

AGREEMENT TO HIRE RENTAL VEHICLE

This contract is between the owner trading as New Zealand Rent a Car and the hirer whose particulars appear on this agreement.

It is hereby agreed as follows:

1. The owner will and the hirer will take on the hire of the motor vehicle as stated on this agreement.
2. The hire will be for the period only as described in this agreement.

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 drivers licence (particulars of which are given alongside his name and address) appropriate for the vehicle at the time when they are driving the vehicle.

PAYMENTS BY 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 clause 2 of this agreement the sum as specified in this agreement.
5. In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 10 of this agreement.
6. In addition to the payment specified in clause 4 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 the hire shall not exceed ____ kilometres.

7. The hirer shall pay for all petrol or other

REJECTION OF INSURANCE

11. The hirer accepts that the vehicle is hired to him at his own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts that he may be liable to the owner for any loss of or damage to the vehicle and consequential loss.

_____ Signature of
hirer

You should not sign this unless you are sure you understand its effect.

The hirer accepts that he has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any 3rd party person or property.

_____ Signature of
hirer

You should not sign this unless you are sure you understand its effect.

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

fuel (but not oil) used in the vehicle during the period of hire.

HIRER'S OBLIGATIONS

8. **The hirer shall ensure that:**
 - a. **The water in the radiator and battery of the vehicle is maintained at the proper level;**
 - b. **The oil in the vehicle is maintained at the proper level;**
 - c. **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 he 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 \$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.

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

accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone or telegram 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 damages 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 an emergency any part of the engine, transmission, braking, or suspension systems of the vehicle.

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 licensed under Part VII of the Transport Act 1962 or exempted from licensing under that 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 driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
 - d. Operate the vehicle or permit it to be operated in any race,

- drug that affects his ability to drive the vehicle;
- b. The vehicle is in 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;
 - c. The vehicle is operated in any race, speed test, rally or contest;
 - d. The hirer is not a body corporate or department of State and vehicle is driven by any person not named in clause 3 of the agreement;
 - e. 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;
 - f. The vehicle is wilfully or recklessly damaged by the hirer or any other person named in clause 3 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;
 - g. **RESTRICTIONS**
Not to be driven on any beach or through any water crossing.
No animals and no roof racks.
Not to be driven on Russell Road, 90 Mile Beach, Skippers Canyon, Waikaremoana Road, Crown Range Rd, and others as
 - speed test, 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 other 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 licence appropriate for the vehicle.

RETURN OF 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 at the agent's place of business, or obtain the owner's consent to the continuation of hire.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

20. The owner shall have the right to terminate the hiring and take immediate possession of 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 rights of the hirer under this

directed on the day.

- h. The vehicle is operated outside the term of the hire or any agreed extension of that term.
- i. **Where the hirer or driver has caused damage or injury by driving on the incorrect side of the road.**
- j.

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 clause constituted a contract of insurance.

The hirer acknowledges that he is aware of the above exclusions and is liable directly if breached.

HIRER'S LIABILITY

The hirer acknowledges that he shall be liable in respect of the first \$_____ + 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 fire or from the theft or conversion or attempted theft or conversion of the vehicle.

INSURANCE NOT VALID ON UNSEALED ROADS

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 New Zealand Police

agreement or otherwise.

- 21. That under the terms of the Privacy Act (1 July 1993) that you authorise any person or company to provide us with such information as we may require in response to our credit enquiries. That you authorise us to furnish to any third party, details of this application and any subsequent dealings that you may have with us as a result of this application being actioned by us.

(a) That you have the right to view such information and correct as necessary.

- 22. That you undertake to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fees of 2% per month on any outstanding and to indemnify us and pay all costs and expenses which we may incur recovering from you any overdue account.