

AGREEMENT TO HIRE RENTAL VEHICLE

Terms and Conditions

An agreement made between the Owner and the Hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

Vehicle Description

1. The Owner will let and the Hirer will take on hire the motor vehicle described in the agreement.

Duration of Hire

2. The term of the hire shall be for the period as described in this agreement.

Persons who may drive vehicle

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if each such person holds a current full driver's licence (particulars of which are given alongside their name and address) appropriate for the vehicle at the time when they are driving the vehicle.

Payments by the Hirer

4. The Hirer shall pay to the Owner as payment for the hire of the vehicle for the period of hire referred to in section 2 of this agreement the sum as specified in this agreement.

5. In addition to the payment referred to in section 3 of this agreement, the Hirer shall pay to the Owner the sum specified in this agreement for the insurance cover set out in section 4 of this agreement.

6. In addition to the payment specified in section 3 of this agreement the Hirer shall pay to the Owner on termination of the hiring a distance charge at the rate referred to in this agreement.

The total distance that the Hirer may run the vehicle during the period of hire shall not exceed _____ kilometres.

7. The Hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of the hire.

Hirer's Obligations

8. The Hirer shall ensure that:

- the water in the radiator and battery of the vehicle is maintained at the proper level;
- the oil in the vehicle is maintained at the proper level;
- the tyres are maintained at their proper pressure.

9. 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.

Insurance

10. Subject to the exclusions set out below, the Hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability they 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.

Subject to the exclusions set out below, the Hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$10,000,000 in respect of any liability they might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle. This does not include property carried on or in the vehicle.

EXCLUSIONS

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

- the driver of the vehicle is under the influence of alcohol or any drug that affects their ability to drive the vehicle;

- the vehicle is in an unsafe or unroadworthy 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 the unsafe or unroadworthy condition of the vehicle;
- the vehicle is operated in any race, speed test, rally, or contest;
- the Hirer is not a body corporate or department of State and the vehicle is driven by any person not named in clause 3 of the agreement;
- the vehicle is driven by any person who at the time when he drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- the vehicle is willfully or recklessly damaged by the Hirer or any other person named in section 1 of the agreement or driving the vehicle under the authority of the Hirer or is lost as a result of the wilful, or reckless behaviour of the Hirer or any such person;
- the vehicle is operated on the following roads – any unsealed road, beach or as noted on the agreement, Crown Range Road (Queenstown), Ball Hutts Road (Mt Cook), Skippers (Queenstown);
- the vehicle is operated outside the term of the hire or any agreed extension to that term.

It is agreed between the Owner and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect of the above exclusions as if this clause constituted a contract of insurance.

Hirer's Liability

The Hirer acknowledges that they shall be liable in respect of the first \$1500 + GST of the damage or loss referred to in the insurance cover specified in this clause. This does not apply to damage or loss resulting from a fire or from the theft or conversion or attempted theft or conversion of the vehicle.

Rejection of Insurance

11. If insurance is rejected the Hirer accepts by their signature on this form that the vehicles hired to them at their own risk in respect of loss of or damage to the vehicle and consequential loss by the Owner. The Hirer by their signature on this form accepts that they may be liable to the Owner for any loss of or damage to the vehicle and consequential loss. If insurance is rejected the Hirer accepts by their signature on this form that they have no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

Owner's Obligations

12. The Owner shall supply the vehicle in a safe and roadworthy condition.

13. 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 7 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.

Mechanical Repairs and Accidents

14. If the vehicle is damaged or requires repair or salvage, whether because of an accident or a breakdown, the Hirer shall advise the Owner of the full circumstance by telephone as soon as practicable.

15. 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.

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

Note to Hirer

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.

AGREEMENT TO HIRE RENTAL VEHICLE

Terms and Conditions – continued

Use of the Vehicle

17. 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 licenced under Part VII of the Transport Act 1962 or exempted from licensing under the Act.

18. The Hirer shall not:

- a) sublet or hire the vehicle to any other person;
- b) permit the vehicle to be operated outside his 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 alcohol or under the influence of drink or drug);
- d) operate the vehicle or permit it to be operated in any race, speed test, or 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 Act, regulations or bylaws 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 driving the vehicle the Hirer or other person is not the holder of a current full driver's licence appropriate for the vehicle or drive the vehicle in breach of the transport act log book regulations;
- i) the Hirer is liable for any parking or traffic violation.

Return of the Vehicle

19. The Hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the Owner's place of business or the Owner's agent's place of business, or obtain the Owner's consent to the continuation of hire.

Hirer's Liability for cleaning charges

20. If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or deodorising, the Hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle. Such charges include but are not limited to cleaning of:

- a) spillage of fluids such as drinks, milk, oil, paint, etc;
- b) perishable food;
- c) removal of hair, stains and odours due to animals in the vehicle;
- d) fish and associated smells;
- e) vomit;
- f) cigarette/cigar smoke smells.

Toll Notices and Infringement Fees

21. In the event that the Owner receives an unpaid toll notice relating to the period the vehicle was on hire, the owner will charge the Hirer a \$25.00 administration fee for transfer of liability of the notice to the Hirer.

22. In the event the Owner receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire:

- a) the Owner will notify and provide the Hirer details of the infringement notice as soon as is practical;
- b) provide the necessary information to the relevant authority for such notices to be directed to the Hirer;
- c) an administration fee of \$50 will be charged to the Hirer for transfer of liability for the notice to the Hirer;
- d) the Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;
- e) the Hirer has the right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue for the reminder notice.

Calculation of charges

23. The owner calculates rental days as the number of consecutive 24-hour periods starting at the earlier of the time the rental was booked to start or the actual start time and finishing at the later of time the rental was booked to finish or the actual finish time. An extra day is charged after allowing a grace period of 1 hour and 59 minutes.

24. Extensions authorised by the Owner are charged at the same daily rate as the original rental.

25. All transactions under this agreement are calculated in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the Hirer's credit card. The Owner accepts no liability for any such variations.

26. The Hirer will be responsible for the entire cost of the hire should the Hirer's agent's voucher they present not be paid within 60 days by the Hirer's agent. The total payment will be charged to the Hirer's credit card given to the Owner as a security bond. The Hirer agrees their only recourse is through the Hirer's agent in the event of such an occurrence.

Accidents

27. In the event of an accident the Hirer shall:

- a) notify the Owner of the full circumstances as soon as practical;
- b) notify the NZ Police if the accident involves injury;
- c) record full details of all parties, witnesses to and vehicles involved in the accident;
- d) if possible, prepare a written statement of the facts signed by all parties. If agreement can not be reached, obtain a copy of the Police report.

28. In the event of an accident the Hirer shall not:

- a) make any admission of liability;
- b) arrange or undertake any repairs or salvage without the Owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

Immediate return of vehicle where default or damage

29. The Owner shall have the right to terminate the hiring and take immediate possession to 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 right of the Hirer under this agreement or otherwise.

Note to Hirer

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.