

TERMS AND CONDITIONS
SOUTHERN PURSUIT LIMITED

Contents

Contents.....	2
PART A — INTRODUCTION AND INTERPRETATION	5
1. INTRODUCTION AND ACCEPTANCE OF TERMS	5
2. DEFINITIONS AND INTERPRETATION.....	5
PART B — BUSINESS AND SERVICE SCOPE.....	7
3. DESCRIPTION OF SERVICES	7
4. RIGHT TO DECLINE BOOKINGS	7
5. SERVICE AVAILABILITY.....	8
6. RELIANCE ON WEBSITE INFORMATION	8
PART C — BOOKINGS.....	10
7. ONLINE BOOKING PROCESS	10
8. BOOKING REQUESTS NOT BINDING UNTIL ACCEPTED.....	10
9. BOOKING CONFIRMATION.....	10
10. CHANGES TO BOOKINGS	10
PART D — PRICING AND PAYMENT	12
11. PRICES	12
12. GST	12
13. INVOICE GENERATION	12
14. FULL PAYMENT REQUIRED BEFORE CONFIRMATION	12
15. DEPOSITS.....	12
16. LATE OR NON-PAYMENT	13
17. RECOVERY OF DEBT COLLECTION COSTS.....	13
PART E — VEHICLE HIRE	14
18. APPLICATION OF THIS PART	14
19. SELF-DRIVE VEHICLE HIRE.....	14
20. VEHICLE HIRE WITH SOUTHERN PURSUIT LIMITED DRIVER.....	14
21. DRIVER ELIGIBILITY AND LICENCE REQUIREMENTS	14
22. PERMITTED USE AND PROHIBITED USES.....	15
23. FUEL.....	15
24. ROAD USER CHARGES.....	15
25. PARKING INFRINGEMENTS AND TRAFFIC OFFENCES.....	15
26. VEHICLE DAMAGE AND ACCIDENTS.....	16
27. VEHICLE CLEANING.....	16
PART F — EQUIPMENT AND PLANT HIRE	17
28. COLLECTION AND RETURN OF EQUIPMENT	17
29. CUSTOMER RESPONSIBILITY FOR SAFE USE	17
30. COMPLIANCE WITH INSTRUCTIONS	17
31. INSPECTION PROCESS	17

32. DAMAGE AND LOSS.....	17
33. MAINTENANCE OBLIGATIONS	18
34. EQUIPMENT SECURITY OBLIGATIONS	18
35. LATE RETURN FEES	18
36. CHARGES FOR EXCESSIVE CLEANING.....	18
PART G — PACKING AND USAGE REQUIREMENTS.....	20
37. INSTRUCTIONS, CHECKLISTS AND MANUALS	20
38. USE FOR INTENDED PURPOSE ONLY	20
39. SECURING AND PROTECTING EQUIPMENT	20
40. RESPONSIBILITY FOR NON-COMPLIANCE	20
PART H — RISK AND LIABILITY	22
41. ASSUMPTION OF RISK.....	22
42. RESPONSIBILITY FOR PERSONAL BELONGINGS AND LUGGAGE	22
43. LIMITATION OF LIABILITY	22
44. UNFAIR CONTRACT TERMS AND FAIR TRADING ACT	23
45. THIRD-PARTY SERVICE PROVIDERS	23
46. FORCE MAJEURE — EFFECT ON LIABILITY	23
PART I — CUSTOMER CONDUCT	25
47. GENERAL CONDUCT AND SAFETY	25
48. ALCOHOL AND DRUGS	25
49. DANGEROUS OR UNLAWFUL BEHAVIOUR.....	25
50. REFUSAL OF SERVICE AND REMOVAL FROM TRANSPORT	25
PART J — INSURANCE	26
51. COMPANY INSURANCE	26
52. RECOMMENDATION FOR CUSTOMER INSURANCE	26
53. RESPONSIBILITY FOR CUSTOMER EQUIPMENT AND POSSESSIONS	26
PART K — CANCELLATION AND REFUND POLICY	27
54. CANCELLATION BY THE CUSTOMER	27
55. CANCELLATION BY SOUTHERN PURSUIT LIMITED	27
56. WEATHER AND SAFETY EVENTS	27
57. FORCE MAJEURE	28
58. REFUND ENTITLEMENTS	28
59. RESCHEDULING RIGHTS	28
PART L — INTELLECTUAL PROPERTY	29
60. OWNERSHIP OF WEBSITE CONTENT	29
61. LIMITED LICENCE TO USE	29
62. RESTRICTIONS	29
PART M — PRIVACY	30
63. PRIVACY	30

PART N — COMPLAINTS AND DISPUTES 31

64. COMPLAINTS PROCESS..... 31

65. GOVERNING LAW AND JURISDICTION 31

PART O — GENERAL PROVISIONS..... 32

66. ENTIRE AGREEMENT 32

67. SEVERABILITY 32

68. WAIVER 32

69. ASSIGNMENT 32

70. AMENDMENTS TO THESE TERMS..... 32

71. ELECTRONIC COMMUNICATIONS AND NOTICES..... 32

72. CONTACT DETAILS 33

PART A — INTRODUCTION AND INTERPRETATION

1. INTRODUCTION AND ACCEPTANCE OF TERMS

1.1 These Terms and Conditions ("**Terms**") govern every booking, hire, purchase, and use of services made available by Southern Pursuit Limited, whether made through the Southern Pursuit Limited website located at <https://www.southernpursuit.co.nz> (the "**Website**"), the online booking platform accessible via the Website (the "**Booking Platform**"), by telephone, by email, or in person.

1.2 By submitting a Booking Request, using the Booking Platform, signing a hire agreement, or otherwise engaging Southern Pursuit Limited for the supply of any Services, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms, together with any Booking Confirmation, Equipment Instructions, and any additional terms notified to the Customer for a specific Service (together, the "**Agreement**").

1.3 If the Customer does not agree to these Terms, the Customer must not submit a Booking Request or otherwise use the Services.

1.4 Where a Customer makes a Booking on behalf of another person, a group, or an organisation, the Customer represents and warrants that they have authority to bind that other person or organisation to this Agreement, and remains personally liable for all obligations under this Agreement jointly and severally with that other person or organisation.

1.5 Where the Customer is a business, trust, or other entity, "Customer" includes its directors, employees, contractors, and any individual authorised to act on its behalf, and that entity remains responsible for ensuring those individuals comply with this Agreement.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement, unless the context otherwise requires:

"Booking" means a request for Services submitted by a Customer via the Booking Platform, by email, or by other means accepted by Southern Pursuit Limited, and which has been accepted by Southern Pursuit Limited in accordance with clause 8.

"Booking Confirmation" means the written confirmation issued by Southern Pursuit Limited (by email or through the Booking Platform) confirming that a Booking has been accepted and full payment has been received in accordance with clause 14.

"Southern Pursuit Limited", "we", "us", or "our" means Southern Pursuit Limited (NZBN 9429053733153), and includes its directors, employees, contractors, and agents.

"Customer", "you", or "your" means the person, business, or entity that submits a Booking Request, and any authorised representative, passenger, or member of that Customer's party who participates in the Services.

"Equipment" means any hunting, camping, outdoor, recreational, or plant and machinery item hired, supplied, loaned, or made available by Southern Pursuit Limited, including associated accessories, packaging, containers, and manuals.

