

## 6. Use of the Vehicle

The Hirer must not:

- a) Sublet or hire the vehicle to any other person;
- b) Allow the vehicle to be operated outside his or her authority;
- c) Allow the vehicle to be driven by any person not named or described in clause 1 of the Rental Agreement;
- d) Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is under 18 years of age or is disqualified from holding or is not the holder of a current driver's license appropriate for the vehicle, or drives outside the conditions associated with the license type;
- e) Allow the vehicle to be driven by anyone under the influence of alcohol, drugs, or any other substance that affects his or her ability to drive the vehicle;
- f) Operate the vehicle or allow it to be operated in a race, speed test, rally or contest;
- g) Operate or allow the vehicle to be used in involvement with any illegal activity;
- h) Use or allow the vehicle to be used for the transport of passengers by 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.
- i) Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
- j) 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;
- k) Operate the vehicle, or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the Owner;
- l) Transport any animal in the vehicle;
- m) Drive or allow the vehicle to be driven on any beach including Ninety Mile Beach, unformed road, driveway or other surface likely to damage the vehicle;
- n) Drive on any of the following roads: Tasman Valley Rd (Mt Cook), Skippers Canyon Rd (Queenstown);

The details of the vehicle are described in the Rental Agreement which includes a condition report. The vehicle must be returned in the same condition making an allowance for normal wear and tear. The Hirer is responsible for any repairs required.

## 7. The Hirer's Obligations

The Hirer shall ensure that:

- a) All reasonable care is taken when parking the vehicle;
- b) The vehicle is locked and secure at all times when it is not in use;
- c) The correct fuel is used in the vehicle;
- d) The water in the vehicle's radiator and battery is maintained at the proper level;
- e) The oil in the vehicle is maintained at the proper level;
- f) The tyres are maintained at their proper pressure;
- g) The distance recorder or speedometer are not interfered with;
- h) No person interferes with any part of the engine, transmission, braking or suspension systems;
- i) No person interferes with the security system;
- j) Should a warning light be illuminated or the Hirer believes the vehicle requires mechanical attention, the Hirer will stop driving and advise the Owner immediately;
- k) All drivers authorised to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement;
- l) Any authorised driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any law enforcement officer;
- m) No person smokes inside the vehicle;
- n) A copy of this agreement is kept in the vehicle at all times throughout the terms of the hire and shall be produced without delay for inspection by an enforcement officer.

## 8. The Owner's Obligations

The Owner shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards, with a current vehicle licence (registration) and RUC if applicable.

## 9. Payments by Hirer

- a) The Hirer is liable for, and shall pay the Owner for the hire of the vehicle the agreed sum specified in clause 4 of the Rental Agreement prior to or on pick up;
- b) In addition to the payment specified above, the Hirer acknowledges that they shall be liable at the end of the hire term to pay to the Owner any applicable additional charges payable at the end of the hire term. These include, but are not limited to:
  - i) Charges for the late return of the vehicle at the rates set out in clause 5 of the Rental Agreement, plus the daily rate of other products and services set out in clause 4 of the Rental Agreement, plus any additional after-hours service fees if applicable;
  - ii) In the event a vehicle is returned to a branch other than the one booked, additional relocation fees may be applicable;
  - iii) In the event the vehicle is not returned with a full tank of fuel, the cost of fuel to fill the tank plus a \$25 administration charge;
  - iv) In the case of diesel-powered vehicles, reimbursement of Road User Charges (RUC) at the rate per kilometre current at the time of the hire;
  - v) In the case of electric vehicles, reimbursement of the cost of charging the vehicle via the Owner's charging account;
  - vi) Charges for damage to or repair or recovery of the vehicle (subject to the other terms of the Rental Agreement); an administration charge of up to \$45. The Owner's full damage assessment may occur at a time after the vehicle has been returned. Estimated repair costs may initially be charged. Exact costings may need to await cost assessments by or invoicing from panelbeaters or other service providers;
  - vii) The cost to replace any accessories lost or damaged or stolen during the hire, including an administration charge of up to \$25, to a maximum of \$1,000;
  - viii) Charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing to a maximum of \$200. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
  - ix) Traffic and/or parking offence infringement fees including an administration charge of \$45 per infringement notice;
  - x) Any unpaid toll charges including an administration charge of \$25 per notice.
- c) The Owner will charge the amounts set out in clause 9 (above) to the Hirer's credit card during or after the term of hire is completed;
- d) If the Hirer does not pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the Hirer was due to pay the money, the Owner may, without prejudice to any other rights or remedies the Owner may have or be entitled to, charge the Hirer and the Hirer must also pay:
  - i) Interest at 10% pa on the total amount owing from the date on which the Owner was entitled to receive the money to the date of payment;
  - ii) All costs incurred by the Owner for the collection of the unpaid money by a debt collection agency or other external or legal agency, together with an administration fee of \$100.
- e) Any refunds made will be in New Zealand dollars.

