

# Agreement to Hire Rental Vehicle

TSL Number: 0238906 / Tax Invoice - GST No. 69-740-464

Agreement No.

**1. Parties:** This agreement sets out the terms and conditions of this contract entered into by the following parties:

**The Owner**

**The Hirer**

**The Cardholder**

GO Rentals (Auckland) Ltd  
 101 East South Road  
 Penrose, Auckland 1061  
 New Zealand  
 info@gorentals.co.nz

Name  
 Address  
 City  
 Email  
 Phone

Card Name  
 Card Type  
 Company  
 Phone

**YOU ARE NOT REQUIRED TO FILL OUT THIS PAGE. IT IS IN THE PDF FOR TERMS AND CONDITIONS PURPOSES ONLY.**

**2. Authorised Drivers:** The Hirer agrees that only persons named in this clause shall be permitted to drive any of the vehicles supplied under this agreement, and then only if those persons hold a current and valid full drivers license appropriate for the vehicle at the time they are driving.

Drivers Name	Licence Number	Expiry Date	Date of Birth	Country
Driver 1				
Driver 2				
Driver 3				
Driver 4				
Driver 5				

**3. Car Rental Services:** The Owner agrees to provide and the Hirer agrees to purchase the following:

Registration	Vehicle	Pick Up From	Start Date & Time	End Date & Time	Days	Daily Rate (\$)

The Hirer shall terminate in accordance with this agreement and the terms and conditions, when the vehicle supplied is returned to:

Less deposit already paid \$

**Subtotal \$**

**4. Other Products & Services:** The Owner agrees to arrange and the Hirer agrees to purchase the following:

Reference No.	Description of Service	Quantity	Days	Unit Rate	Total Charge
					\$ <input type="text"/>
					\$ <input type="text"/>
					\$ <input type="text"/>
					\$ <input type="text"/>
					\$ <input type="text"/>
					\$ <input type="text"/>

**Subtotal \$**

**5. Total Charges for Car Rental Services and Other Products including GST:**

**Grand Total \$**

**Payment Type**

**6. Insurance Excess:** The Owner agrees to provide and the Hirer agrees on choice of the following insurance option:

**Insurance option**

**Your Insurance Excess inc GST**

**Standard Insurance Excess inc GST**

\$

\$

The Hirer acknowledges the Owner's offer to purchase a Collision Damage Waiver and by initialing this clause understands he/she has rejected the offer of collision damage waiver and that the applicable bond will be authorized to the credit card above.

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**7. Acceptance:** The Hirer agrees to be bound by all of the terms and conditions of this agreement including clauses 8 to 24 attached. The Hirer acknowledges that he/she is absolutely liable for the insurance excess above, in the event of any damage irrespective of who is at fault. In the event that any damage is excluded under clause 16.2, the Hirer accepts that they will be liable to pay the full cost relating to the damage.

**Signature of the Owner**

**Signature of the Hirer**

**Signature of the Cardholder**

The Hirer acknowledges that the Owner has advised the Hirer of clause 17 of the terms relevant to the transfer of liability of any Speeding, Parking, Traffic Offences and Toll Notices incurred during the hirer period and the applicable fees.

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The Hirer/ Cardholder agrees that if he/she has presented a credit card by way of bond or payment for this agreement, that any actual or consequential liability arising out of the agreement may be billed directly to this credit card and that the cardholders signature will be deemed to have been made on the appropriate voucher. In particular where a presign form / online check in has been completed the Hirer / Cardholder acknowledges they accept the terms of this contract and will verify the vehicle check sheet on uplift of the vehicle. The Hirer/ Cardholder undertakes not to instruct their credit card company to reverse any transactions in the event of a dispute about any amounts owed or liability including new damage with out consulting the Owner.

