

# Vehicle Hire Terms and Conditions

This agreement is between the rental company named in the schedule or rental agreement ("the owner") and the hirer whose name appears in the schedule or rental agreement. The owner and hirer agree as follows:

## 1. RENTAL VEHICLE DESCRIPTION

The owner will let and the hirer will take on hire the motor vehicle as stated in the rental agreement ("the vehicle") on the terms set out in this agreement.

## 2. DURATION OF HIRE / AMENDMENTS TO HIRE

(a) The term of hire shall commence and cease at the time and dates specified in the rental agreement. Daily hire rates are on a 24-hour basis. The first hour of late return is free, after the first hour late a full day hire applies.

(b) Rates and conditions written in our printed material or published on our website are correct at the time of publishing and are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates applicable to your rental once the booking has been confirmed, unless a booking is amended.

(c) All amendments are subject to approval by the owner. If a reservation amendment occurs and the hire period is reduced and/or drop off location altered prior to collection of the vehicle, the rate may be recalculated.

(d) Should the hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.

(e) The owner must authorise any rental extension beyond that specified in the rental agreement prior to return of the vehicle. All extensions are subject to availability and must be requested at least 48 hours prior to the original drop off date on the rental agreement. The owner reserves the right to charge a penalty fee of \$500 in addition to the current rental daily rate, in the case of any unauthorised extensions.

(f) No refund will be provided should the hirer return the rental vehicle prior to the return date and time specified on the rental agreement.

## 3. PERSONS WHO MAY DRIVE THE VEHICLE

The vehicle may be driven during the period of hire only by the persons described in the rental agreement and only if each such person holds a valid drivers licence which must be presented to the owner at time of pick up. If the licence is not printed in English it must be accompanied by an accredited English translation. Only persons 18 years and over may be hirers and authorised drivers.

## 4. USE OF THE VEHICLE

The hirer must not use or permit the vehicle to be used for carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 4a of the Land Transport Act 1998.

The hirer must not:

- Sublet or hire the vehicle to any other person.
- Allow the vehicle to be operated outside his or her authority.
- Operate the vehicle or permit to be operated, in circumstances that constitute an offence by the driver against sections 56, 57, 57A and 58 of the Land Transport Act 1998 or any other Act, regulations, or by laws relating to road traffic.
- Operate the vehicle or allow it to be operated in any race, speed test, rally or contest.
- Operate the vehicle or permit it to be operated in breach of the Land Transport Act 1998, the Traffic Regulations Act 1976, the Transport Act 1962, or any other Act, regulations, or by laws relating to road traffic.
- Operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle.
- Drive or allow the vehicle to be driven, by any person if at the time of his or her driving the vehicle, is not the holder of a current driver's license appropriate for the vehicle, or permit the vehicle to be driven by any person who is not an authorised driver named on the rental agreement or schedule.
- Operate the vehicle or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the owner.

## 5. GPS SATELLITE NAVIGATION UNITS

Due care should be taken with GPS devices whilst rented from the owner. Do not leave the GPS units in sight when the vehicle is unattended.

agreement, the hirer shall pay to the owner the sum specified in this agreement for option(b) The hirer is liable for total loss, missing components or parts or damage to the GPS unit, to a maximum charge of NZD\$400.00.

(c) The owner is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the GPS unit.

(d) The hirer agrees to follow all safety and usage guidelines provided by the manufacturer of the GPS device and the owner.

## 6. PAYMENTS BY HIRER

(a) The hirer shall pay the owner in full prior to dispatch (as payment for the hire of the vehicle for the agreed period) for the hire of the vehicle the sum as specified in the rental agreement.

(b) The hirer must have a credit card for bond and security purposes. (Debit Cards are not acceptable for security).

(c) The hirer agrees to pay any additional costs in connection with the hire including (but not limited to) parking, toll road and speeding fines, damage to the vehicle, puncture repair and relocation and cleaning fees as incurred in connection with the hirer's possession of the vehicle, including those which become apparent following termination of the hire. The hirer authorises the owner to debit his credit card for the same.

(d) In addition to the payment for the hire of the vehicle as specified in the rental extras including but not limited to roof racks; snow chains; GPS devices; Insurance Excess Reduction (IER).

(e) In addition to the payment for the hire of the vehicle the hirer shall pay to the owner on termination of the hiring any applicable distance charges at the rate referred to in the rental agreement.

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

(g) The hirer will be responsible for the entire cost of the hire should the voucher they present from a booking agent not be paid by the agent. The total payment will be charged to the hirer's credit card should payment from the agent not be received.

(h) The following credit cards will be accepted: Visa; Mastercard.

## 7. ADDITIONAL HIRE COSTS

(a) After hours hires are available on request and will incur additional charges as quoted in the owner's schedule of charges. A fuel bond of NZD \$100.00 may be charged where a vehicle is due for return outside our office hours or to a non-branch location.

Providing that the vehicle is returned full of fuel then the fuel bond will be refunded when the vehicle is checked in by our staff.

(b) Any unpaid infringements including traffic; parking; and toll road incurred during the hire period are transferred to the hirer and an administration charge of NZD \$50.00 will be charged to the hirer's credit card.

