

## TERMS AND CONDITIONS TO HIRE A RENTAL VEHICLE

This agreement is made between Autorent Ltd (the owner) incorporating (Christchurch Rental Car) and the customer (the hirer) whose particulars are entered in the attached agreement. Both parties hereby agree to the following:

### **VEHICLE DESCRIPTION**

The owner will let the hirer and the hire will take on hire the motor vehicle as described on the attached agreement hereafter referred to as "the vehicle".

### **2: DURATION OF HIRE**

The duration of hire shall be the period as stated in this agreement or any authorised extension.

### **3: PERSONS WHO MAY DRIVE**

The vehicle may be driven during the period of hire only by the hirer and persons described as additional driver/s in this agreement and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle (includes relevant international equivalent).

### **4: PAYMENTS BY HIRER**

The hirer shall pay the owner, prior to the dispatch of the vehicle, the sum as specified in this agreement, as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement. Rental days consist of a consecutive 24hr period starting at the commencement time of the hire. THE MINIMUM RENTAL PERIOD AS STATED UNDER VEHICLE TYPE, x 24 Consecutive hrs).

The hirer shall also pay the owner the sum specified in this agreement for the purposes of insurance.

The hirer shall pay for all petrol or diesel used in the vehicle during the period of the hire.

In the event of non payment of any charges related to the hire or use of the vehicle, all cost of collection and debt recovery will be liable by the hirer. An additional administration fee of \$25.00 may apply.

The hirer shall pay for any excess mileage travelled that is over and above the daily allowance specified for the vehicle type in this agreement.

A \$40.00 fee will apply for collection of vehicles outside of office hours

A recovery fee will apply, if by prior arrangement, the vehicle is to be left at a location other than the owners' depot.

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 30 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 occurrence.

### **5: HIRER'S OBLIGATIONS**

The hirer shall ensure that:

The water in the radiator and battery of the vehicle are maintained at the correct level.

The oil in the vehicle is maintained at the correct level.

The tyres are maintained at the correct pressure.

All reasonable care is taken in handling and parking the vehicle and it is securely locked when not in use.

A copy of this agreement is kept in the vehicle throughout the term of the hire and produced on demand by any police officer or other authorised employee of the Land Transport Safety Authority.

### **6: INSURANCE**

Subject to the exclusions as set out below, the hirer and any driver authorised to drive the vehicle is indemnified in respect of any liability above the insurance excess amount as shown on the agreement he/she might have to the owner in respect of the loss 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, it's accessories and spare parts.

Subject to the exclusions as set out below, the hirer and any driver authorised to drive the vehicle is indemnified to the extent of \$1,000,000 in respect of any liability he/she 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. (Note: There is no personal insurance cover for those travelling in the vehicle under this agreement.)

### **7: EXCLUSIONS TO INSURANCE**

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

a) The vehicle is operated off-road (unsealed road), on any beach, or any of the following roads: Ninety Mile Beach (Northland), roads north of Colville Township, Ball Hutt Road (Mt Cook), Skippers Road (Queenstown).

b) The damage is to the underside of the vehicle.

c) The driver of the vehicle is under the influence of alcohol or any drug that may affect his/her ability to drive the vehicle.

d) The vehicle is in an 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 unroadworthy condition of the vehicle.

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

f) The vehicle is driven by any person not named as an authorised driver in the agreement unless the vehicle is hired by a Body Corporate or Department of State.

g) The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or never held a driver's licence appropriate for that vehicle

h) Any action or inaction of the hirer or other authorised driver may be deemed to be careless, reckless, imprudent or irresponsible or may be deemed to be contrary to the actions a prudent person would take in the care of their own property.

i) The vehicle has been subject to water submersion or salt water.

j) The vehicle is operated outside the terms of the hire or any authorised extension of those terms.

k) The loss or damage occurred under circumstances where the Police press charges against the driver for careless use or dangerous driving.