The Rental Contract comprises of the Rental Agreement (clauses 1-7) which specifies the hirer details as well as the Terms and Conditions (clauses 8-24) The Rental Contract is made on the date specified between GO Rentals Ltd (herein referred to as "the Owner") and the Hirer (herein referred to as "the hirer") whose particulars are recorded in the Rental Agreement. It is hereby agreed as follows:

## 8. Vehicle Description

The Owner will let and the Hirer will take the motor vehicle (herein referred to as "the vehicle"), details of which are described in the Rental Agreement.

## 9. Duration of Hire / Amendments to Hire

- The term of hire shall commence and cease at the time and dates specified in the rental agreement. Vehicle charges are on a 24 hour basis. The first hour of late return is free, thereafter a full day's hire applies.
- Rates and conditions written in our printed material or published on our website are correct at the time of publishing and are subject to change without notice. However (subject to changes in legislation or errors) the Owner will not alter rates applicable to your rental once the booking has been confirmed, unless a booking is amended by the Hirer.
- All amendments are subject to approval by the owner. One amendment is permitted at no cost. Subsequent amendments will be charged at a rate of \$25 and is at the discretion of the owner. If a reservation amendment occurs and the hire period is reduced and or drop off location altered, the rate may be recalculated. Rate recalculations are based on the current applicable rate for the vehicle.
- Should the Hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.
- The Owner must authorise any rental extension beyond that specified in the rental agreement prior to return of the vehicle. All extensions are subject to availability and must be requested at least 72 hours prior to the original drop off date on the rental agreement, where possible the Owner will oblige. Failure to comply will result in a penalty fee of up to \$500 to the Hirer for the unauthorised extension in addition to the current daily rental rate.
- The Owner reserves the right to charge a relocation fee of up to \$1000 to the Hirer if the vehicle has been returned to a different location than what was agreed.

## 10. Persons Who May Drive the Vehicle

- The vehicle may be driven during the period of hire, only by the names of the Authorised Drivers or the Hirer on the rental agreement and only if they are over 21 years of age at the time of this agreement and hold a current and valid full driver's licence appropriate for the vehicle, which must be presented to the Owner at time of pick up.
- If the licence is not printed in English it must be accompanied by an accredited English translation which is to be provided to the owner. Please note a restricted New Zealand licence will be accepted however the Authorised Driver agrees to be bound by those restrictions and is aware insurance can be voided if restrictions are not adhered to.
- A \$10 fee applies to each and every extra driver on the agreement after the hirer.

## 11. Obligations of the Hirer

- 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.
- The Hirer shall ensure that the recommended levels are maintained with respect to the water in the radiator and battery of the vehicle, the oil and the tyre pressures of the vehicle.
- Smoking and or animals are not permitted in the vehicle at any time. The Owner reserves the right to charge a minimum vehicle grooming fee of \$200 in the case of failure to comply with these policies.
- It is the Hirer's responsibility to be aware of and act in compliance with all the New Zealand Transport Agency rules and regulations.
- The child restraint law stipulates that children under 7 years of age must be properly restrained in an approved child restraint. It is the Hirer's responsibility to ensure the child restraint is installed correctly in the vehicle.
- The Hirer is responsible for the cost of fuel used during the hire. If the Hirer elects to take the fuel purchase option at the start of the hire, no refund is made for remaining fuel on return of the vehicle. If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank, otherwise a \$25 refuelling fee applies. The Hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge. Please note all vehicles will be re-fuelled on return and vehicles requiring more than \$3 of fuel will be subject to the refuelling fee.
- All Authorised Drivers are bound by the terms and conditions of the hire and must carry their driver's licence with them when driving.
- For any new damage to the vehicle or its accessories or spare parts, the Hirer must notify the Owner of the full circumstances of the damage as soon as practical but within a maximum of 12 hours from the time the Hirer has knowledge of the damage. All necessary paper work required by the Owner must be completed by the Hirer before the termination of the hire. Failure to do so will result in a fee of up to \$500 and the possibility of the Hirer being fully liable for the damage.
- If there is a defect or mechanical failure of the vehicle during the hire, the Hirer must notify the Owner within 12 hours. If the Hirer fails to notify the Owner within this time then the Hirer waives the Owners obligations to investigate the issue of which the Hirer will be liable for any resulting damage.
- The Hirer shall ensure that a copy of this agreement is kept in the vehicle throughout the term of the hire and produced without delay for inspection on demand by an enforcement officer.