## 10. Mechanical Repairs and Accidents

- a) If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Owner of the full circumstances by telephone immediately;
- b) The Hirer shall not arrange or undertake any repairs or salvage without the Owners authority (this includes, but is not limited to, purchasing a replacement tyre) except to the

extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property;

- c) 24 Hour Roadside Assistance is free for all inherent mechanical faults (as determined by the Owner or its authorised repairer) related to the vehicle. For all other roadside assistance call outs including refuelling, jump start, tyre-related incidents, lost keys and keys locked in the vehicle, a service fee will be charged to the Hirer;
- d) If the vehicle requires repair or replacement, the decision to supply another vehicle to the Hirer is at the Owner's sole discretion. If a replacement vehicle is provided, the Hirer will be required to enter into a new hire agreement and additional hire fees may be applicable.
- e) If the vehicle becomes undrivable other than as a result of mechanical fault, there will generally be no refund of any hire fees.

## 11. Return of the Vehicle

The Hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location described in the Rental Agreement or obtain the Owner's consent to the continuation of the hire (in which case the Hirer shall pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause, the Hirer shall be liable for additional charges for the late return of the vehicle as set out in clause 5 of the Rental Agreement.

## 12. Liability

- a) The Hirer is liable for:
  - i) Any loss of, or damage to, the vehicle and its accessories including windscreen and tyre damage, regardless of fault or cause;
  - ii) Any consequential damage, loss or costs incurred by the Owner, including salvage costs, loss of ability to re-hire and loss of revenue, and;
  - iii) Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
- b) The Hirer agrees to release and indemnify the Owner from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer may suffer or incur or become liable for as a result of the misuse of the vehicle.

## 13. Insurance

- a) Motor Vehicle insurance is offered by the Owner but the Hirer may make his or her own insurance arrangements provided these are approved by the Owner prior to the pick-up date in clause 3 of the Rental Agreement. If the Owner is not satisfied that the Hirer's insurance is comparable with the Owner's insurance cover, the Owner may decline to hire the vehicle;
- b) The Hirer's liability as set out in sub-clause 12 a) i), ii), and iii) is covered by the Owner's insurance to a maximum of \$1,000,000. This clause does not apply if the Hirer rejects the Owners insurance;
- c) The Hirer's maximum level of liability for any damage under the Owner's insurance is set at the level set out in clause 5 of the Rental Agreement;
- d) The Hirer's liability for damage applies in respect of each separate accident or new damage, not each rental;
- e) If the Hirer elects to use the Owner's insurance, the insurance premium is included in the hire charge;
- f) If the Hirer elects to use the Owner's insurance, the Liability Limit payable by the Hirer as specified in the Rental Agreement is payable for each and every incident involving the vehicle. If the damage is excluded under the Owner's insurance, this amount will be considered part payment toward the total damage cost and any additional cost will be charged to the Hirer in accordance with clause 9;
- g) The Hirer may purchase Liability Limit Reduction (LLR) to reduce the maximum level of liability payable by the Hirer. If the Hirer elects to purchase LLR, the Hirer will pay the daily LLR rate described in clause 4 of the Rental Agreement;
- h) During the hire period in the event of multiple incidents, the LLR can only be used once for the damage that has occurred first. Once the LLR is used the liability limit reverts to the standard level of \$3,000.
- i) The Hirer will make available a bond at the commencement of the hire equivalent to the Liability Limit applicable to the

