EIO Rentals Ltd Terms and Conditions

Terms and Conditions clauses 1 to 4 set out the details of each hire so will be different for every hire, these sections are indicated below in [square brackets]. They will be located on the first page of your Rental Agreement which will be available to be emailed to the Hirer at the time of vehicle pickup. The standard Terms and Conditions begin at clause 5.

Agreement to Hire Rental Vehicle

Agreement No: [reservation number]

This agreement is made on [date] between EIO Rentals Ltd, of 110 Montgomerie Road Mangere Auckland (hereinafter called the Owner) and [hirer's full name]

1. Full Name of Hirer

[hirer's detail fields]

DOB:
Address:
Phone:
Mobile:
Licence No.:
Issued In:
Expiry Date:
Email:

Persons who may drive the vehicle

In order to be entitled to drive our vehicle

a) The person must be the hirer or another person named here and signing the Rental Agreement, and
b) We must hold that person's licence on file and that licence must be current and valid in New Zealand for the vehicle at the time they are driving the vehicle.

2. Vehicle Details

[hire vehicle details]

Type:
Make/Model:
Registration Plate:
Kms Out:
Kms In:
Fuel Out:
Fuel In:
Fuel Type:

3. Rental Details

Start Date/Time: [hire pick-up location, date, and time]
Return Date/Time: [hire return location, date, and time]

4. Vehicle Hire Charges

[hire charges (including extras)]

Rental Fees:
Total Cost of Rental:
Balance Due NZD:
Bond (pre-authorised) and Hirer Liability Limit $[amount]
All charges subject to final audit (incl GST of [$ amount])

5. Hirer(s) Responsibility

The hirer(s) acknowledges that they are aware of the exclusions to the Hirer Liability Limit and insurance cover specified in clause 15 of the Terms and Conditions. The hirer(s) acknowledges that they will be liable in respect of the first amount specified as the Bond (pre-authorised) & Liability Limit in clause 4, for any damage or loss (including windscreens) referred to in the insurance cover specified in clause 14 in the terms and conditions. The hirer(s) agrees that he or she has presented a credit card by way of bond or payment for this hire, and that any actual or consequential liability arising out of this agreement may be billed directly to this credit card and that the cardholder is deemed to have approved any such charge.

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 licence appropriate for the vehicle, or drives outside the conditions associated with the licence 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 or pre-approved 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: Skippers Canyon Rd (Queenstown);

The details of the vehicle are described in the Rental Agreement. The condition of the vehicle is recorded, including by way of stored images, prior to the commencement of each hire. The vehicle and any accessories provided 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) In the case of vehicle pick-ups outside normal business hours, the Hirer uses the online check-in process or otherwise makes contact to provide the necessary documentation and bond and any applicable payments no later than two hours before the prior business hours closing time. The Owner reserves the right to decline to make the vehicle available after-hours if this requirement is not met;
b) Payment for toll roads is made BEFORE travelling on them;
c) All reasonable care is taken when driving and parking the vehicle;
d) They are familiar with the safe fitting and use of any accessories hired to them or otherwise fitted to the vehicle;
e) The vehicle is locked and secure at all times when it is not in use;
f) The correct fuel is used in the vehicle;
g) The water in the vehicle's radiator is maintained at the proper level;
h) The oil in the vehicle is maintained at the proper level;
i) The tyres are maintained at their proper pressure;
j) No person interferes with any part of the engine, transmission, braking, suspension or instrumentation systems;
k) No person interferes with the security system;
l) 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;

m) 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;
n) Any authorised driver carries their driver's licence with them in the vehicle at all times and will produce it on demand to any law enforcement officer;
o) No person smokes, vapes or otherwise causes unacceptable odours or damage inside the vehicle;
p) An electronic or paper copy of this agreement is kept or available in the vehicle throughout the hire and shall be produced without delay for inspection by an enforcement officer.

