

HERTZ NEW ZEALAND RENTAL AGREEMENT TERMS AND CONDITIONS



This Rental Agreement comprises these terms and conditions (**Terms and Conditions**) and the particulars of the hire arrangement accompanying these Terms and Conditions (**Term Sheet**).

This Rental Agreement sets out the terms and conditions on which Hertz New Zealand Limited or its licensee (**Hertz**) agrees to rent a motor vehicle to the hirer named in the Term Sheet (**Hirer**).

All of the Hirer's rights set out in this Rental Agreement are in addition to those rights available as a consumer under applicable consumer legislation, including the Consumer Guarantees Act and Fair Trading Act.

VEHICLE DESCRIPTION

1. Hertz will, subject to these Terms and Conditions, rent, and the Hirer will take on hire, the motor vehicle described in the Term Sheet (**Vehicle**).

HIRE PERIOD

2. The Hirer shall hire the Vehicle for the period commencing at the time and on the date specified in the Term Sheet as *Hire Start* and concluding at the time and on the date specified in the Term Sheet as *Hire End* (**Hire Period**).
3. The Hirer will, at or before the end of the Hire Period, either:
 - (a) deliver the Vehicle to the *Return Location* specified in the Term Sheet (or to such other place as agreed in writing with Hertz); or
 - (b) obtain Hertz' consent to the continuation of hire (in which case the Hirer shall pay additional hire charges for the extended Hire Period).If the Hirer fails to comply with this clause, the Hirer shall be liable for additional charges for the late return of the Vehicle as set out in this Rental Agreement.
4. For the purposes of clause 3 above, the Vehicle is returned upon delivery of the Vehicle to the *Return Location* and the return of the Vehicle's keys to a Hertz employee or Vehicle key drop box at the *Return Location*.
5. Hertz may request the immediate return of the Vehicle, or Hertz may recover the Vehicle without notice if:
 - (a) the Hire Period expires without satisfactory arrangements having been made between Hertz and the Hirer; or
 - (b) Hertz reasonably suspects that:
 - (i) the Vehicle may be used for an unlawful purpose; or
 - (ii) damage to the Vehicle, or injury to persons or property is likely to occur.

AUTHORISED DRIVERS

6. During the Hire Period, the Vehicle may only be driven by:
 - (a) the Hirer; and
 - (b) any additional *Authorised Drivers* specified in the Term Sheet or in an *Authorised Drivers list* attached to this Rental Agreement (if any),and in either case, only if such persons hold a valid and current driver's licence appropriate for the Vehicle at the time that they are or may be driving the Vehicle.
7. The Hirer is responsible for ensuring that all *Authorised Drivers* comply with the terms of this Rental Agreement, and assumes responsibility for any and all acts of each *Authorised Driver* as if they were acts or omissions of the Hirer.

HIRE CHARGES

8. The Hirer shall pay Hertz such sum or sums as are specified in the Term Sheet for the hire of the Vehicle (plus goods and services tax (**GST**), including all relevant insurance costs (clauses 34 - 37). Where the Hirer elects to use his or her own insurance (clause 32) the Hirer shall be liable for all losses, costs and damages under clause 30.
9. Hire charges for the Vehicle are calculated on a 'per day' basis, with each hire day consisting of a consecutive 24 hour period. The first hire day commences at the *Hire Start* time specified in the Term Sheet. The minimum Hire Period is one day (24 consecutive hours).
10. The Hirer must comply with all restrictions applicable to any special hire rates or will become liable to pay the standard rental rate that would otherwise have been charged by Hertz for the Vehicle for the Hire Period.
11. The Hirer acknowledges that they shall be liable at the end of the Hire Period to pay Hertz any applicable additional charges, which may include:
 - (a) *Charges in the case of early return of the Vehicle*: where the Hirer returns the Vehicle prior to the Hire End time (either by his/her own volition or in accordance with clause 5 above), the Hirer will remain liable to pay the hire charges for each day the Hirer has agreed to hire the Vehicle as set out in the Term Sheet.
 - (b) *Charges for late return of the Vehicle*: where the Hirer returns the Vehicle after the Hire End time on the Hire End date, the Hirer will be liable to pay additional hire charges on a daily basis. Each additional day will be calculated from the Hire End time, on the Hire End date, after allowing for a grace period of 29 minutes;
 - (c) *Charges for petrol or other fuel*: the Hirer will pay for all petrol or other fuel (but not oil) used in the Vehicle during the Hire Period. If the Hirer chooses not to refuel the Vehicle prior to returning it, Hertz will refuel the Vehicle and charge the Hirer for such fuel at the rate specified in the Term Sheet (plus GST).
 - (d) *Charges for exceeding the maximum kilometre allowance*: if the Hirer exceeds any maximum kilometre allowance specified in the Term Sheet, the Hirer will be liable to pay a distance charge at the rate specified in the Term Sheet (plus GST).
 - (e) *Fines and/or road toll charges*: the Hirer will pay all fines and/or road tolls incurred in relation to the Vehicle during the Hire Period.
 - (f) *Key replacement costs*: the Hirer will be liable for the cost of replacing any key not returned with the Vehicle and/or any replacement key provided to the Hirer (including the cost of any courier or delivery charges).
 - (g) *Vehicle relocation expenses and costs*: unless otherwise agreed in writing, if the Vehicle is not returned to the Return Location specified in the Term Sheet, Hertz may charge the Hirer its reasonable expenses and relocation costs incurred in recovering the Vehicle (based on the relocation distance and locating between islands), together with additional hire charges for each day the Vehicle is not returned to the Return Location. By way of example, relocating a Vehicle from Christchurch in the South Island to Auckland in the North Island will cost approximately \$700.00 + GST.
 - (h) *Charges for cleaning and/or deodorising the Vehicle*: Hertz may charge the Hirer for the reasonable cost of returning the Vehicle to the same condition it was in at the start of the Hire Period (subject to reasonable wear and tear), including but not limited to additional cleaning and deodorising in excess of the cleaning usually required for returned vehicles. This includes, but is not limited to, cleaning and/or deodorising necessitated by spillage of fluids, food, vomit, stains, smoke, unpleasant odours and animal hair.
 - (i) *Surcharges for drivers under the age of 25*: Hertz may charge reasonable surcharges for drivers under the age of 25.