"Equipment Instructions" means any packing list, checklist, manual, guide, briefing, or instruction (in written, electronic, verbal, or video form) provided by Southern Pursuit Limited in relation to the

packing, handling, transport, storage, loading, unloading, installation, operation, use, cleaning, or return of Equipment or a Vehicle.

"Force Majeure Event" has the meaning given in clause 57.1.

"Hire Charges" means the fees payable by the Customer for the hire of Equipment or a Vehicle, as set out in the applicable invoice or Booking Confirmation.

"Hire Period" means the period during which Equipment or a Vehicle is in the Customer's care, custody, or control, commencing on collection or delivery and ending on return to, or collection by, Southern Pursuit Limited (including any period of delay caused by the Customer).

"Services" means any of the services described in clause 3, as set out in the relevant Booking.

"Vehicle" means any van, car, trailer, or other motor vehicle hired or made available by Southern Pursuit Limited to the Customer under this Agreement, whether hired on a self-drive basis or with a Southern Pursuit Limited driver.

"Website" means <https://www.southernpursuit.co.nz> and any associated booking, payment, or customer portal operated by or on behalf of Southern Pursuit Limited.

2.2 In this Agreement, unless the context otherwise requires: (a) the singular includes the plural and vice versa; (b) a reference to a person includes a company, trust, partnership, and other legal entity; (c) headings are for convenience only and do not affect interpretation; (d) a reference to legislation includes that legislation as amended, re-enacted, or replaced; and (e) "including" and similar words do not imply any limitation.

PART B — BUSINESS AND SERVICE SCOPE

3. DESCRIPTION OF SERVICES

3.1 Southern Pursuit Limited provides hunting, camping, transport, and outdoor support services, which may include:

- hire of hunting and camping equipment;
- hire of outdoor and recreational equipment;
- hire of plant and machinery associated with outdoor activities;
- hire of Vehicles, including vans, on a self-drive or driven basis;
- delivery and collection services for Equipment, Vehicles, people, and luggage;
- transport of people, luggage, and equipment, including transfers and transport connections;
- packaged hunting and camping support services; and
- additional shopping, collection, provisioning, grocery, fuel, and supply runs,

(together, the "**Services**"), in each case as more particularly described on the Website or in the applicable Booking Confirmation.

3.2 Not every Service is available at every location or at all times. The Services actually to be provided to a Customer are those set out in the Booking Confirmation, and no other representation, description, or advertisement (whether on the Website or otherwise) forms part of the Agreement except to the extent expressly incorporated into the Booking Confirmation.

3.3 Southern Pursuit Limited may, at its discretion, subcontract or engage third parties (including contract drivers, guides, transport operators, and suppliers) to provide all or part of the Services. Clause 45 (Third-Party Service Providers) applies to any such arrangement.

3.4: Where Southern Pursuit Limited collects groceries, provisions, fuel or supplies ordered by the Customer from a third-party supplier (including Woolworths), Southern Pursuit Limited acts solely as a collection and delivery agent. Southern Pursuit Limited is not responsible for product quality, substitutions, shortages, incorrect items, spoilage, pricing discrepancies, refunds, or any decision made by the supplier. Any claim in relation to the order must be directed to the relevant supplier.

4. RIGHT TO DECLINE BOOKINGS

4.1 Southern Pursuit Limited may, in its sole discretion and without giving reasons, decline to accept any Booking Request, including where: (a) the requested Services are not available; (b) Southern Pursuit Limited reasonably considers the Booking poses a safety, legal, insurance, or reputational risk; (c) the Customer has previously breached this Agreement or any prior agreement with Southern Pursuit Limited; (d) Southern Pursuit Limited reasonably doubts the Customer's ability to pay; or (e) Southern Pursuit Limited is unable to verify the Customer's identity, age, or licence status where required for the Services requested.

4.2 No contract for the supply of Services arises until Southern Pursuit Limited has accepted a Booking Request in accordance with clause 8. A Customer has no entitlement to the Services, and Southern Pursuit Limited has no liability of any kind, in respect of a Booking Request that is declined or not accepted.

5. SERVICE AVAILABILITY

5.1 The Services, including the availability of specific Equipment or Vehicles, particular routes, transfers, provisioning runs, or contract drivers, are subject to availability, seasonal conditions, land access and permit arrangements, weather, and operational capacity, and Southern Pursuit Limited does not guarantee that any particular Equipment, Vehicle, or Service will be available at any given time.

5.2 Where Southern Pursuit Limited is unable to supply a Service or item of Equipment as Booked, Southern Pursuit Limited will use reasonable endeavours to notify the Customer as soon as practicable and to offer a substitute of reasonably equivalent specification and value, a rescheduled Booking, or a refund of amounts paid for the unavailable component, at Southern Pursuit Limited's discretion.

5A. TRANSFER TIMES AND CONNECTIONS

5A.1 Southern Pursuit Limited will use reasonable endeavours to provide transfer services in accordance with the pickup and departure times agreed with the Customer. However, all pickup and arrival times are estimates only and are subject to factors outside Southern Pursuit Limited's reasonable control.

5A.2 Except to the extent caused by Southern Pursuit Limited's negligence or breach of this Agreement, Southern Pursuit Limited is not liable for any loss, cost, expense, or damage arising from a Customer missing a ferry, charter vessel, flight, accommodation booking, hunting trip, fishing charter, tour, activity, transport connection, or any other third-party service or arrangement.

5A.3 Without limiting clause 5A.2, Southern Pursuit Limited is not liable for delays or service interruptions resulting from weather conditions, ferry delays or cancellations, road closures, traffic congestion, accidents, emergency response requirements, mechanical failure, actions of third-party service providers, Force Majeure Events, or any other circumstance beyond Southern Pursuit Limited's reasonable control.

5A.4 Where a delay, interruption, or cancellation occurs, Southern Pursuit Limited will use reasonable endeavours to reschedule or rearrange the affected transfer or service where practicable, but does not guarantee the availability of alternative transport, accommodation, activities, or connections.

5A.5 Southern Pursuit Limited may, at its discretion, provide recommendations regarding alternative accommodation, transport, or scheduling arrangements, however any such arrangements remain the responsibility of the Customer unless expressly agreed otherwise in writing.

6. RELIANCE ON WEBSITE INFORMATION

6.1 Southern Pursuit Limited takes reasonable care to ensure that information published on the Website (including descriptions, images, specifications, availability, and prices) is accurate and current, but does not warrant that all such information is complete, accurate, or up to date at all times.

6.2 Images of Equipment, Vehicles, and locations on the Website are indicative only and the actual item or make and model supplied may differ from that pictured, provided it is of a reasonably equivalent standard and specification.

6.3 To the extent permitted by law, the Customer should not rely solely on Website content when making decisions about safety-critical matters (including terrain, weather, and access conditions) and should make independent enquiries and exercise their own judgement, particularly in respect of hunting, camping, and outdoor activities, which carry inherent risk as described in clause 40.

PART C — BOOKINGS

7. ONLINE BOOKING PROCESS

7.1 Bookings are made by the Customer submitting a Booking Request through the Booking Platform, specifying the Services required, dates, Equipment or Vehicle requirements, and any other information reasonably requested by Southern Pursuit Limited.