## 12. Owner's Obligations

- The Owner shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

## 13. 24 Hour Mechanical Breakdown Assistance

All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers all Mechanical and Non-Mechanical breakdowns.

- All Mechanical breakdowns are covered by the Owners relevant Roadside Assistance program and include the following:
  - Engine faults
  - Electrical faults
  - Cooling system
  - Vehicle recovery
- All Non-Mechanical breakdowns are subject to the relevant call out fees charged by the AA to the Hirer and include but are not limited to the following:
  - Out of fuel / incorrect fuelling of the vehicle.
  - Wheels and tyres
  - Keys being lost or locked inside the vehicle.
  - Flat batteries as a result of the lights or keys being left on.
  - A breakdown as a result of damage caused in an accident, including salvage.

## 14. Mechanical Repairs

- If warning lights appear in the vehicle the driver must cease driving as soon as practical and;
  - Contact the AA for assistance.
  - Inform the Owner immediately.
- If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the Hirer, the Owner will refund to the Hirer the rental charges that relate to the period during which the car could not be used. The Owner will undertake to arrange the repair or replacement with another vehicle as soon as practicable.
- If there is a defect or mechanical failure of the vehicle during the hire, the Hirer must notify the Owner immediately. If the Hirer fails to notify the Owner then the Hirer waives the Owners obligation to investigate the issue of which the Hirer will be liable for any resulting damage.
- The Hirer shall not arrange or undertake any repairs without the Owner's prior authority except to salvage the vehicle to prevent further damage to the vehicle or to other property. If the Hirer has had to pay to salvage the vehicle, the Hirer must inform the Owner within a maximum 12 hour period or forfeit the right to seek reimbursement of the salvage costs.
- If any repairs are required whereby the Owner has authorised then but the Hirer is not liable for the repairs, the Hirer will be reimbursed once the invoice or receipts have been provided to the Owner.

- The Hirer is not permitted to instruct any person to interfere with any mechanical aspect of the vehicle including, but not limited to, the distance recorder, speedometer, engine, transmission, braking or suspension systems of the vehicle.

