

AGREEMENT TO HIRE RENTAL VEHICLE

This document is an agreement made between the Rental Service Operator (the "operator") and the Hirer whose particulars are recorded in this agreement (the "hirer"). It is hereby agreed as follows:

VEHICLE DESCRIPTION AND TERM OF HIRE

1. The operator will let and the hirer will take the motor vehicle (the "vehicle") details of which are set out on the reverse side of this agreement, for the term of hire as described in this agreement.

PERSONS WHO MAY DRIVE THE VEHICLE

2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement on the reverse and only if each person holds a current full driver's licence for a minimum of 5 years, appropriate for the class of vehicle in this agreement, any Enforcement or collection charges relating to such damage or repairs (including legal costs), traffic fines/Tolls or Infringement fees (see clauses 8 and 9 of this agreement) and the administration costs relating to those fines and fees, and toll charges. The charges may be deducted from the hirer's credit card/Debit card or by payment in any other manner, during or after the term of hire's completed.

*PAYMENTS BY HIRER

3. The hirer shall pay the operator for the hire of the vehicle the sum or sums specified in this agreement.

4. In addition to the payment specified in clause 3 above, the hirer acknowledges that s/he shall be liable to pay to the operator at the end of the hire period any additional charges specified in the agreement. These may include charges for additional distance driven, fuel (but not oil), RUC, late return, damage or repair up to the Insurance excess amount (see also sections 10 and 11 of this agreement), any Enforcement or collection charges relating to such damage or repairs (including legal costs), traffic fines/Tolls or Infringement fees (see clauses 8 and 9 of this agreement) and the administration costs relating to those fines and fees, and toll charges. The charges may be deducted from the hirer's credit card/Debit card or by payment in any other manner, during or after the term of hire's completed.

USE OF THE VEHICLE

5. The hirer shall 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 ("the Act");

b) Sublet or hire the vehicle to any other person without the operator's permission to do so;

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 5 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 to propel or tow any other vehicle;

g) 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 or any other Act regulations, rules or bylaws relating to road traffic;

h) 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 seats with. Drive or allow the vehicle to be driven by any other person if at the time of driving the vehicle the driver does not hold a current driver's Licence appropriate for the vehicle;

j) Drive or allow the vehicle to be driven on any roads excluded in section 10(h) of this agreement, or on any beach, driveway or surfaces likely to damage the vehicle or

k) Allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.

OPERATOR'S OBLIGATIONS

6. The operator shall supply the vehicle in a safe and roadworthy condition up to current Certificate of Fitness standards.

HIRER'S OBLIGATIONS

7. The hirer shall ensure that:

a) All reasonable care is taken when driving and parking the vehicle;

b) The Coolant 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/speedometer and or gps tracker are not interfered with

g) no part of the engine, transmission, braking or suspension systems are interfered with;

h) Should a warning light be illuminated and or the Temperature gauge rises to an above normal reading the hirer will immediately stop the vehicle and advise the operator immediately.

TRAFFIC OFFENCES

8. The hirer is advised that Section 9.5(1) of the Land Transport Rule operator Licensing 2007 permits the operator to debit the hirer's credit card/Debit card for any infringement fee where the offence was committed during the time of hire and was a speeding offence, a toll offence or an 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 an offence for parking in any position on any road in breach of any. Bylaw of a road controlling. The authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004. The operator may also charge an administration fee in addition to the traffic offence charge for Admin costs. 9. The hirer is advised that should the operator decide to debit their credit card for a traffic infringement the hirer has the right to: receive a copy of the infringement

notice and any reminder notice as soon as practicable after it is received by the operator;

*challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;

*seek a court hearing (within 56 days from the date of issue of the infringement notice of 28 days from the date of issue of the reminder notice); and

*dispute the matter with the credit card issuer

By signing this agreement, the hirer acknowledges notification of the information in clauses 8 and 9.