7.2 The Customer must ensure that all information provided in a Booking Request is complete, accurate, and not misleading, including the number of persons, driver details (where a Vehicle is requested), and any special requirements. Southern Pursuit Limited is not responsible for any loss, delay, additional charge, or inability to provide a Service arising from incomplete, inaccurate, or misleading information provided by the Customer.

7.3 A Booking Request is an offer by the Customer to purchase the Services on these Terms. Submitting a Booking Request does not guarantee availability or acceptance.

8. BOOKING REQUESTS NOT BINDING UNTIL ACCEPTED

8.1 No Booking Request is binding on Southern Pursuit Limited, and no contract for Services comes into existence, unless and until Southern Pursuit Limited has: (a) reviewed the Booking Request; (b) accepted the Booking Request in accordance with clause 8.2; and (c) received full payment in accordance with clause 14.

8.2 Southern Pursuit Limited will review each Booking Request and, where it is able to accept the Booking, will issue an invoice to the Customer for the applicable Hire Charges and any other fees. Issue of an invoice constitutes acceptance of the Booking Request subject to receipt of full payment, but does not of itself constitute a Booking Confirmation.

8.3 Southern Pursuit Limited will endeavour to respond to Booking Requests within a reasonable time, but is not liable for any loss arising from delay in reviewing or responding to a Booking Request.

9. BOOKING CONFIRMATION

9.1 A Booking is confirmed only once Southern Pursuit Limited has received full payment of the invoiced amount in cleared funds, and has issued a Booking Confirmation to the Customer.

9.2 Until a Booking Confirmation has been issued, Southern Pursuit Limited does not guarantee that the Equipment, Vehicle, driver, or Services requested will be available, and the Customer should not make non-refundable travel, accommodation, or other arrangements in reliance on an unconfirmed Booking.

9.3 The Booking Confirmation, together with these Terms and any Equipment Instructions, forms the entire agreement between Southern Pursuit Limited and the Customer in respect of that Booking, subject to clause 66.

10. CHANGES TO BOOKINGS

10.1 A Customer wishing to change a confirmed Booking (including dates, Equipment, Vehicle type, driver requirements, or itinerary) must request the change in writing as soon as possible. Changes are subject to availability and may result in a revised invoice reflecting any difference in price.

10.2 Southern Pursuit Limited may, acting reasonably, decline a change request or treat a material change as a cancellation of the original Booking and a new Booking Request, in which case clauses 8 and 9 and the cancellation provisions in Part K apply.

10.3 Southern Pursuit Limited may need to make reasonable changes to a confirmed Booking (such as substituting Equipment, a Vehicle, or a driver of equivalent standard, or adjusting timing) due to operational, safety, weather, or availability reasons. Southern Pursuit Limited will give the Customer as much notice as is reasonably practicable of any such change.

PART D — PRICING AND PAYMENT

11. PRICES

11.1 Prices for Services are as displayed on the Website or as otherwise quoted by Southern Pursuit Limited at the time of the Booking Request, and are subject to change at any time before a Booking Request is accepted by Southern Pursuit Limited. The price payable for a confirmed Booking is the price stated in the invoice issued under clause 8.2, and that price will not change once the Booking has been confirmed, except as permitted under clause 10 (changes to Bookings) or clause 11.3.

11.2 Southern Pursuit Limited reserves the right to correct any pricing error on the Website or in a quotation, and is not obliged to supply Services at an incorrect price, whether or not a Booking Request based on that price has been submitted, provided that if an incorrect price has already been confirmed and paid in full, Southern Pursuit Limited will honour the confirmed price or offer the Customer a full refund.

11.3 Where a Booking includes variable components (such as fuel, provisioning, additional stops, road user charges, or excess mileage) that cannot be fixed at the time of the Booking Confirmation, the invoice or Booking Confirmation will identify those components as estimates, and the final amount payable may vary and will be charged or credited following completion of the relevant Service.

12. GST

12.1 Unless expressly stated otherwise, all prices displayed on the Website and in quotations are inclusive of Goods and Services Tax (GST) at the prevailing rate, where GST is applicable under the Goods and Services Tax Act 1985.

12.2 All invoices issued by Southern Pursuit Limited will be valid tax invoices for the purposes of the Goods and Services Tax Act 1985, showing the GST component of the price where applicable.

13. INVOICE GENERATION

13.1 Following acceptance of a Booking Request under clause 8.2, Southern Pursuit Limited will issue an invoice to the Customer by email or through the Booking Platform, setting out the Services, applicable Hire Charges, any deposit or bond, and the total amount payable.

13.2 The Customer is responsible for checking the invoice against the Booking Request and notifying Southern Pursuit Limited promptly of any discrepancy.

14. FULL PAYMENT REQUIRED BEFORE CONFIRMATION

14.1 Unless Southern Pursuit Limited agrees otherwise in writing, full payment of the invoiced amount must be received in cleared funds before a Booking will be confirmed under clause 9. Southern Pursuit Limited is under no obligation to hold, reserve, or allocate Equipment, a Vehicle, or a driver in respect of an unpaid or partially paid invoice.

14.2 Accepted payment methods are as set out on the Website or invoice. The Customer is responsible for any bank, currency conversion, or payment processing fees incurred in making payment.

15. DEPOSITS

15.1 No deposit is required to make a Booking.

15.2 Full payment of the invoiced amount must be received in cleared funds before a Booking will be confirmed and a Booking Confirmation issued.

15.3 For all Vehicle hire Bookings, the Customer must pay a refundable bond of \$500 before collection of the Vehicle.

15.4 Southern Pursuit Limited may apply or deduct all or part of the bond towards any amount payable by the Customer under this Agreement, including for: (a) loss or damage to the Vehicle; (b) fuel shortages; (c) cleaning or excess cleaning charges; (d) parking infringements, traffic offences, tolls, or other charges incurred during the Hire Period; (e) late return fees; and (f) any other amount owing by the Customer under this Agreement.

15.5 Subject to any deductions under clause 15.4, the bond will be refunded to the Customer within a reasonable time following inspection and satisfactory return of the Vehicle.

15.6 If the amount payable by the Customer exceeds the bond held, the Customer remains liable for the balance.

16. LATE OR NON-PAYMENT

16.1 If full payment is not received by the required date, Southern Pursuit Limited may, without liability: (a) cancel the Booking Request or Booking; (b) release any Equipment, Vehicle, driver, or time allocated to the Booking; and (c) treat any partial payment as a cancellation under Part K, subject to the cancellation charges in clause 54.

16.2 Where payment for a confirmed Booking becomes overdue (for example, in respect of variable charges under clause 11.3 or amounts owing following return of Equipment or a Vehicle), Southern Pursuit Limited may charge interest on overdue amounts at the rate of 7% per month (or part month), calculated daily, from the due date until payment is received in full.

17. RECOVERY OF DEBT COLLECTION COSTS

17.1 If Southern Pursuit Limited refers an overdue account to a debt collection agency or solicitors for recovery, the Customer must indemnify Southern Pursuit Limited for all reasonable costs of recovery, including debt collection agency fees, solicitor–client legal costs, and disbursements, to the extent permitted by law.