## 15. Accidents & New Damage

- In the event of an accident or new damage the Hirer must:
  - Notify the Owner of the full circumstances as soon as practical, but within a maximum of 12 hours from the time that the Hirer has knowledge of the damage or requirement of repairs or salvage.
  - Notify the NZ Police and request they attend the scene to determine liability.
  - Where possible, take some photos of the accident site and the damaged vehicles.
  - If the Police could not attend, call into the closest Police station to report the incident and obtain a report.
  - The Hirer must not make any admission of liability
  - Complete the forms provided in your Rental Contract folder to record the full details of all parties including witnesses and the vehicles involved in the accident along with your written statement and diagram of the accident circumstances.
  - Contact the nearest GO Rentals branch and make arrangements to complete the necessary insurance documents. Insurance documents must be completed before the end of the hire period specified in clause 3 of this agreement.
- Damage includes any and all damage to third party property, damage to the rented vehicle including tyres, windscreens, towing and recovery costs, theft, fire, break-in or vandalism.
- During the hire period the Collision Damage Waiver (CDW) can only be used once for the damage that has occurred first. Once the CDW is used Your Insurance Excess reverts to the Basic Insurance Excess. Also the additional benefits of CDW no longer apply.
- In the event a vehicle is replaced due to damage the CDW is not transferable to the replacement vehicle.
- Your Insurance Excess (clause 6) is applicable regardless of who is at fault and must be paid at the time the accident is reported, not at the completion of the rental. Your Insurance Excess will be refunded only if the Owner is successful in recovering the full cost of the damages from the third party. Please note that third party claims can take many months to resolve.
- The Hirer's assistance may be required if liability is being disputed by the at fault party, which means you may be required to attend a disputes tribunal hearing in person or via telephone conference.
- Where the car has been returned outside of office hours, the Hirer shall remain liable for any damage to the vehicle until it has been uplifted and checked by the Owner (including after it has been cleaned sufficiently to expose any new damage).
- Any underbody damage and or recovery of a vehicle which has become bogged or immovable due to off roading of the vehicle is not covered under the insurance cover therefore the Hirer is fully liable for these costs.
  - Any roof damage due to entering low laying buildings or objects with height restrictions or by standing on the roof is a failure by the Hirer to comply with the warnings provided on the vehicle therefore the hirer is fully liable for these costs.
  - The Owner reserves the right to charge a minimum \$2000 fee in addition to any other costs if the vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers, flooded fords, salt water or on beaches.
  - The Hirer shall not arrange or undertake any repairs without the Owner's prior authority except to salvage the vehicle to prevent further damage to the vehicle or to other property. If the Hirer has to pay to salvage the vehicle, the Hirer must inform the Owner within a maximum 12 hour period or forfeit the right to seek reimbursement of the salvage costs.
- If any repairs are required whereby the Owner has authorised them, but the Hirer is not liable for the repairs, the Hirer will be reimbursed once the invoice or receipts have been provided to the Owner.
- Failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hire will incur a fee of up to \$500 claim handling fee and can result in the hirer becoming fully liable for all costs.
- Any events excluded in clause 16.2 are not covered by insurance therefore the Hirer will be fully liable for all costs associated with the event.
- If the vehicle is rendered unfit to drive after an accident, the Owner is not obliged to make any refund for the unused hire period (including Collision Damage waiver (CDW) payment if applicable) and the provision of a replacement vehicle shall be at the Owner's sole discretion. The Owner shall not be responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location. In the event that the Owner decides to offer the Hirer an alternative vehicle, the vehicle shall be available at the nearest branch of the owners business not delivered to the accident location. The Owner reserves the right to provide the replacement vehicle subject to an increased Hirer's liability and/or to decline to offer CDW for the replacement vehicle.
- The Hirer shall be obligated to accept a quotation for repairs as proof of quantum for the damages caused to the Owners vehicle.

## 16. Liability

- The Hirer is liable for:
  - Any loss of, or damage to, the vehicle and its accessories;
  - Any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
  - Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
  - Any loss or damage to any accessories on hire.
- 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 use or misuse of the vehicle.

## 16.1 Insurance

The Owner's rental fleet is insured under a policy of motor vehicle insurance from a company licenced to carry on insurance business in New Zealand under the Insurance Prudential Supervision Act 2010. Under the Policy, every person named in this Agreement as a person permitted to drive the Vehicle, is subject to the Insurance Exclusions in 16.2

**IMPORTANT:** the Owner is not providing insurance services to the hirer. The Owner manages the insurance provided under the Policy. The Owner reserves the right to determine whether or not to claim under the Policy. In the event of damage to the vehicle, the Hirer agrees to immediately contact, and solely deal with the Owner.

- 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. If the Owner is not satisfied that the Hirer's insurance is comparable with the Owners insurance cover, the Owner may decline to hire the vehicle.
- If the Hirer elects to use the Owners' insurance, any person named in the Rental Agreement as a person permitted to drive the vehicle is, subject to the terms and condition of this agreement.
- The Hirer's liability is covered by the Owner's insurance as set out in the sub-clauses 16.a (i) and 16.a (iii) to a maximum of \$10,000,000. This clause does not apply if the Hirer rejects the Owner's insurance.
- The Hirer's liability for damage applies in respect of each separate accident or new damage, not each rental.
- If the Hirer elects to use the Owners insurance the excess payable by the Hirer is the Basic Insurance Excess in clause 6 and is payable for each and every new damage involving the vehicle, unless the Hirer elects to purchase Collision Damage Waiver (CDW).
- The Hirer may purchase CDW to reduce the Basic Insurance Excess payable by the Hirer under the Owners' insurance cover. If the Hirer elects to purchase CDW, the Hirer will pay the daily CDW rate described in clause 4 for the Hire Period.
- In the event a vehicle is replaced the CDW is not transferable to the replacement vehicle.
- During the hire period the CDW can only be used once for the damage that has occurred first. Once the CDW is used Your Insurance Excess reverts to Basic Insurance Excess in clause 6. Also the additional benefits of CDW no longer apply.