INSURANCE

10. The hirer is advised that:

a) motor vehicle insurance must be provided by the operator, but;

b) the hirer can make their own insurance arrangements provided they are approved by the operator.

c) If the operator is not satisfied that the hirer's insurance is adequate, the operator may decline to hire the vehicle. If the hirer elects to use the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle

is, subject to the insurance exclusions set out below, covered against any loss or damage to the vehicle, its accessories and spare parts, and for any consequential damage, loss of costs incurred by the operator through salvage or loss of revenue resulting from the hire to the extent set out in the clauses below.

a) the insurance premium is included in the hire charge.

b) The hirer's liability will be for any loss or damage to the vehicle, however caused, including any damage to Windscreens, Glass, trim, Interior or tyres, and for any consequential loss or damage, during the term of this hire, or during any extension to the term

c) The excess payable by the hirer is shown on the rear of this agreement

Notice

A gps tracking device may be fitted to this vehicle for the purpose of recording location or locations and recording distance and may be shared with Authorities for the purpose of assessing location and or Locations of our car during hire

INSURANCE EXCLUSIONS

The hirer acknowledges that the cover referred to above will not apply when:

a) the driver of the vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the vehicle;

b) the vehicle is in an unsafe or un-roadworthy 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 un-roadworthy condition of the vehicle;

c) the vehicle is driven in any race, speed test, rally or contest;

d) the vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;

e) the vehicle is driven by an unlicensed person;

f) the vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority;

g) the driver is convicted of a traffic offence while driving the vehicle;

h) the vehicle was being driven on any of the following roads: Skippers Road (Queenstown) Ninety-Mile. Beach (Northland) or any other beach or non Road the vehicle was operated outside the terms of this agreement or any agreed extension of this agreement

j) the hirer is not a body corporate or department of state and the vehicle is driven by any person not named in clause 2 of the agreement

k) failure to complete an insurance Claim form within 24' hours of an accident may make the hirer totally liable all charges It is agreed between the hirer and the operator that section 11 of the Insurance Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. The hirer agrees that if any loss or damage is caused to the vehicle in any of the circumstances of the above Insurance Exclusions and the hirer allows the circumstances to arise or could reasonably have been expected to prevent it from arising the hirer will be liable to the operator for any loss or damage to the vehicle during the term of hire and any extensions to the term however caused and for any consequential loss or damage.

HIRER USES HIS/HER OWN INSURANCE

11. When the Hire's own Insurance is accepted the hirer elects to use his/her own Insurance and s/he accepts all liability for any loss or damage to the vehicle, its accessories and spare parts, and for any consequential loss or costs incurred by the operator as a result of the hirer hiring the vehicle however that loss, damage or cost may have been caused.

MECHANICAL REPAIRS AND ACCIDENTS

12. 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 operator of the full circumstances immediately.

13. the hirer shall 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.

14. If the vehicle requires repair or replacement the operator shall at his/her Discretion Endeavour to repair or replace the vehicle.

15. In the event that an accident renders the vehicle un-roadworthy the operator will make no refund of unused hire period and the provision to a replacement vehicle shall be at the operator's sole discretion. In these circumstances the operator shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location, or responsible for any accommodation costs.

RETURN OF VEHICLE

16. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or to the operator's agent's place of business as shown on the reverse of this agreement, or obtain the operator's consent to the continuation of the hire.

17. The operator 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 including non payment or if the vehicle is damaged, breaks down or requires repair. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the operator and the rights of the hirer under this agreement or otherwise

18. The hirer will be liable for damage found during the termination or subsequent grooming and inspection of the vehicle.

19. If the hirer returns the vehicle early s/he may not be entitled to a refund of the unused hire period.

IMPORTANT NOTES TO HIRER

YOU MUST KEEP A COPY OF THIS AGREEMENT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND MUST BE PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.

THE FUEL MUST BE REPLACED AND READ FULL ON THE GAUGE OTHERWISE IT WILL BE REPLACED AT YOUR EXPENSE AND A FILL UP FEE WILL BE CHARGED.

A CLEANING FEE WILL BE LEVIED FOR CARS RETURNED IN AN UNCLEAN STATE.

FAILURE TO GET WRITTEN APPROVAL FOR CHANGE OF DROPOFF WILL INCUR DROP FEES .. ALL EXTENSIONS MUST BE APPROVED 24- HOURS BEFORE ORIGINAL DROPOFF DATE.