

Auckland Vehicle Rentals Rental Agreement Terms and Conditions

This rental vehicle agreement ("Agreement") is made between the rental service operator ("Operator") and the hirer whose particulars are recorded in this agreement ("Hirer").

The following is agreed:

Vehicle description and term of hire

1. The Operator will let, and the Hirer will take, the motor vehicle, details of which are set out on page 1 of this agreement ("Vehicle"), for the term of hire as described in this agreement.

Persons who may drive the Vehicle

2. The Vehicle must only be driven -
a) by persons named or described in page 1 of this Agreement; and
b) by persons who hold a valid and current overseas or NZ full driver licence (with translation if required) that is appropriate for the class of Vehicle; and
c) within the conditions of the Hirer's licence.

The licence details are recorded in the agreement alongside each person's name and address.

Payments by Hirer

3. The Hirer must pay the Operator for the hire of the Vehicle the sum or sums specified in page 1 of this Agreement.

4. In addition to the payment specified in clause 3 above, the Hirer acknowledges that s/he will be liable at the end of the hire period to pay the Operator any applicable additional charges. These may include charges for additional distance driven, fuel, RUC, late return, damage to or repair of the Vehicle (subject to the other terms of this Agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clauses 21 to 24) and the administration costs relating to these fines and fees, and toll charges. **The Operator is entitled to deduct any such charges from the Hirer's credit card during or after the term of hire is completed, or the Hirer may pay such charges as agreed with the Operator, such choice is at the Operator's discretion.**

Use of the Vehicle

5. The Hirer must not:
a) use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the Operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("Act");
b) sublet or hire the Vehicle to any other person;
c) allow the Vehicle to be used outside his/her authority;
d) operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;
e) operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
f) operate the Vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011;
g) operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the Vehicle;
h) drive or allow the Vehicle to be driven on any roads excluded in clause 19(c) of this agreement, or on any beach, driveway, or surface likely damage the Vehicle.

Hirer's obligations

6. The Hirer must ensure that:
a) all reasonable care is taken when driving and parking the Vehicle;
b) the water in the Vehicle's radiator and battery are maintained at the proper level;
c) the oil in the Vehicle is maintained at the proper level;
d) the tyres are maintained at their proper pressure;
e) the Vehicle is locked and secure at all times when it is not in use;
f) the distance recorder or speedometer are not interfered with;
g) no part of the engine, transmission, braking or suspension systems are interfered with; and
h) should a warning light be illuminated or the Hirer believe the Vehicle requires mechanical attention, they stop driving and advise the Operator immediately.

Operator's obligations

7. The Operator will supply the Vehicle in a safe and road worthy condition, displaying a valid and current Certificate of Fitness.

Mechanical repairs and accidents

8. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer must notify the Operator of the full circumstances immediately.
9. The Hirer must not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
10. If the vehicle requires repair or replacement, the operator must arrange repairs to the vehicle or arrange a replacement vehicle within a reasonable time frame, provided that the operator will not be required to repair or replace the vehicle if it was damaged while being operated in a manner which breaches this agreement.

Return of Vehicle

11. The Hirer must, at or before the expiry of the term of hire, deliver the Vehicle to the place of business of the Operator or Operator's agent as shown on page 1 of this Agreement, or obtain the Operator's consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause 11, the Hirer will be liable for additional charges for the late return of the Vehicle.

Liability

12. Subject to clauses 13, the Hirer is liable for:
a) any loss of, or damage to, the Vehicle and its accessories (excluding fair wear and tear) and any consequential damage, loss or costs incurred by the Operator, including salvage costs;
b) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

Insurance

13. The Operator's rental fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010. Under the Policy, every person named in this Agreement as a person permitted to drive the Vehicle, subject to clauses 15 and 18, is covered against the losses set out in clause 12.

IMPORTANT: the Operator is not providing insurance services to the Hirer. The Operator manages the insurance provided under the Policy. The Operator reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to immediately contact, and solely deal with, the Operator.

14. The cover provided under the policy is limited to the value of \$3000 + GST in respect of clauses 12 (a) and 12 (b)

15. The Hirer can make his/her own insurance arrangements, provided that the Operator is satisfied at the Hirer's insurance is comparable to the cover under the Policy.

16. If the hirer elects to not make his/her own insurance arrangements in accordance with clause 15, the Hirer must pay a contribution to the Operators total excess under the policy to the amount of \$3450 inclusive of GST.