- (j) *Credit Card surcharges*: Hertz may charge reasonable transaction fee surcharges in connection with the use of a credit card or debit card (together Credit Card) by the Hirer.
 - (k) *Interest on unpaid amounts*: Hertz may charge the Hirer interest on unpaid amounts in accordance with clause 19.
 - (l) *Enforcement and collection costs*: Hertz may charge the Hirer enforcement and collection costs in accordance with clause 20.
 - (m) *Damage costs*: Hertz may charge the Hirer for costs relating to damage to or repair of the Vehicle (subject to the other terms of the Term Sheet) and any enforcement charges relating to such damage or repairs, including legal costs in accordance with clauses 20 and 30).
 - (n) *Administration fees*: Hertz may charge the Hirer administration fees in accordance with clause 48.
 - (o) *Traffic and/or parking offence infringement fees*: Hertz may charge the Hirer for traffic and/or parking offence infringement fees in accordance with clause 46.
12. Hertz will provide the Hirer with details of the final cost of all charges on request.

AUTHORISATION, PAYMENT AND DEFAULT

13. By hiring the Vehicle, the Hirer expressly and irrevocably authorises Hertz to place, at the commencement of the Hire Period, an Authorisation over the Credit Card presented by the Hirer for such an amount that will cover the *Total Estimated Charges*, any excess (if applicable) and any additional charges that may be incurred by the Hirer under the Rental Agreement (**Authorisation Amount**).
14. The Hirer expressly authorises Hertz to deduct all amounts payable by the Hirer under this Rental Agreement from the Hirer's Credit Card and such authority shall not be revoked without the prior written approval of Hertz.
15. Hertz will deduct all charges due and payable under this Rental Agreement from the Hirer's Credit Card as soon as practicable once the Hire Period is completed, or the Hirer may pay such charges as agreed with Hertz, such choice to be at Hertz' sole discretion.
16. Notwithstanding that Hertz may have deducted all charges due and payable under this Rental Agreement, the Hirer acknowledges that the Authorisation Amount may take up to 15 days to be removed from the Credit Card following completion of the Hire Period.
17. 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 immediately contact Hertz directly to discuss whether the charge has been applied in error.
18. Hertz will pay, within a reasonable time, any refund due to the Hirer by such method as Hertz may reasonably choose.
19. The Hirer will be liable to pay interest on all moneys due and unpaid under this Rental Agreement calculated at the rate of 10% above the interest rate payable by Hertz to its bankers for overdraft accommodation, on a daily basis from the due date for payment to the date payment is actually received.
20. The Hirer will be liable for all costs of enforcement and collection incurred by Hertz in relation to this Rental Agreement (including legal costs of a solicitor and own client basis).

HIRER'S OBLIGATIONS

21. The Hirer will ensure that:
 - (a) all reasonable care is taken in handling and parking the Vehicle;
 - (b) the Vehicle is left securely locked when not in use;
 - (c) no person interferes with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, or suspension systems of the Vehicle;
 - (d) the tyres are maintained at the proper pressure; and
 - (e) the Vehicle is not operated whilst any warning light or hazard indicator is activated.
22. If any warning light in the Vehicle is activated, the Hirer or Authorised Driver (as applicable) must stop driving as soon as is safely possible and:
 - (a) refer to the manual in the glove box of the Vehicle and follow the instructions in the manual; and
 - (b) if the Hirer or Authorised Driver (as applicable) is unable to solve the problem, he or she must telephone Hertz Roadside Assistance on 0800 633 611.
23. If the Vehicle is damaged in any way, the Hirer or Authorised Driver (as applicable) must, as soon as practicable, advise Hertz in accordance with clause 35.