PART E — VEHICLE HIRE

18. APPLICATION OF THIS PART

18.1 This Part E applies to every Booking that includes the hire of a Vehicle, whether on a self-drive basis (clause 19) or with a Southern Pursuit Limited driver (clause 20), in addition to the other provisions of this Agreement.

19. SELF-DRIVE VEHICLE HIRE

19.1 Where a Vehicle is hired on a self-drive basis, the Customer (and any additional authorised driver notified to and approved by Southern Pursuit Limited) is responsible for operating the Vehicle safely, lawfully, and in accordance with the Land Transport Act 1998, the Land Transport (Road User) Rule, and all other applicable road rules, for the entire Hire Period.

19.2 Only persons named on the Booking as an approved driver may drive the Vehicle. The Customer must not permit any unapproved person to drive the Vehicle. A breach of this clause may void insurance cover under clause 51 and makes the Customer liable for all resulting loss or damage.

19.3 The Customer must conduct a joint pre-hire inspection with Southern Pursuit Limited (or its representative) before taking possession of the Vehicle and note any pre-existing damage. Failure to note damage at collection may result in the Customer being charged for that damage on return.

20. VEHICLE HIRE WITH SOUTHERN PURSUIT LIMITED DRIVER

20.1 Where the Booking includes a Vehicle hired with a driver or operator supplied by Southern Pursuit Limited, the driver remains an employee, contractor, or agent of Southern Pursuit Limited, and Southern Pursuit Limited retains control over the safe operation of the Vehicle, including the right to refuse to drive, alter a route, delay departure, or terminate a journey where the driver reasonably considers it necessary for safety, legal, weather, or road-condition reasons.

20.2 Where a Southern Pursuit Limited driver is supplied, the Customer and passengers must comply with all reasonable directions given by the driver, including in relation to loading, seating, luggage, stops, and conduct, and clause 47 to clause 50 (Customer Conduct) apply to passengers accordingly.

20.3 Southern Pursuit Limited's drivers hold all licences, endorsements, and work time compliance required by the Land Transport Act 1998 and associated rules applicable to the class of Vehicle and the Service provided. Where a Service requires a Small Passenger Service licence or any other regulatory approval, that Service will not be offered until the relevant licence or approval has been obtained.

21. DRIVER ELIGIBILITY AND LICENCE REQUIREMENTS

21.1 Any Customer or authorised driver operating a self-drive Vehicle must, for the entire Hire Period:

- (a) hold a current and valid driver licence of the appropriate class for the Vehicle, issued in New Zealand or recognised under New Zealand law (including, for overseas licence holders, any translation or International Driving Permit required by NZTA);
- (b) not be subject to any licence suspension, disqualification, or condition that would preclude them from lawfully driving the Vehicle;
- (c) be at least 25 years of age and hold a current full driver licence for a minimum of two years; and

(d) produce their licence for inspection by Southern Pursuit Limited on request, at collection and at any time during the Hire Period.

21.2 Southern Pursuit Limited may decline to hire a Vehicle to, or may terminate the hire of a Vehicle to, any person who does not meet the requirements of clause 21.1, without liability to the Customer.

22. PERMITTED USE AND PROHIBITED USES

22.1 The Vehicle must only be used: (a) on formed, legal roads unless Southern Pursuit Limited has expressly agreed in writing to off-road use and specified the permitted area; (b) within New Zealand, unless Southern Pursuit Limited has agreed otherwise in writing; (c) by an approved driver under clause 19.2 or clause 21; and (d) within the Vehicle's rated load, towing, and passenger capacity.

22.2 The Customer must not use, or permit the Vehicle to be used: (a) to carry passengers or loads in excess of the manufacturer's rated capacity; (b) to tow any trailer or item not approved by Southern Pursuit Limited; (c) for any illegal purpose, including transporting prohibited items; (d) while the driver is under the influence of alcohol or drugs, or fatigued, in breach of clause 48; (e) in a manner inconsistent with the Vehicle's design or intended use (for example, off-road use of a vehicle not designed or approved for that purpose); (f) for racing, rallying, or any competitive or testing purpose; (g) to sub-hire, sub-let, or on-charge use of the Vehicle to any third party; or (h) in breach of any Equipment Instructions issued for the Vehicle.

22.3 A breach of clause 22.2 is a fundamental breach of this Agreement, entitles Southern Pursuit Limited to immediately terminate the hire and recover the Vehicle, and will void any insurance cover referred to in clause 51 to the fullest extent permitted by the relevant policy, rendering the Customer liable for all resulting loss.

23. FUEL

23.1 Unless otherwise stated in the Booking Confirmation, the Vehicle is supplied with a specified level of fuel and must be returned with the same level of fuel. If the Vehicle is returned with less fuel, Southern Pursuit Limited may charge the Customer for the shortfall, calculated at prevailing fuel prices plus a reasonable refuelling service fee.

23.2 The Customer must use the correct fuel type for the Vehicle. Any loss, damage, or cost (including towing, draining, and repair costs) arising from mis-fuelling is the Customer's responsibility in full and is excluded from any insurance cover under clause 51.

24. ROAD USER CHARGES

24.1 Where the Vehicle is subject to road user charges (RUC) under the Road User Charges Act 2012 (typically diesel-powered Vehicles), RUC for distance travelled during the Hire Period is payable by the Customer, either included within the Hire Charges or charged separately based on the odometer reading at collection and return, as specified in the Booking Confirmation.

24.2 The Customer must not tamper with, disconnect, or interfere with any distance recording device (eCard, hubodometer, or similar) fitted to the Vehicle.

25. PARKING INFRINGEMENTS AND TRAFFIC OFFENCES

25.1 The Customer is responsible for, and must promptly pay, all parking infringements, toll charges, traffic infringement notices, and other fines or charges arising from the use of the Vehicle during the Hire Period, regardless of when notice of the infringement is received.

25.2 If an infringement notice, toll invoice, or other notice is issued to or received by Southern Pursuit Limited (as the registered owner) in respect of the Hire Period, Southern Pursuit Limited may: (a) pay the amount and recover it from the Customer, together with a reasonable administration fee; and/or (b) provide the Customer's details to the relevant authority as the person in charge of the Vehicle at the relevant time, as Southern Pursuit Limited is entitled to do under the Land Transport Act 1998 and the Land Transport (Offences and Penalties) Regulations 1999.

25.3 The Customer must notify Southern Pursuit Limited immediately of any traffic offence, infringement, or notice of intended prosecution received in connection with the Vehicle, and must cooperate with any resulting enquiry or process.

26. VEHICLE DAMAGE AND ACCIDENTS

26.1 The Customer must report any accident, collision, mechanical failure, theft, break-in, or damage involving the Vehicle to Southern Pursuit Limited as soon as reasonably practicable, and in any event within 24 hours.

26.2 In the event of an accident, the Customer must, so far as safe to do so: (a) ensure the safety of all persons and call emergency services if required; (b) not admit fault or liability to any third party; (c) obtain the names, contact details, and insurance details of all parties and witnesses involved; (d) report the accident to the New Zealand Police where required by law (including where any person is injured, or where required to obtain a report for insurance purposes); (e) complete any accident report form required by Southern Pursuit Limited; and (f) take reasonable steps to protect the Vehicle and any Equipment from further loss or damage.