(c) Payments made by the hirer using a credit card will incur an additional credit card surcharge fee calculated at 2.5% of the value of the transaction.

## 8. HIRER'S OBLIGATIONS

(a) 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;

(b) 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.

(c) Smoking and/or animals are not permitted in the vehicle at any time. The owner reserves the right to charge a minimum vehicle grooming fee of NZD\$250 plus GST in the case of failure to comply with these policies.

(d) It is the hirer's responsibility to be aware of and act in compliance with all the New Zealand Transport Agency rules and regulations.

(e) It is the hirer's responsibility to ensure that child restraints are installed correctly in the vehicle. It is strongly recommended by the New Zealand Transport Agency that children should be seated in the rear of the car.

(f) The hirer shall ensure that a copy of the rental agreement is kept in the vehicle throughout the term of the hire and produced without delay for inspection on demand by an enforcement officer.

(g) The hirer is responsible for the cost of fuel used during the hire unless agreed in writing by the owner. In the event that the vehicle is returned with less than a full tank of fuel unless a NZD\$50.00 refuelling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

## 9. OWNERS OBLIGATIONS

(a) The owner shall supply the vehicle in a safe and roadworthy condition.

(b) 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 The cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

## 10. INSURANCE

(a) 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 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. (Excluding single vehicle accidents where all salvage costs arranged by the owner will be the responsibility of the hirer).

(b) Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$250,000 in respect of any liability he might have or damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle. The indemnity does not apply to any property being transported in the hire vehicle at the time of accident.

## 11. EXCLUSIONS

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

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

b. The vehicle is in 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 the unsafe or un-roadworthy condition of the vehicle;

c. The vehicle is driven by any person other than the hirer or an authorised driver named in the rental agreement

d. The vehicle is operated by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a drivers licence appropriate for the vehicle.

e. The vehicle including its accessories and spare parts is wilfully or recklessly damaged by the hirer or any person named as an authorised driver in the rental 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. (Note: Punctures, damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).

f. The vehicle is operated on any of the following roads: Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), all roads north of Colville (Coromandel Peninsula), or any unformed road including any beach.

g. The vehicle is operated in any race, speed test, rally or contest.

h. The vehicle is operated outside the term of the hire or any agreed extension of that term and or in contravention of any other clause of this agreement.

i. The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers or flooded roads. The owner reserves the right to charge a minimum salt water damage fee of NZD\$2500 plus GST in the case of any contact with salt water.

j. The vehicle including its accessories and is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks, or by any item carried inside or outside the vehicle, such as a surfboard or bicycle.

k. The hirer does not report, to the owner, an accident or damage to the vehicle within 12 hours of the incident occurring, unless extenuating circumstances make this not practical.

l. Where the hirer or driver has caused damage or injury by driving on the incorrect side of the road, or is charged with, or convicted of a driving offence.

m. The vehicle, property or any other vehicle is damaged in circumstances which are illegal in New Zealand.

n. The damage to the vehicle is to the under body or roof.

o. It is agreed between the owner and the hirer that section 11 of the insurance Law Reform Act 1997 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. The hirer acknowledges by signing the rental agreement form that the hirer is aware of the above exclusions.

## 12. INSURANCE CHARGES

(a) Where a third-party causes damage to the vehicle, the hirer is liable for damages as specified in their rental agreement. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered, therefore the due amount will be debited to your credit card immediately regardless of fault.

(b) Where the car has been returned during or outside office hours and the vehicle has undiscovered damage to the windscreens or body covered by insurance, the client will be charged and sent a letter summarizing the cost of repairs.

(c) An insurance excess charge shall be taken for each accident. In the event of a replacement vehicle being dispatched, the excess will revert back to the standard excess irrespective of the purchase of Insurance Excess Reduction.

(d) The excess is applicable regardless of who is at fault and must be paid at the time the accident is reported, not at the completion of the rental. The excess will be refunded only if the owner is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

## 13. HIRER'S LIABILITY

In the event the hirer elects not to purchase Insurance Excess Reduction (IER), the hirer is absolutely liable for any damage up to the amount specified in the rental agreement irrespective of who is at fault. In this context damage includes:

(a) Any and all damage to the vehicle including, but not limited to, windscreens, tyres, break-in or vandalism, theft, fire, towing and recovery costs.

(b) Damage to third party property.

(c) Loss of use of the vehicle by the owner during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate shown in the rental agreement

(d) The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

## 14. INSURANCE NOT VALID ON UNSEALED ROADS

**14. INSURANCE EXCESS REDUCTION (IER)**  
Insurance Excess Reduction (IER) reduces the hirer's liability for damage to the agreed insurance excess (deductible), subject to the following conditions and exclusions. IER does not cover damage or loss associated with:

(a) Continuing to drive a vehicle if a warning light appears. The owner must be contacted immediately.

(b) Costs to replace keys which have been lost or the retrieval of keys which have been locked inside a vehicle.

(c) Personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out their own personal insurance.