## 16.2 Insurance Exclusions

The following clauses are not covered by the Owners insurance policy and/or the event itself voids the insurance cover therefore the Hirer is fully liable for all costs.

- The driver of the vehicle is under the influence of alcohol or any drug that affects their ability to drive the vehicle.

- b) 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 un-roadworthy condition of the vehicle.
- c) The vehicle is driven by any person not named under Clause 2 of this rental agreement.
- d) The vehicle is operated by any person who at the time drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
- e) The vehicle including its accessories and spare parts is wilfully or recklessly damaged or lost due to wilful or reckless behaviour by the Hirer or any person named under Clause 2 of this agreement, or driving the vehicle under the authority of the hirer. (Note: Damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).
- f) The vehicle is operated on any of the following roads: Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), all roads north of Colville (Coromandel Peninsula), or any unformed road including any beach.
- g) At any time when the vehicle was operated beyond the term of the Rental Agreement or any unauthorised extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.
- h) The authorised drivers, or a person under the Hirer's authority or control commits a reckless driving offence while driving the vehicle.
- i) At any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
- j) The vehicle, property or any other vehicle is damaged in circumstances which are illegal in New Zealand.
- k) The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers, flooded fords, salt water or on beaches.
- l) The vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks.
- m) The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle.
- n) Continuing to drive a vehicle if a warning light appears causing more damage to the vehicle.
- o) Costs to replace keys which have been lost or the retrieval of keys which have been locked inside a vehicle.
- p) In the event of a single vehicle accident, the Hirer is aware that they are liable for any salvage and recovery costs of the vehicle.
- q) Hirer's Personal belongings are not covered.
- r) The incorrect filling of fluid or fuel tanks.
- s) Grooming of the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising.
- t) Any underbody damage and or recovery of a vehicle which has become bogged or immovable due to off roading of the vehicle.
- u) Loss or damage to any Accessories on hire.
- v) Any roof damage due to entering low laying buildings or objects with height restrictions or by standing on the roof is a failure by the Hirer to comply with the warnings provided on the vehicle.
- w) Failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hirer
- x) It is agreed between the Owner and the Hirer that section 11 of the insurance Law Reform Act 1997 shall apply with respect to these exclusions as if this clause constituted a contract of insurance. The Hirer acknowledges that by signing this agreement that the Hirer is aware of all these exclusions.

## 17. Toll notices & Infringement fees

- a) In the event that the Owner receives an Unpaid Toll Notice relating to the period the vehicle was on hire, GO Rentals will pay the outstanding toll fees on behalf of the hirer and an Administration fee of \$25 will be charged per notice in addition to the toll fees.
- b) In the event the Owner receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire, the Owner will:
  - i. The Owner will notify and provide the Hirer 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. An administration fee of \$50 will be charged to the Hirer for transfer of liability of the notice to the Hirer.
  - iv. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority.
  - v. The Hirer has the right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