26.3 The Customer is responsible for loss or damage to the Vehicle occurring during the Hire Period to the extent set out in clause 51 (Insurance) and clause 43 (Limitation of Liability), including any applicable insurance excess, except to the extent the loss or damage is not caused or contributed to by the Customer's acts or omissions or breach of this Agreement.

26.4 Failure to report an accident or damage as required by this clause may result in any insurance claim being declined, in which case the Customer is liable for the full cost of repair or replacement.

27. VEHICLE CLEANING

27.1 The Vehicle must be returned in a clean and tidy condition, consistent with reasonable use, with all rubbish removed. If the Vehicle is returned in a condition requiring cleaning beyond normal wear (including odour removal, stain removal, sand, mud, blood, animal matter, or biosecurity contamination from hunting or outdoor use), Southern Pursuit Limited may charge a reasonable cleaning fee, which may be deducted from any bond held under clause 15.

27.2 Where the Vehicle has been used to transport game, fish, or other animal matter, the Customer must comply with any Equipment Instructions regarding the safe transport, containment, and cleaning required to meet biosecurity and hygiene standards, and is responsible for any specialist cleaning or decontamination costs arising from failure to do so.

PART F — EQUIPMENT AND PLANT HIRE

28. COLLECTION AND RETURN OF EQUIPMENT

28.1 Equipment must be collected from, and returned to, the location and by the time specified in the Booking Confirmation, unless Southern Pursuit Limited has agreed to deliver and/or collect the Equipment as part of the Services.

28.2 The Customer must inspect Equipment at the time of collection or delivery and note any faults, damage, or missing items on the inspection record provided by Southern Pursuit Limited. Equipment is deemed to have been supplied in good working order and complete, except for faults or missing items noted at that time.

28.3 Time for return of Equipment is important. Late return affects Southern Pursuit Limited's ability to supply the Equipment to other customers, and clause 34 (Late Return) applies.

29. CUSTOMER RESPONSIBILITY FOR SAFE USE

29.1 The Customer is responsible for the safe use, care, and custody of Equipment for the entire Hire Period, whether the Equipment is in the Customer's possession, in transit, or left unattended, and regardless of who is actually using it within the Customer's party.

29.2 The Customer must ensure that Equipment is used only by persons competent and, where relevant, appropriately licensed or qualified to use it, and must supervise the use of Equipment by any minors or inexperienced persons in the Customer's party.

30. COMPLIANCE WITH INSTRUCTIONS

30.1 The Customer must comply with all Equipment Instructions and all reasonable directions given by Southern Pursuit Limited regarding the use of Equipment. Part G contains further, specific obligations regarding packing and usage requirements, which apply in addition to this clause.

31. INSPECTION PROCESS

31.1 Southern Pursuit Limited will inspect Equipment on return and compare its condition against the condition recorded at collection or delivery under clause 28.2. The Customer may request to be present for the return inspection by arrangement; if the Customer is not present, Southern Pursuit Limited's assessment of condition on inspection is, in the absence of manifest error, conclusive evidence of the condition of the Equipment on return.

31.2 Where practicable, Southern Pursuit Limited will notify the Customer of any damage, loss, or excess cleaning identified on inspection, and the resulting charge, within a reasonable time after return.

32. DAMAGE AND LOSS

32.1 The Customer is responsible for the cost of repair or replacement (at Southern Pursuit Limited's election) of any Equipment that is lost, stolen, or damaged during the Hire Period, except to the extent the loss or damage: (a) is due to fair wear and tear consistent with normal use; or (b) is not caused or contributed to by any act, omission, or breach of this Agreement by the Customer or a person in the Customer's party.

32.2 Clause 43 (Limitation of Liability) sets out the maximum amount recoverable by Southern Pursuit Limited from the Customer is not intended to be limited by this clause; rather, clause 43 caps Southern Pursuit Limited's liability to the Customer. The Customer's liability to Southern Pursuit Limited for loss of or damage to Equipment is not capped by clause 43 and is assessed on the basis of the actual reasonable cost of repair or replacement, or the fair market value of the Equipment if repair is not practicable, as further addressed in clause 32.3.

32.3 Where Equipment is a total loss or repair is not economic, the Customer must pay Southern Pursuit Limited the replacement cost of new equivalent equipment, less reasonable depreciation for age and condition where Southern Pursuit Limited's records support a depreciated value, as determined by Southern Pursuit Limited acting reasonably.

33. MAINTENANCE OBLIGATIONS

33.1 The Customer must not service, repair, modify, or attempt to repair Equipment without Southern Pursuit Limited's prior written consent, except for routine actions expressly permitted in the Equipment Instructions (for example, basic camp stove maintenance where instructed).

33.2 The Customer must promptly notify Southern Pursuit Limited of any fault, malfunction, or safety issue that arises with Equipment during the Hire Period and must stop using the affected item if continued use would be unsafe or is likely to cause further damage.

34. EQUIPMENT SECURITY OBLIGATIONS

34.1 The Customer must take reasonable precautions to prevent theft or loss of Equipment, including securing Equipment (for example, locking vehicles, securing tents and campsites, and not leaving Equipment unattended in public places) in accordance with any Equipment Instructions.

34.2 The Customer must report any theft of Equipment to the New Zealand Police and obtain a police event number, and provide that event number to Southern Pursuit Limited, as a condition of any consideration by Southern Pursuit Limited of a reduced liability for that loss.

35. LATE RETURN FEES

35.1 If Equipment or a Vehicle is not returned by the time specified in the Booking Confirmation, Southern Pursuit Limited may charge additional Hire Charges for the period of the delay, calculated at Southern Pursuit Limited's standard daily (or pro-rated) rate, plus any additional costs Southern Pursuit Limited incurs as a result of the late return (including costs of arranging alternative equipment or vehicles for other customers, and any resulting cancellation costs Southern Pursuit Limited becomes liable for to another customer).

35.2 Persistent or unexplained late return may be treated as a failure to return Equipment or a Vehicle and may result in Southern Pursuit Limited reporting the matter to the New Zealand Police and/or taking recovery action, without further notice to the Customer where Southern Pursuit Limited reasonably believes the item has been wrongfully retained.

36. CHARGES FOR EXCESSIVE CLEANING

36.1 Equipment must be returned clean and in a hygienic condition, free of food waste, blood, offal, or other biological material, consistent with the Equipment Instructions. Southern Pursuit Limited may charge a reasonable excess cleaning fee, decontamination fee, or odour-removal fee where

Equipment is not returned in that condition, in addition to any cleaning charges under clause 27 for Vehicles.

PART G — PACKING AND USAGE REQUIREMENTS

37. INSTRUCTIONS, CHECKLISTS AND MANUALS

37.1 Before collection or delivery of Equipment or a Vehicle, Southern Pursuit Limited will provide the Customer with Equipment Instructions relevant to the Services Booked, which may include packing lists, loading diagrams, weight limits, checklists, manuals, safety briefings, and operating guides.

37.2 The Customer must read, understand, and comply with all Equipment Instructions provided, and must ensure that every member of the Customer's party who will handle, transport, load, unload, install, operate, or use the Equipment or Vehicle is made aware of, and complies with, the relevant Equipment Instructions.

37.3 If any part of the Equipment Instructions is unclear, the Customer must seek clarification from Southern Pursuit Limited before proceeding. Proceeding without clarification is at the Customer's own risk.