contract (minimum \$100). If no damage or loss occurs, this Bond will be released or refunded in full at the conclusion of the hire. In the event of damage or other loss, this bond will be applied first in satisfaction of the costs associated with that damage or loss. Any bond remaining will be released or refunded to the Hirer at the conclusion of the Hire or when final repair costs are ascertained.

## 14. Insurance Exclusions

The indemnities referred to above shall not apply and the Hirer's liability is increased to the replacement cost of the vehicle up to a maximum of \$5,000 where the damage, injury or loss arises when:

- a) Any conditions of this rental agreement, including clauses 6, 7 and 11 are not complied with;
- b) The vehicle is in an unsafe or unroadworthy condition, which arises during the hire, of which the Hirer is aware, or should be aware of, and which causes or contributes to further damage or loss;
- c) The vehicle is wilfully or recklessly (including reckless and grossly negligent driving) damaged by the Hirer, any person named in clause 1 of the Rental Agreement or any other person driving the vehicle under the authority of the Hirer;
- d) The vehicle is lost, stolen or towed as a result of wilful, reckless or grossly negligent behaviour of the Hirer or any such person;
- e) The driver is charged with an infringement or offence as a result of an accident.
- f) Any damage is caused during the fitting of snow chains or roof racks when the vehicle is on hire;
- g) In the event of wilful or reckless damage the cost of towing and/or salvage of the vehicle will be at the Hirer's expense.

## 15. Toll Notices and Traffic Offences

- a) All penalties related to traffic and/or parking offences and unpaid toll fees are the responsibility of the Hirer and the Owner may charge the Hirer's credit card for any such costs;
- b) In the event the Owner receives an unpaid toll notice relating to the period the vehicle was on hire, the Owner will pay the outstanding toll fee on behalf of the Hirer and an administration fee of \$25 per notice will be charged to the Hirer's credit card, in addition to the toll fees;
- c) In the event that the Owner receives notice of any traffic or parking offences incurred during the period the vehicle was on hire, the Owner will:
  - i) Notify and provide the Hirer with details of the infringement notice as soon as is practical;
  - ii) Provide the necessary information to the relevant authority for such notices to be directed to the Hirer;
  - iii) Charge an administration fee of \$45 to the Hirer for transfer of liability of 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, and in some cases may have the right to seek a court hearing.

## 16. Cancellation of the Hire Agreement

- a) The Owner has the right to terminate the hire and take immediate possession of the vehicle if the Hirer fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged or the Owner at its discretion deems the vehicle is at risk. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the Owner and the rights of the Hirer under the Rental Agreement or otherwise.
- b) If the hire is cancelled more than 7 days before pickup date any pre-payment is refundable less a \$25 administration fee.
- c) If the hire is cancelled from 1 to 7 days before the pick-up date, the first day's hire is chargeable.
- d) If the hire is cancelled within 24 hours of pickup time the full cost of up to the first three days of hire is chargeable.
- e) If the Hirer does not show up at the booked commencement time, the full cost of up to the first four days of the hire is chargeable.
- f) If the Hirer returns the vehicle early, no refund in relation to the remaining contracted time is applicable.

## 17. Privacy Act

When collecting personal information, the Owner complies with the Privacy Act 1993. The Hirer acknowledges that the Owner will collect, hold and use the Hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including assessing customer satisfaction. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.

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