## 18. Payments by Hirer

- a) The Hirer shall pay the Owner the agreed sum specified in clause 5 of the rental agreement prior to pick up or on pick up.
- b) The Hirer is liable for any damage or missing accessories. The replacement cost will be based on the current retail replacement value at the time of loss.
- c) Your Insurance Excess or CDW (clause 6) is applicable regardless of who is at fault and must be paid at the time the accident is reported, not at the completion of the rental. Once the CDW is used for your first accident Your Insurance Excess reverts to the Basic Insurance Excess stated in clause 6.
- d) Any events excluded in clause 16.2 are not covered by insurance therefore the Hirer is fully liable for all costs associated with the event.
- e) In addition to the payment specified in clause 18.a to 18.d, the Hirer acknowledges that they shall be liable to pay the Owner any applicable additional fees these include, but are not limited to:
  - i. \$50 Admin fee per Speeding, Parking or Traffic Infringement.
  - ii. \$25 Admin fee per Toll notice in addition to the toll costs.
  - iii. \$10 Additional Driver fee per driver added.
  - iv. \$25 Refuelling fee plus the cost of fuel if the vehicle is returned not full.
  - v. Unauthorised Extensions fee up to the value of \$500.00 in addition to the current daily rental rate.
  - vi. Relocation fee up to the value of \$500.00 for dropping off to a different location.
  - vii. Claim Handling fee up to the value of \$500.00 for failure to advise of an accident or new damage and complete the relevant claim forms prior to the termination of the hirer.
  - viii. The owner reserves the right to charge a minimum \$2000.00 Water/sand damage fee in addition to any other costs if the vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers, flooded fords, salt water or on beaches
  - ix. Minimum \$200 Grooming fee for vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising.
- f) The Owner will deduct the charges set out in clauses 18a – 18e from the Hirer's credit card during or after the term of Hire is completed, or the Hirer may pay such charges as agreed with the Owner, such choice to be at the Owner's sole discretion.
- g) The Hirer expressly and irrevocably authorises the Owner to deduct all charges determined by the Owner in its sole discretion to be payable under this Rental Contract from the Hirer's credit card and such authority shall not be revoked without the prior written approval of the Owner.
- h) The Hirer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Hirer's credit card, the Hirer will not seek to have the charge on the Hirer's credit card reversed, but will rather contact the Owner directly to discuss whether the charge has been applied in error.
- i) If the Hirer fails to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the Hirer was required 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 pay all additional costs as outlined. (a) interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the Hirer was required to pay the money to the date of payment; (b) All costs for the collection of any unpaid money by a debt collection agency or other external or legal agency will be at the Hirer's cost.

**Please Note: Most major Credit Cards including VISA, MasterCard, American Express, and Diners are accepted. However, we do not accept prepaid Visa or MasterCard or Debit cards for security.**

## 19. Use of the Vehicle & Additional Items

The hirer must not use or permit the vehicle to be used for carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of the Owner for use in a passenger service licenced under Part 4a of the Land Transport Act 1998. The hirer must not:

- a) Assign, sublet or hire the vehicle to any other person.
- b) Allow the vehicle to be operated outside his or her authority.
- c) Operate the vehicle or permit to be operated, in circumstances that constitute an offence by the driver against sections 56, 57 and 58 of the Land Transport Act 1998.
- d) Operate the vehicle or allow it to be operated in any race, speed test, rally or contest.
- e) Operate the vehicle or permit it to be operated in breach of the Land Transport Act 1998, the Traffic Regulations Act 1976, the Transport Act 1962, or any other Act, regulations, or by laws relating to road traffic.
- f) 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.
- g) Drive or allow the vehicle to be driven, by any person if at the time of his or her driving the vehicle, is not the holder of a current driver's licence appropriate for the vehicle, or permit the vehicle to be driven by any person who is not an Authorised Driver named on the rental agreement overleaf.
- h) Operate the vehicle or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the owner.

## 19.1 Accessories

- a) Due care should be taken with any accessory while rented from the owner. Do not leave GPS unit insight when the vehicle is unattended.
- b) The Owner is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of any accessories on hire.
- c) The Hirer agrees to follow all safety and usage guidelines provided by the manufacturer and the Owner.
- d) The Hirer is liable for any damaged or missing accessories. The replacement cost will be based on the current retail replacement value at the time of loss.