38. USE FOR INTENDED PURPOSE ONLY

38.1 The Customer must use all Equipment only for its intended purpose, as described in the Equipment Instructions or as would reasonably be understood from the nature of the Equipment, and must not use Equipment: (a) beyond its rated capacity, load limit, or specification; (b) in a manner, terrain, or environment for which it is not designed or rated; or (c) in combination with other equipment, vehicles, or attachments not approved by Southern Pursuit Limited.

39. SECURING AND PROTECTING EQUIPMENT

39.1 The Customer must ensure that Equipment is properly and securely loaded, restrained, and protected during transport, storage, and use, in accordance with the Equipment Instructions and, where applicable, the load restraint requirements of the Land Transport Rule: Vehicle Standards Compliance and any relevant NZTA load restraint guidance.

39.2 The Customer must take reasonable steps to protect Equipment from exposure, weather damage, corrosion, and contamination that reasonable care would avoid, including drying, cleaning, and appropriately storing Equipment between uses during the Hire Period where instructed to do so.

40. RESPONSIBILITY FOR NON-COMPLIANCE

40.1 The Customer accepts full responsibility for any injury, loss, or damage (to persons, to the Customer's property, to Equipment, to a Vehicle, or to third parties or their property) arising from, or contributed to by, the Customer's or a party member's failure to comply with the Equipment Instructions or this Part G, and must indemnify Southern Pursuit Limited in accordance with clause 43.5 in respect of any resulting claim.

40.2 Southern Pursuit Limited may refuse to provide, deliver, hand over, or continue to supply Equipment or a Vehicle, or may recover Equipment or a Vehicle before the end of the Hire Period, where Southern Pursuit Limited reasonably considers that the Customer has not followed, or is not likely to follow, the Equipment Instructions, or that continued use poses a safety risk, without liability to Southern Pursuit Limited for any resulting loss to the Customer (other than a pro-rated refund of

unused Hire Charges where Southern Pursuit Limited exercises this right otherwise than as a result of the Customer's breach).

PART H — RISK AND LIABILITY

41. ASSUMPTION OF RISK

41.1 The Customer acknowledges that hunting, camping, and other outdoor and recreational activities, and travel by road, watercraft, or on foot in rural, remote, alpine, or backcountry terrain, involve inherent and significant risks, including but not limited to: adverse weather; difficult, uneven, or remote terrain; wild animals; use of firearms, edged tools, and other equipment by the Customer or third parties; watercourses and water crossings; isolation from medical assistance; and the acts, omissions, or negligence of other persons, including other members of the Customer's own party.

41.2 To the extent permitted by law, the Customer participates in such activities, and uses Equipment and Vehicles, at their own risk, and Southern Pursuit Limited does not accept liability for injury, illness, or death arising from those inherent risks, except to the extent caused by Southern Pursuit Limited's negligence or breach of this Agreement, and subject always to any non-excludable rights the Customer has under the Consumer Guarantees Act 1993 and other legislation referred to in clause 44.

41.3 The Customer is responsible for assessing their own, and their party's, fitness, experience, competence, and preparedness for the activities and conditions involved in the Services Booked, and for obtaining any necessary permits, permissions, or licences (including hunting permits and firearms licences, where applicable) required for their activities independently of Southern Pursuit Limited.

42. RESPONSIBILITY FOR PERSONAL BELONGINGS AND LUGGAGE

42.1 The Customer is responsible for their own personal belongings, luggage, and equipment (as distinct from Equipment hired from Southern Pursuit Limited) at all times, including while being transported, stored, or carried by Southern Pursuit Limited.

42.2 Southern Pursuit Limited will take reasonable care in handling the Customer's luggage and personal belongings during transport, but does not accept liability for loss of, or damage to, personal belongings or luggage except to the extent caused by Southern Pursuit Limited's negligence, and subject to the limitation in clause 43. The Customer should not pack items of significant monetary or sentimental value in luggage entrusted to Southern Pursuit Limited's care, and should maintain their own insurance in accordance with clause 52.

43. LIMITATION OF LIABILITY

43.1 Nothing in this Agreement excludes, restricts, or modifies any right or remedy that cannot lawfully be excluded, restricted, or modified, including rights under the Consumer Guarantees Act 1993 (where it applies), the Fair Trading Act 1986, and any other consumer protection legislation of general application.

43.2 Subject to clauses 43.1 and 44, and to the fullest extent permitted by law, Southern Pursuit Limited excludes all conditions, warranties, and representations, whether express or implied by statute, common law, custom, or otherwise, except those expressly set out in this Agreement.

43.3 Subject to clauses 43.1 and 44, Southern Pursuit Limited is not liable to the Customer for any indirect, special, or consequential loss or damage, or for any loss of profits, loss of revenue, loss of use, loss of enjoyment, loss of opportunity, or costs of substitute services, however arising, whether

in contract, tort (including negligence), equity, or otherwise, and whether or not Southern Pursuit Limited was advised of the possibility of such loss.

43.4 Subject to clauses 43.1 and 44, and to the fullest extent permitted by law, Southern Pursuit Limited's total aggregate liability to the Customer arising out of or in connection with this Agreement or the Services, whether in contract, tort (including negligence), equity, or otherwise, is limited to the lesser of: (a) the value of the Equipment or Vehicle the subject of the relevant Booking; or (b) the total fees actually paid by the Customer to Southern Pursuit Limited for the relevant Booking giving rise to the claim.

43.5 The Customer must indemnify Southern Pursuit Limited against all claims, demands, losses, damages, costs, and expenses (including legal costs on a solicitor–client basis) incurred by Southern Pursuit Limited arising from: (a) the Customer's breach of this Agreement; (b) the Customer's or a party member's negligent, wilful, or unlawful act or omission; (c) any claim by a third party arising from the Customer's use of the Services, Equipment, or a Vehicle; or (d) any failure by the Customer to comply with the Equipment Instructions, except to the extent the relevant claim, loss, or cost is caused or contributed to by Southern Pursuit Limited's negligence or breach of this Agreement. This indemnity is not subject to the cap in clause 43.4, which applies only to Southern Pursuit Limited's liability to the Customer.

43.6 Where the Customer acquires, or holds itself out as acquiring, Services from Southern Pursuit Limited for the purposes of a business within the meaning of the Consumer Guarantees Act 1993, the Customer agrees, in accordance with section 43 of that Act, that the guarantees set out in that Act do not apply, and it is fair and reasonable that the parties be bound by this clause.

44. UNFAIR CONTRACT TERMS AND FAIR TRADING ACT

44.1 Nothing in this Agreement is intended to constitute an unfair contract term for the purposes of the Fair Trading Act 1986, or misleading or deceptive conduct in trade. If any clause of this Agreement is found to be an unfair contract term or otherwise unenforceable under the Fair Trading Act 1986, that clause (or the offending part of it) is severed in accordance with clause 68, without affecting the remainder of this Agreement.

45. THIRD-PARTY SERVICE PROVIDERS

45.1 Where Southern Pursuit Limited engages, refers, or otherwise facilitates the involvement of a third party in providing any part of the Services (including contract drivers, transport operators, accommodation providers, activity operators, or landowners granting access), that third party acts as an independent contractor and not as Southern Pursuit Limited's employee or agent, except to the extent Southern Pursuit Limited expressly agrees otherwise in writing.