8. Liability of and 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;
   i) The Owner at its discretion, may include a payment surcharge should payment be offered and accepted via a non-approved method of payment;
b) The hirer is liable (subject to the other terms of the Rental Agreement) for these insurable risks for the whole period from the vehicle being made available for commencement of the hire until the vehicle is back in the possession of the Owner;:
   i) Charges for repair of damage to and, where applicable, recovery of the vehicle including windscreen and tyre damage, regardless of fault or cause; an administration charge of up to $45. The Owner's full damage assessment, and notification of any issues arising may occur at a time after the vehicle has been returned, and this possibility is not precluded should the bond pre-authorisation have already been released or lapsed at that time. Estimated repair costs may initially be charged. Exact costings may need to await cost assessments by or invoicing from panel beaters or other service providers. In any event, subject to clauses 14(c) and 15, the hirer hereby approves, in the event of a qualifying event occurring, the following **minimum** schedule of charges being made to the credit card they have provided for the hire, with actual final costs potentially being higher than these scheduled minimum charges::

Windscreen Chip, per chip	$75
Windscreen replacement (no sensor)	$600
Windscreen with sensor replacement	$1,200
Minor damage	$200
Damage, per panel	$500
Structural damage, per assembly	$1,600
Write off	$6,000
Filling with incorrect fuel	$1,000 ;

   ii) Any consequential damage, loss or costs incurred by the Owner, including towing or salvage costs, loss of use and revenue determined on the basis of 50% of the daily rate of the hire as set out in Clause 4 for the number of unavailable days arising, and;
   iii) Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
c) In addition to the liability and payment items 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 11(b) 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 and any relocation fees already paid are non-refundable;
   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 our on-charging rate per kilometre current at the time of the hire including a mark-up to cover administrative costs of up to 15%;
   v) In the case of electric vehicles, reimbursement of the cost of charging the vehicle via the Owner's charging account at our on-charging rate current at the time of the hire including a mark-up to cover administrative costs of up to 10%;
   vi) 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;
   vii) Out of pocket costs to send back to the hirer at their request any personal possessions left in the vehicle on return from hire, including an administration fee of up to $25;
   viii) Charges for cleaning the vehicle's interior &/or exterior 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 or vaping residue;
   ix) Traffic, parking or camping offence infringement fees including an administration charge for paying and oncharging or transferring liability of $45 per infringement notice;
   x) Any toll charges where the Hirer did not pay PRIOR to travelling on the toll road, including an administration charge of $25 per notice;
   xi) In any circumstances where the vehicle is not returned at the agreed location and time in a state ready to be rehired, the costs of retrieval or relocation and of the period of delay until the vehicle is again able to be rehired from that location at up to the daily hire rate set out in clause 4.

d) The Owner will charge the amounts set out in clause 8 (above) to the Hirer's credit or debit card during or after the term of hire is completed;
e) 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.
f) If any money remains due by the Hirer under the Rental Agreement and the Owner is in possession of any of the Hirer's property, the Owner may retain possession of said property under a lien until such time as any amounts due are fully paid.
g) All charges and any refunds made will be in New Zealand dollars.

9. Toll Notices and Traffic Offences

a) All penalties related to traffic and/or parking & camping offences and unpaid toll fees or fuel are the responsibility of the Hirer, and the Owner may charge the Hirer's credit card for any such costs, including an associated administration fee as set out at clause 8(c)(ix) and (x), or transfer the related liability to the hirer;
   i) Notifying and providing the Hirer with details of the infringement notice as soon as is practical;
   ii) Providing the necessary information to the relevant authority or party for such notices to be directed to the Hirer &/or so they may take direct enforcement action;
   iii) Charging an administration fee to the Hirer for paying and oncharging or transfer of liability of the notice to the Hirer as set out at clause 8(c)(ix);

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 or email 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 included at no additional charge 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 refueling, 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 Rental 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

a) 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 pre-pay additional hire charges for the extended term of hire).
b) Late Returns. We allow a one-hour window for late returns, after that, late returns will be charged for at the rate of $20 per hour up to the single day hire rate, then single day rate for each late day thereafter. After-hour fees may also become applicable.