17. If the Hirer elects to pay an excess waiver fee documented, or the amount noted of on ACCEPTANCE then the Operator agrees to waive their right to claim from the Hirer the maximum excess contribution in Clause 16. In all cases the operator can claim the minimum of \$287.50 inclusive of GST, or the amount noted on page 1 of this agreement.

18. The Hirer **will not be covered** under the Policy (and therefore is personally liable for all damage/loss under clause 12) if -

- a) the driver of the Vehicle is under the influence of any intoxicating substance, drug or alcohol;
- b) the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
- c) the Vehicle is driven in any race, speed test, rally, hill climbing, or contest;
- d) the Vehicle is driven in breach of clause 2;
- e) the Vehicle is being driven outside the Policy's description of use; or
- f) the Hirer has elected to use their own insurance in accordance with clause 15.

19. Despite anything else contained in these terms and conditions, and regardless of whether the Hirer has paid the Excess Waiver Fee, **the Hirer will be liable for all damage, loss and costs referred to in clause 12 up to the amount of the Operator's Total Excess under its Policy** (including reasonable indirect costs associated with claiming) where -

- a) the driver commits any offence under any traffic regulation or statute that, in the reasonable opinion of the Operator, contributed to the accident or loss;
- b) in the reasonable opinion of the Operator, the vehicle was driven in a manner that posed real danger to the lives and/or property of any other person, and this contributed to the accident or loss;
- c) the Vehicle was driven on any of the following roads or locations - Skippers Canyon, Beaches, Creeks, Fords or River Beds - Salt or Water damage.
- d) the Vehicle was operated beyond the term of this Agreement or any agreed extension of the term, and, in the reasonable opinion of the Operator, this contributed to the accident or loss.
- e) any damage to the roof or underbody of the vehicle.
- f) Any damage to the vehicle or accessories due to the incorrect fitting of snow chains, ski/snowboard racks, bike racks or any other item carried inside or outside the vehicle, such as a surfboard or bicycle.
- g) any costs incurred by the operator in recovering outstanding charges or fees owed to the operator, plus interest accruing at 15% per annum.

Bond

20. The Operator may require the Hirer to pay a bond at the start of the hire. If loss occurs under clause 12, it may be deducted to the value of the loss or be used to contribute to the Excess Contribution or Total Excess (whichever applies).

Infringement offences

21. The Hirer is liable for an offence committed during the period of hire where the offence -
a) is a speeding offence, toll offence or offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment; or
b) an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004; or
c) was an offence under section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle.

22. The Hirer must pay any infringement fee and costs that may become payable because of an infringement notice served on the Operator for any of the offences set out in clause 21 (a) to (c), and the **Hirer authorises the Operator to debit their credit card with such infringement fee and costs, including an administration cost of up to \$34.50 per infringement notice received.**

23. If the Operator receives an infringement notice or a reminder notice for an offence under clause 21, the Operator will send the Hirer a copy of the notice and the rental service agreement within 5 working days, and -

- a) In the case of the Operator receiving an infringement notice, notify the Hirer that the Operator will debit the Hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement upon receipt of a reminder notice; or
- b) In the case of the Operator receiving a reminder notice only, notify the Hirer that the Operator will debit the Hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement.

24. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and 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 of the reminder notice).

Dangerous driving and personal information

25. If, in the reasonable opinion of the Operator, the Hirer's driving is likely to pose a real danger to themselves and/or the lives of any other person, then -
a) The Operator may cancel this Agreement immediately with written or verbal notice; and
b) The Hirer must, as soon as practicable, return the Vehicle to the place of business of the Operator or Operator's agent; and
c) The Hirer's personal information contained within this Agreement may be disclosed to other relevant operators for the purpose of promoting safe driving in New Zealand.

Privacy Policy

26. The Operator may collect information about the Hirer in connection with the performance of this Agreement. The Hirer may not be able to perform this Agreement if all the information requested is not provided. Information collected and held about the Hirer may be used by the Operator in connection with the performance of this Agreement. The Operator may disclose such information to other NZ Rent a Car operators, its related bodies corporate and contractors for the purposes of performing this Agreement. The Operator may also disclose such information in accordance with clause 25(c) of this Agreement. Such information will be stored in accordance with applicable privacy policies and procedures. Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information. The Operator will comply with the Privacy Act 1993 and any applicable regulations and codes in connection with the collection and use of such information.

NOTE: THE OPERATOR MUST GIVE THE HIRER AT LEAST ONE COPY OF THIS AGREEMENT. IT IS THE HIRER'S DUTY TO KEEP A COPY OF THE AGREEMENT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCE IT ON DEMAND TO AN ENFORCEMENT OFFICER.