45.2 To the fullest extent permitted by law, Southern Pursuit Limited is not liable for any act, omission, default, or negligence of an independent third-party service provider, except to the extent arising from Southern Pursuit Limited's own negligence in the selection or instruction of that provider.

46. FORCE MAJEURE — EFFECT ON LIABILITY

46.1 Southern Pursuit Limited is not liable for any failure or delay in performing its obligations under this Agreement to the extent that the failure or delay is caused by a Force Majeure Event, as further addressed in clause 57.

PART I — CUSTOMER CONDUCT

47. GENERAL CONDUCT AND SAFETY

47.1 The Customer and each member of the Customer's party must at all times: (a) act safely and responsibly; (b) comply with all reasonable directions given by Southern Pursuit Limited or its staff, drivers, or contractors; (c) comply with all applicable laws, bylaws, and land access conditions; and (d) treat Southern Pursuit Limited's staff, contractors, Equipment, Vehicles, and other customers with respect.

48. ALCOHOL AND DRUGS

48.1 No person may drive a Vehicle, operate Equipment or plant, or participate in hunting or an activity involving firearms or edged weapons, while under the influence of alcohol or drugs (including prescription or over-the-counter medication that impairs judgement or coordination), or above the legal alcohol limits applicable to the relevant activity.

48.2 Southern Pursuit Limited may refuse to commence, or may suspend or terminate, any Service where Southern Pursuit Limited reasonably believes a Customer or party member is under the influence of alcohol or drugs to an extent that poses a safety risk, without liability to Southern Pursuit Limited, and without refund of amounts already paid in respect of the affected Service, other than as Southern Pursuit Limited determines is fair in the circumstances.

49. DANGEROUS OR UNLAWFUL BEHAVIOUR

49.1 The Customer and each party member must not engage in behaviour that is dangerous, threatening, abusive, or unlawful, or that endangers the safety of any person, Equipment, a Vehicle, or property, including reckless handling of firearms or edged tools, reckless driving, or interference with the safe operation of a Vehicle by a Southern Pursuit Limited driver.

50. REFUSAL OF SERVICE AND REMOVAL FROM TRANSPORT

50.1 Southern Pursuit Limited (including its drivers and staff) may refuse to provide, may suspend, or may immediately terminate the Services to any Customer or party member who breaches clause 47, 48, or 49, and may remove that person from a Vehicle or activity at the nearest safe and reasonable location, without liability to Southern Pursuit Limited for any resulting loss, cost, or inconvenience to that person, and without any obligation to refund fees paid in respect of the terminated Service.

50.2 Where a Customer or party member is removed from a Service under this clause, that person remains responsible for arranging and funding their own onward transport, accommodation, and any other costs.

PART J — INSURANCE

51. COMPANY INSURANCE

51.1 Southern Pursuit Limited maintains insurance cover that it considers appropriate for the operation of its business, including insurance in relation to its motor vehicles, general liability, material damage, and statutory liability risks. The nature and extent of that insurance may change from time to time at Southern Pursuit Limited's discretion.

51.2 Southern Pursuit Limited's insurance is subject to the terms, conditions, limitations, exclusions, and excesses of the relevant policies and does not cover:

- (a) the Customer's personal belongings, luggage, equipment, firearms, or other property;
- (b) loss, damage, theft, liability, or expense arising from the Customer's breach of this Agreement, including use by an unauthorised driver, prohibited use of a Vehicle, or failure to comply with any Equipment Instructions;
- (c) any amount falling within an applicable policy excess, which remains the responsibility of the Customer where the loss or damage is the Customer's responsibility under this Agreement; or
- (d) any loss or damage that is excluded under the terms of the relevant insurance policy.

51.3 Nothing in this Agreement constitutes a representation or warranty that any particular loss, claim, or event will be covered by Southern Pursuit Limited's insurance policies. Customers are responsible for arranging their own insurance for travel, cancellation, personal injury, personal property, and any other risks associated with the Services.

52. RECOMMENDATION FOR CUSTOMER INSURANCE

52.1 Southern Pursuit Limited strongly recommends that the Customer obtains their own travel, personal accident, life, health, and/or contents insurance covering participation in hunting, camping, and outdoor activities, use of Vehicles and Equipment, cancellation, and loss of or damage to personal belongings, before the Hire Period commences. Southern Pursuit Limited's insurance (if any) does not extend to the Customer's personal risk or property.

53. RESPONSIBILITY FOR CUSTOMER EQUIPMENT AND POSSESSIONS

53.1 Southern Pursuit Limited is not responsible for the Customer's own equipment, firearms, or possessions brought onto a Vehicle, into storage, or onto any premises operated by Southern Pursuit Limited, except where Southern Pursuit Limited has expressly agreed in writing to accept responsibility for specific items (for example, secure firearms storage arranged as part of the Services), in which case Southern Pursuit Limited's liability remains subject to clause 43.

PART K — CANCELLATION AND REFUND POLICY

54. CANCELLATION BY THE CUSTOMER

54.1 A Customer wishing to cancel a Booking must notify Southern Pursuit Limited in writing. The following cancellation charges apply based on the amount of notice given before the scheduled commencement of the Hire Period:

- (a) 7 days or more' notice: Full refund of any amounts paid;
- (b) 3 to 6 days' notice: Cancellation fee equal to 50% of the total Booking price;
- (c) Less than 48 hours' notice, or failure to attend (no-show): Cancellation fee equal to 100% of the total Booking price.

54.2 Notwithstanding clause 54.1, the Customer remains liable for any non-refundable costs, charges, or commitments incurred by Southern Pursuit Limited on the Customer's behalf before cancellation, including third-party supplier charges, provisioning costs, or contractor cancellation fees.

54.3 Any bond paid under clause 15 will be refunded to the Customer following cancellation of the Booking, less any amount properly deductible by Southern Pursuit Limited under this Agreement.

54.4 Amounts already spent or committed by Southern Pursuit Limited on the Customer's behalf before cancellation (for example, non-refundable third-party bookings, provisioning already purchased, or contractor cancellation fees) are payable by the Customer in addition to any cancellation charge under clause 54.1, to the extent not already included in that charge.

55. CANCELLATION BY SOUTHERN PURSUIT LIMITED

55.1 Southern Pursuit Limited may cancel a Booking at any time before the Hire Period commences where: (a) Southern Pursuit Limited is unable to provide the Services for reasons within its control (in which case the Customer will receive a full refund of amounts paid for the cancelled Services, or, at the Customer's election, a rescheduled Booking); or (b) cancellation is required due to a Weather or Safety Event under clause 56 or a Force Majeure Event under clause 57 (in which case clause 58 governs refunds).

55.2 Southern Pursuit Limited will give the Customer as much notice as reasonably practicable of any cancellation by Southern Pursuit Limited, together with the reason for cancellation.

56. WEATHER AND SAFETY EVENTS

56.1 Southern Pursuit Limited may cancel, postpone, shorten, alter the route or itinerary of, or otherwise modify a Booking, at any time, including after the Hire Period has commenced, where Southern Pursuit Limited reasonably considers that adverse weather, flooding, fire risk, road closure, land access restriction, or other safety-related condition makes it unsafe or impracticable to proceed as planned.