## 20. Bond

- a) A bond is only taken when you elect to take the Basic Insurance option. The value stipulated in Clause 6 of your Rental Agreement will be authorised against your credit card on pick up.
- b) The bond is fully refundable provided the vehicle is returned on time to the correct location clean and tidy, undamaged and with a full fuel tank (unless the hirer has a pre-purchased fuel option).
- c) The Owner reserves the right to bank the bond after the termination of the rental period to cover the cost of un-notified infringements or damage to third party vehicles or their property.
- d) Where a third party causes damage, the Hirer is liable for damages as specified in their rental agreement. While the Owner will take reasonable steps to recover the damages from the at-fault party, there is no guarantee that these damages will be recovered, therefore the bond will be banked and only refunded once we receive full recovery from the other party.
- e) A bond shall be taken for each accident. In the event of a replacement vehicle being dispatched, the bond will revert back to the Basic Insurance Excess irrespective of the purchase of CDW.
- f) A debit card or Visa debit card is not sufficient for bond and/or security.

## 21. Return of Vehicle & Termination of the hire

- a) Should the Hirer decide to voluntarily return the vehicle (including car keys) and accessories to the location specified in clause 3 of the agreement prior to the expiry of the hire term, the Hirer will not be entitled to a refund, however a credit of the remaining balance will be left on file for future use.
- b) The Owner must authorise any rental extension beyond that specified in the rental agreement prior to return of the vehicle. All extensions are subject to availability and must be requested at least 72 hours prior to the original drop off date on the rental agreement, where possible the Owner will oblige. Failure to comply will result in a minimum Unauthorised Extension fee of up to \$500 in addition to the current daily rental rate.
- c) The Owner reserves the right to charge a minimum Relocation fee of up to \$500 if the vehicle has been returned to a different location than what was agreed.
- d) The Owner shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the Hirer, and the Hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:
  - i. The Hirer is in breach of any material term of this agreement;
  - ii. The Hirer has obtained the vehicle through fraud or misrepresentation;
  - iii. The payment for the rental is in arrears;
  - iv. The vehicle appears to be abandoned;
  - v. The vehicle is not returned on the agreed return date;
  - vi. The vehicle is damaged;
  - vii. The Owner considers, on reasonable grounds, that the vehicle is endangered.

In the event of such termination or repossession the Hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the Owner under this agreement or otherwise.

## 22. Exchange Rate & Currency Fluctuations

All transactions under this agreement are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the Hirer's credit card. The owner accepts no liability for any such variations.

## 23. Release and Indemnity of the owner

- a) The Hirer releases the Owner and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.
- b) The Hirer hereby indemnifies and shall keep indemnified the Owner and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the Hirer by reason of the hirer's use and/or possession of the vehicle.
- c) Any indemnity required of the Hirer shall not operate to indemnify the Owner in respect of any negligent act by the Owner.

## 24. Cancellation Policy

The cancellation fee that applies to a confirmed reservation is based on a percentage of the total rental costs:

- a) 100% of the total rental if cancelled on the day of pick up
- b) 50% of the total rental if cancelled 1 day prior to the pick up date
- c) All other cancellations are subject to 10% of the total rental

Should the Hirer decide to voluntarily return the vehicle (including car keys) and accessories to the location specified in clause 3 of the agreement prior to the expiry of the hire term, the Hirer will not be entitled to a refund, however a credit of the remaining balance will be left on file for future use.

## 25. Refund Policy

The Hirer is subject to a 5% or minimum \$10 administration fee deducted from the refunded amount due to credit card fees the Owner is subjected to.

## Rates / Terms & Conditions

Are subject to change without notice

## New Zealand Privacy Act

When collecting personal information the owner complies with the Privacy Act 1993. The Owner will only collect and use personal information in connection with processing your request to hire a vehicle from us. All personal information remains with the Owner and will not be sold, traded or shared with anyone other than our related companies, agents (as necessary) debt collection agencies and other local rental vehicle operators (but only for the purposes of encouraging safe driving in New Zealand). You are entitled to access the personal information the Owner holds about you, and amend it.

*Information is correct at time of printing but is subject to change without notice.*

**The Hirer acknowledges that any additional fee or charge under this Agreement is based on the Owner's genuine and reasonable pre-estimation of loss or damage.**