



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THAMES-COROMANDEL DISTRICT COUNCIL**

**AND**

**THE NEW ZEALAND MOTOR CARAVAN  
ASSOCIATION INCORPORATED**

## Memorandum of Understanding

### Parties

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Thames-Coromandel District Council (Council)

New Zealand Motor Caravan Association Incorporated (Association)

### Background

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- A. The Council is a territorial authority with responsibility for the Thames-Coromandel District. As such it has the ability to enforce the provisions of the Freedom Camping Act 2011 (Act) and to promulgate bylaws relating to freedom camping within the district.
- B. The Association is formed to protect and promote the interests of its members and protect their reputation as responsible certified self-contained freedom campers.
- C. The parties are consistently in discussion on matters relating to freedom camping and wish to record in this memorandum matters upon which they have agreed.

### Understandings

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- 1. **Limiting Freedom Camping to Certified Self Contained vehicles only**
  - a. Both parties wish to promote the simple, consistent approach that freedom camping in New Zealand on local authority land should be strictly limited to certified self-contained vehicles only. Such consistency applied to local authority land from Cape Reinga to the Bluff ensures there's no room for misunderstanding or misinterpretation – every visitor (both domestic and international) will know their responsibilities wherever they freedom camp in New Zealand.
  - b. The parties will jointly and separately lobby other agencies (including Local Government New Zealand and other local authorities) seeking their support for the nationwide acceptance of this consistent approach.

## **2. Establishing an Endorsed Standard of Certified Self Containment**

- a. Both parties agree that the current New Zealand Standard 5465:2001 Self Containment of Motor Caravans and Caravans (Standard) is deficient in that it allows for ill-equipped 'bottom end' vehicles to be certified as self-contained. The parties agree that this fails to adequately provide for the protection of the public health and environment in areas used for freedom camping.
- b. Both parties agree they each have a long term goal of improving and lifting the standard of vehicles used for freedom camping in New Zealand. An important part of this improvement is to exclude such unsuitable vehicles from being certified as self-contained.
- c. As the major certifying agency under the Standard, the Association is proposing that it will create a Higher Endorsed Standard of certification. Only vehicles that are equipped with toilets that are deemed to be in a position suitable for practical use at all times within the vehicle will be certified to the Higher Endorsed Standard.
- d. The establishment of the Higher Endorsed Standard will provide Council and other territorial authorities with an opportunity to review and adopt bylaws under the Freedom Camping Act 2011 that make provision for motor caravans and caravans displaying the higher endorsed standard.
- e. The parties will jointly and separately lobby other agencies (including Local Government New Zealand, central government and other local authorities) seeking their support for the Higher Endorsed Standard and subsequent formal amendment to the Standard.

## **3. Payment of infringement fees**

- a. Currently it is optional for hirers of motor caravans and caravans to agree in a rental service agreement with a rental company that the rental company is able to pay any infringement fees and costs payable as a result of the issue of infringement notice to a hirer by deduction from a credit card.
- b. Where a hirer does not agree to this arrangement Councils are very often unable to pursue the infringement fee as the offender is overseas. The cost for Councils to recover unpaid infringement fees from offenders once they have left the country is prohibitive, which puts in jeopardy the effectiveness of the Act as a deterrent to visitors breaking the rules while freedom camping.

- c. In the first instance, both parties agree to jointly and separately lobby the motorhome rental industry to voluntarily play their part and assist in collecting infringement fines for Councils.
- d. Should that approach be rejected or fail to succeed, both parties agree to jointly and separately lobby other agencies (including central Government, Local Government New Zealand, rental companies and other local authorities) with particular focus on central Government seeking an amendment to the appropriate section of the Act. The amendment would seek to make it mandatory for hirers of motor caravans and caravans to agree in a rental service agreement with a rental company that the rental company is able to pay any infringement fees and costs payable as a result of the issue of infringement notice to a hirer by deduction from the hirer's credit card.

**Signed for Thames Coromandel District Council**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Signed for New Zealand Motor Caravan Association**

\_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Position: \_\_\_\_\_