12. The Owner's Obligations

a) 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 Road User Charges (RUC) if applicable.
b) The owner shall use best endeavours to email the Rental Agreement to the hirer's supplied email address upon hire commencement, but accepts no responsibility for any failure in that email transmission process.

13. Owner Liability

a) Unless otherwise agreed, or as required by any legislation, the owner does not accept liability for any Hirer consequential losses arising for any reason.
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.
c) The Owner's maximum liability in any circumstances is limited to the value of total charges under the Rental Agreement.

14. Insurance and Hirer Liability Limit

a) Motor Vehicle insurance is offered by the Owner and included in the daily rates. The Hirer may make his or her own insurance arrangements from which they may seek to recover any damage related costs they are charged by the owner.
b) The Hirer's Liability as set out in sub-clause 8(b) is, beyond the Hirer Liability Limit, covered by the Owner's insurance to a maximum of at least $1,000,000. This clause does not apply if the Hirer rejects the Owner's insurance;
c) If the Hirer elects to use the Owner's insurance, the Hirer's Liability Limit for any damage is set out in clause 4 of the Rental Agreement, but subject to clause 14(e) and the exclusions in clause 15. If the damage is excluded under clause 15, any pre-authorised bond would be applied in part payment toward the total damage cost and any additional cost will be charged to the Hirer in accordance with clause 8;
d) The Hirer may purchase Liability Limit Reduction (LLR) to reduce the maximum level of liability payable by the Hirer, but subject to the exclusions in clause 15. If the Hirer elects to purchase LLR, the Hirer will pay the daily LLR rate described in clause 4 of the Rental Agreement;
e) 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.
f) The Hirer will make available by way of pre-authorisation a bond at the commencement of the hire equivalent to the Liability Limit applicable to the contract. If no damage or loss is immediately apparent, 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.
g) Should damage or similar attributable to the hire be noted after bond release, any such amounts become due and payable and the Hirer hereby agrees to pay them where applicable.

15. Insurance and Hirer Liability Limit Exclusions

The indemnities referred to above shall not apply and the Hirer's Liability Limit is increased to the replacement cost of the vehicle up to a maximum of $6,000 where the damage or loss arises in or from any of these situations:

a) Any conditions of this Rental Agreement, including clauses 6 and 7 are not complied with, including, among other things, filling the vehicle with the incorrect type of fuel;
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 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, including but not limited to
    i) reckless or grossly negligent driving
    ii) driving on the wrong side of the road
    iii) loss of control due to excessive speed
    iv) single vehicle rollovers
    v) passenger van roof damage
    vi) underbody damage
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) The hirer holds insurance with another party specifically covering their risk of hiring our vehicle, which must be declared to us in the event of vehicle damage or similar occurring;
h) The hirer declines the cover offered by the Owner's insurance.

16. Customer Cancellation of Rental Agreement

a) For direct bookings
    iv) If the hire is cancelled more than 24 hours before pickup time any pre-payment is refundable less a $25 administration fee.
    v) If the hire is cancelled within 24 hours of pickup time the full cost of up to the first two days of hire plus a $25 administration fee is chargeable.

vi) If the Hirer does not show up at the booked commencement time, or does not provide the required documentation, the full cost of the hire is chargeable.
vii) In some special circumstances, more flexible arrangements may be available, as advised from time to time.

b) For bookings via agents, brokers or other intermediaries, cancellation terms advised at time of booking apply. Any requests for cancellation &/or refund prior to commencement of hire must be made via the party through whom the booking was originally made.
c) There is no entitlement to change existing bookings to alternative dates, however any such requests will be considered on a case by case basis subject to vehicle availability, applicable pricing, and other factors.
d) If the Hirer returns the vehicle early, no refund in relation to the remaining contracted time is applicable.

17. Owner Cancellation of Rental Agreement

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.

18. Privacy Act

When collecting personal information, the Owner complies with the Privacy Act 2020. We may record customer telephone calls. 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 and marketing communications. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.

19. Complete Contract

These terms, including any supplementary documents referred to herein, represent the complete contract between the Hirer and the Owner.

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