(d) The incorrect filling of fluid or fuel tanks. Place the correct type of fuel in the vehicles tank (petrol or diesel only).

(e) Recovery of a vehicle which has become bogged or immovable.

(f) Cost of repair or replacement of other products.

(g) Costs arising under clause 10 Exclusions.

(h) In the event a vehicle is replaced the IER is not transferable to the replacement vehicle.

(i) Damage to the under body or roof of a vehicle.

(j) Full liability for any damage to the owner's vehicle and any third party property if these terms and conditions are not complied with.

## 15. REJECTION OF INSURANCE

If the offer of a Insurance Excess Reduction (IER) is rejected, the hirer accepts by signing the rental agreement 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 form that he or she may be liable to the owner for damage to or loss of the vehicle and consequential loss. If the offer of IER is rejected the hirer accepts by signing the front of this form that he or she is liable for the cost of full excess under this agreement in respect of any damage, injury, or loss caused to any person or property. The hirer acknowledges by signing the IER rejection clause in the rental agreement that they have been offered a IER and have rejected this offer.

## 16. MECHANICAL REPAIRS AND ACCIDENTS

(a) If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall:

I. Advise the owner of the full circumstances as soon as practicable, but within a maximum period of 12 hours.

II. Notify the NZ Police if the accident involves injury and comply with all laws of New Zealand.

III. Record full details of all parties, witnesses to and vehicles involved in the accident.

IV. If possible, prepare a written statement of the facts signed by all parties. If agreement cannot be reached, obtain a copy of the Police report.

(b) The hirer shall not:

I. 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 damages to the vehicle or to other property.

II. Make any admission of liability

(c) In the event that an accident renders the vehicle unfit to drive, The Owner will make no refund for the unused hire period (including IER payment if applicable) and the provision of a replacement vehicle shall be at The Owner's sole discretion. The Owner shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location. In the event that The Owner decides to offer the hirer an alternative vehicle, the vehicle shall be made available at the closest branch, not delivered to the accident location. The Owner reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer IER cover for the replacement vehicle.

(d) If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, The Owner will refund to the hirer the rental charges that relate to the period during which the car could not be used. The Owner undertakes to arrange repair or replacement with another vehicle as soon as practicable.

(e) The hirer undertakes not to permit or instruct any person to interfere with any mechanical aspect of the vehicle including, but not limited to, the distance recorder, speedometer, engine, transmission, braking or suspension systems of the vehicle.

## 17. RETURN OF VEHICLE

(a) 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 at the agent's place of business, or obtain the owner's consent to the continuation of hire.

(b) The vehicle is to be returned in a clean and tidy condition; if not, a minimum NZD \$250.00 plus GST cleaning fee may apply. The vehicle is to be returned with a full tank of petrol, if it is not filled with fuel a NZD \$50.00 administration fee will apply in addition to the cost of the fuel.

(c) Upon return of the vehicle the hirer undertakes to pay the account in full on or before the due date. In default of such prompt payment, the hirer shall undertake to pay late payment fees of 2.5% per month on any outstanding balance and to indemnify the owner and pay all costs and expenses which the owner may incur recovering any overdue account.

## 18. TERMINATION OF HIRE

(a) The Owner shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises or allow any agent to enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

I. The hirer is in breach of any material term of this agreement;

II. The hirer has obtained the vehicle through fraud or misrepresentation;

III. The payment for the rental is in arrears;

IV. The vehicle appears to be abandoned;

V. The vehicle is not returned on the agreed return date;

VI. The vehicle is damaged;

VII. The Owner considers, on reasonable grounds, that the vehicle is endangered.

(b) In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of The Owner under this agreement or otherwise.

## 19. EXCHANGE RATE VARIATIONS

All amounts quoted under this agreement and in the rental agreement are 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.

## 20. RELEASE AND INDEMNITY OF THE OWNER

(a) The hirer releases The owner and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

(b) The hirer hereby indemnifies and shall keep indemnified the owner and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer by reason of the hirer's use and/or possession of the vehicle.

(c) Any indemnity received by the hirer shall not operate to indemnify the owner in respect any negligent act by the owner.

## 21. CANCELLATION POLICY

(a) When a booking is cancelled more than 7 days in advance of the booking 20% of the value of the booking will be charged.

(b) Where a booking is cancelled less than 7 days in advance 50% of the booking will be charged.

(c) Where a booking is cancelled less than 1 day in advance a charge of a minimum 3 days hire or 50% of the booking, whichever is the greater, will be made.

(d) If you are a "no show" and have not notified us at least 24 hours prior to pickup of your intention to cancel, we reserve the right to charge the full cost of the hire.

## 22. UNPAID CHARGES AND DEBT RECOVERY

All unpaid fees and charges owing by the customer may be referred to a debt collection agency. The customer will be liable for all collection agency costs.

A default interest rate of 15% will be added to all unpaid fees and charges.

## 23. RATES / TERMS & CONDITIONS

Rates and terms & conditions are subject to change without notice.

## NOTE TO HIRER

A copy of this agreement must be kept in the vehicle throughout the term of the hire and produced without delay for inspection on demand by an enforcement officer.