It is agreed between the owner and the hirer that Section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this constituted a contract of insurance

### **8: NOT COVERED BY VEHICLE INSURANCE**

a) Any extra supplied with the vehicle including GPS systems, child seats, snow chains or roof storage systems and/or racks.

b) Damage caused by incorrect fitting of snow chains or damage caused by or to overhead storage systems and/or roof racks.

c) The cost of keys which have been lost or broken or the cost of retrieval of keys which have been locked inside the vehicle.

d) Tyre / wheel cover / rim damage or the cost of puncture repairs.

e) Continuing to drive if a warning light appears may result in the hirer being responsible for all costs incurred.

f) Vehicles registered with the Automobile Association (AA) 24hr roadside assistance covers any mechanical faults. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer; • The vehicle running out of fuel • Keys being lost or locked inside the vehicle • Flat batteries as a result of lights or keys being left on • A breakdown as a result of damage caused in an accident. All AA non-mechanical call-outs will incur a call-out fee.

All costs arising from the Exclusions to Insurance are at the risk of the hirer who agrees to indemnify the owner fully for any such loss.

g) Any damage caused to the vehicle by the incorrect fuel type being used in refuelling.

### **9: OWNERS OBLIGATIONS:**

a) The owner shall to the best of their ability 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 hire.

### **10: MECHANICAL REPAIRS & ACCIDENTS**

a) If the vehicle is damaged or requires repair or salvage whether because of an accident, incident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practicable and accepts that under no circumstances shall the vehicle be abandoned and that the security of the vehicle remain the hirer's responsibility until uplifted by the owner or owner's agent.

b) In the event of a vehicle accident, incident or breakdown the hirer will provide every assistance requested by the owner in relation to repairs or recovery of the vehicle and to comply with all haste to requests relating to filling out a Damage Report or Insurance Claim form at the owner's or their nominated agent's place of business.

c) In the event of the vehicle developing a mechanical problem during the term of hire, the hirer shall notify the owner immediately and following instructions given by the owner or owner's agent to prevent further mechanical damage.

d) 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 other property.

e) In the event that an accident renders the vehicle un-roadworthy, the owner will make no refund of the unused hire days and the provision of a replacement vehicle shall be at the owner's sole discretion and availability. In these circumstances the owner shall not be responsible for the cost of transporting the hirer and any accompanying passenger away from the accident location.

f) In the event that the owner offers the hirer an alternative vehicle, the vehicle shall be made available at a arranged branch or agency. All costs of relocating the vehicle to the accident location would be at the hirer's expense.

g) The hirer shall ensure that no person shall interfere with the distance recorder, speedometer or any part of the engine, transmission, braking or suspension systems of the vehicle.

### **11: USE OF THE VEHICLE**

The hirer shall not:

a) 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 the use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.

b) Sublet or hire the vehicle to any other person.

c) Permit the vehicle to be operated outside his/her authority.

d) Operate the vehicle or permit it to be operated in breach of the Land Transport Act 1998, the Transport Act 1962, the Traffic Regulations 1976 or any other Act, Regulation or By-Law relating to road traffic.

e) Operate the vehicle or permit it to be operated in any rally, race, speed test or contest.

f) Operate the vehicle or permit it to be operated for the transport of more than the numbers of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.

g) Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle the driver is not the holder of a current drivers licence appropriate to the vehicle or driving within the restrictions of their Driver Licence.

h) Do, or permit to be done, any such thing as may be in breach of any exclusions to Insurance as specified in Clause 7 of this agreement.

i) Smoke or permit any other person to smoke inside the vehicle.

### **12: RETURN OF THE VEHICLE**

a) The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner's branch or agency detailed in this agreement, or obtain the owner's consent to the continuation of hire prior to this time.

b) After a grace period of 59 minutes, any unauthorised extension of hire will be charged at 25% of the daily rate per hour up until 4 hours and then a full day rental thereafter may be charged.

c) If the hirer intends to return the vehicle before the specified termination day no refund will be due.

d) The vehicle is to be returned in a clean tidy condition. A fee of up to \$100.00 may be charged for the cleaning of any spillage, leakage or poisonous substance.

e) The vehicle is to be returned with a full tank of fuel. If it is not fully refuelled a \$25.00 administration fee will be charged in addition to the cost of fuel.

f) If the vehicle is not returned to the branch or agency as stated in the agreement a relocation fee of up to \$1000.00 may be charged.

### **13: IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE**

The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any Terms or Conditions of this agreement or if the vehicle is damaged. The termination of the hire under the authority of this clause shall without prejudice to the other rights of the owner and the rights of the hirer under this agreement.