56.2 A decision made in good faith by Southern Pursuit Limited or its driver or staff under this clause is final, and Southern Pursuit Limited is not liable for any loss, cost, or inconvenience arising from a decision reasonably made for safety reasons, other than a refund or credit in accordance with clause 58.

57. FORCE MAJEURE

57.1 A "Force Majeure Event" means any event or circumstance beyond a party's reasonable control that prevents or delays that party from performing its obligations under this Agreement, including natural disaster, extreme weather, fire, flood, earthquake, pandemic or epidemic, civil unrest, war, act of terrorism, government action or restriction (including border closures, land access closures, or public health orders), strike or industrial action (other than by Southern Pursuit Limited's own employees), and failure of essential infrastructure or utilities.

57.2 If a party is prevented from performing its obligations by a Force Majeure Event, that party's obligations (other than an obligation to pay money already due) are suspended for the duration of the Force Majeure Event, and neither party is liable to the other for any resulting failure or delay in performance.

57.3 Where a Booking cannot proceed because of a Force Majeure Event, Southern Pursuit Limited will, at its discretion and having regard to any amounts already irrecoverably committed to third parties, offer the Customer a choice of: a credit for a future Booking; a rescheduled Booking, subject to availability; or a refund of amounts paid, less any costs already reasonably and irrecoverably incurred by Southern Pursuit Limited in connection with the Booking.

58. REFUND ENTITLEMENTS

58.1 Except as otherwise provided in this Part K, refunds (where payable) will be made using the original payment method within a reasonable time, and in any event within 10 business days of the refund being agreed or determined.

58.2 Nothing in this Part K limits any right the Customer may have to a refund, repair, or replacement under the Consumer Guarantees Act 1993 where that Act applies and has not been validly excluded under clause 43.6.

59. RESCHEDULING RIGHTS

59.1 Where a Customer or Southern Pursuit Limited elects to reschedule a Booking rather than cancel it (whether under clause 54, 55, 56, or 57), the rescheduled Booking is subject to availability and to any difference in price applicable to the new dates, and amounts already paid will be credited against the rescheduled Booking.

PART L — INTELLECTUAL PROPERTY

60. OWNERSHIP OF WEBSITE CONTENT

60.1 All content on the Website, including text, graphics, logos, images, photographs, video, software, and the layout and design of the Website (together, the "**Content**"), is owned by or licensed to Southern Pursuit Limited and is protected by copyright, trade mark, and other intellectual property laws of New Zealand and other jurisdictions.

61. LIMITED LICENCE TO USE

61.1 Southern Pursuit Limited grants the Customer a limited, non-exclusive, non-transferable licence to access and use the Website and Content for the Customer's own personal or internal business purposes in connection with making a Booking, and for no other purpose.

62. RESTRICTIONS

62.1 The Customer must not reproduce, distribute, modify, create derivative works from, publicly display, or otherwise exploit any Content, or use Southern Pursuit Limited's name, branding, logos, or trade marks, for any commercial purpose, without Southern Pursuit Limited's prior written consent.

62.2 The Customer must not use any automated system (including bots, scrapers, or data-mining tools) to access, monitor, or copy any part of the Website without Southern Pursuit Limited's prior written consent.

PART M — PRIVACY

63. PRIVACY

63.1 Southern Pursuit Limited collects, holds, uses, and discloses personal information about Customers in accordance with the Privacy Act 2020 and Southern Pursuit Limited's Privacy Policy, available at <https://www.southernpursuit.co.nz> which is incorporated into this Agreement by reference.

63.2 By submitting a Booking Request, the Customer acknowledges that they have had the opportunity to read the Privacy Policy and consents to the collection, use, and disclosure of their personal information as described in it, including disclosure to contractors, drivers, payment providers, and insurers as reasonably necessary to provide the Services.

PART N — COMPLAINTS AND DISPUTES

64. COMPLAINTS PROCESS

64.1 If the Customer has a complaint about the Services, the Customer should raise it with Southern Pursuit Limited as soon as reasonably possible, in the first instance by contacting office@southernpursuit.co.nz so that Southern Pursuit Limited has a fair opportunity to investigate and, where appropriate, remedy the issue.

64.2 Southern Pursuit Limited will acknowledge a written complaint within a reasonable time (Southern Pursuit Limited aims for 5 business days) and will investigate and respond with its position within a reasonable further period.

65. GOVERNING LAW AND JURISDICTION

65.1 This Agreement, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by, and must be construed in accordance with, the laws of New Zealand.

65.2 The parties submit to the non-exclusive jurisdiction of the courts of New Zealand, being the Invercargill District Court/High Court registry, in respect of any dispute or claim arising out of or in connection with this Agreement.

PART O — GENERAL PROVISIONS

66. ENTIRE AGREEMENT

66.1 This Agreement (comprising these Terms, the Booking Confirmation, and any Equipment Instructions incorporated by reference) constitutes the entire agreement between the Customer and Southern Pursuit Limited in relation to its subject matter, and supersedes all prior negotiations, representations, and agreements, whether written or oral, except in respect of any fraudulent misrepresentation.

67. SEVERABILITY

67.1 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under the law of any jurisdiction, that provision is deemed severed to the extent of the illegality, invalidity, or unenforceability in that jurisdiction, without affecting the validity or enforceability of the remaining provisions of this Agreement, or the validity or enforceability of that provision in any other jurisdiction.

68. WAIVER

68.1 No failure or delay by Southern Pursuit Limited in exercising any right, power, or remedy under this Agreement operates as a waiver of that right, power, or remedy, and no single or partial exercise of any right, power, or remedy precludes any other or further exercise of it. A waiver is only effective if given in writing and signed by an authorised representative of Southern Pursuit Limited, and applies only to the specific instance and purpose for which it is given.

69. ASSIGNMENT

69.1 The Customer must not assign, novate, or transfer any right or obligation under this Agreement without Southern Pursuit Limited's prior written consent. Southern Pursuit Limited may assign or transfer its rights and obligations under this Agreement, including in connection with a sale or reorganisation of its business, on reasonable notice to the Customer.

70. AMENDMENTS TO THESE TERMS

70.1 Southern Pursuit Limited may amend these Terms from time to time by publishing an updated version on the Website. Except as required by law, the version of these Terms in force at the time a Booking Request is submitted applies to that Booking, and amendments do not apply retrospectively to a Booking already confirmed, unless the amendment is required to comply with a change in law or is otherwise agreed by the Customer.

71. ELECTRONIC COMMUNICATIONS AND NOTICES

71.1 The Customer consents to Southern Pursuit Limited giving notices, invoices, Booking Confirmations, and other communications under this Agreement electronically, including by email or through the Booking Platform, in accordance with Part 4 of the Contract and Commercial Law Act 2017, and agrees that such electronic communications satisfy any legal requirement for communications to be in writing.

71.2 A notice or communication is deemed received: (a) if sent by email, on the day it is sent, provided no delivery failure notice is received, or otherwise on the next business day; and (b) if delivered through the Booking Platform, when posted to the Customer's account or booking record.

72. CONTACT DETAILS

72.1 Southern Pursuit Limited's contact details for the purposes of this Agreement are: Southern Pursuit Limited NZBN 9429053733153
Email: office@southernpursuit.co.nz

These Terms and Conditions were last updated on August 2026. Version 1.