HERTZ' OBLIGATIONS

24. Hertz will supply the Vehicle in a safe and roadworthy condition, up to current warrantable standards.
25. Hertz will be responsible for all costs of running the Vehicle during the Hire Period except to the extent that those costs are payable by the Hirer under this Rental Agreement.

ACCIDENTS AND VEHICLE REPAIRS

26. If there is an accident involving the Vehicle or the Vehicle breaks down or requires repair or salvage (regardless of cause) the Hirer or Authorised Driver (as applicable) shall telephone Hertz Emergency Assistance on 0800 633 611 immediately and follow the operator's instructions with respect to the Vehicle.
27. The Hirer shall ensure that no repairs or salvage are arranged or undertaken without Hertz' authority (including, but not limited to, purchasing replacement tyres) except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
28. If the Vehicle requires repair or salvage, Hertz may, without incurring any liability to the Hirer:
 - (a) elect to provide the Hirer with a replacement vehicle (using its best endeavours to ensure that the replacement vehicle is not a lesser make or class as the Vehicle) within a reasonable timeframe, taking into account the availability of other rental vehicles and the Hirer's location; or
 - (b) elect not to provide the Hirer with a replacement vehicle and cancel this Rental Agreement in accordance with clauses 43 and 44.
29. If the Hirer is not satisfied with any replacement vehicle Hertz offers under clause 28 above, the Hirer may instead elect to cancel this Rental Agreement and apply for a refund with the booking outlet or medium where the Vehicle was ordered for an amount equal to the hire charge payable for those days remaining in Hire Period at the time of election (if any). Hertz does not guarantee or warrant that a refund is payable or will be paid.

LIABILITY

30. The Hirer is liable for:
 - (a) any loss or damage to the Vehicle, its accessories (including the Vehicle's keys) and spare parts caused by the Hirer or any third party (other than Hertz) during the Hire Period;

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- (b) any loss of, or damage to, vehicles and property of third parties during the Hire Period arising out of or in connection with the use or misuse of the Vehicle by the Hirer or a third party (other than Hertz); and
 - (c) any consequential damage, loss or costs, including salvage costs, loss of ability to re-hire and loss of revenue, incurred by Hertz in connection with the Hirer's use or misuse of the Vehicle (however that loss, cost or damage may have been caused).
31. The Hirer agrees to release and indemnify Hertz 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 (unless such actions, claims, demands, losses, damages, costs, expenses, harm or other misadventures are directly and solely attributable to the negligence of Hertz).

INSURANCE

32. Motor vehicle insurance underwritten by Lumley General Insurance (N.Z.) Limited (or such other insurer as Hertz may contract with from time to time) (Hertz' insurance) is available through Hertz, however, the Hirer may make his or her own insurance arrangements, provided these are approved in writing by Hertz not less than 14 days prior to the Hire Start. If Hertz or its insurer are not satisfied that the Hirer's insurance cover is reasonably comparable with Hertz' insurance, Hertz may decline to hire the Vehicle.
33. If the Hirer elects to use Hertz' insurance, any person named in this Rental Agreement as a person permitted to drive the Vehicle is, subject to any excess payable by the Hirer as noted in clause 35, and the insurance exclusions set out in clause 38:
- (a) indemnified in respect of any liability he or she might have to Hertz in respect of:
 - (i) loss of or damage to the Vehicle and its accessories (but excluding the Vehicle's keys) and its spare parts; and
 - (ii) any consequential loss of revenue or other expenses of Hertz, including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts; and
 - (b) indemnified in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person arising out of use of the Vehicle.
34. If the Hirer elects to use Hertz' insurance, the insurance premium is included in the hire charge.
35. If the Hirer elects to use Hertz' insurance, the excess payable by the Hirer is as specified in the Term Sheet (Excess), and is payable for each and every incident involving the Vehicle, unless the Hirer elects to purchase Maximum Protection Cover or SuperCover in accordance with clause 36.
36. If the Hirer elects to use Hertz' insurance, he or she may also elect to purchase one or more of the following optional products:
- (a) SuperCover, which includes MAX Cover, Premium Roadside Assistance Cover (PRAC), Glass and Tyre Cover, Personal Accident Insurance (PAI) and Personal Effects Cover (PEC), and removes the Young Driver Surcharge (YDS).
 - (b) Maximum Protection Cover (MAX Cover), which reduces the amount of the Excess payable by the Hirer to zero.
 - (c) Accident Excess Reduction (AER), which reduces the amount of the Excess payable by the Hirer to the reduced amount specified in the Term Sheet.
 - (d) Premium Roadside Assistance Cover (PRAC), which covers roadside assistance required for incidents that are the fault of the Hirer such as key lock out, flat battery and running out of fuel.

For full details about these optional products, visit www.hertz.co.nz/insurance.

Note: PAI and PEC cover is an insurance product underwritten by AIG Insurance New Zealand (AIG) and not by Hertz, and the Hirer should deal directly with AIG in respect of any claims under those policies. Note that there is a \$25 excess for any claim made under PEC, even if SuperCover has been purchased.

37. The Hirer acknowledges that if he or she elects to use Hertz' insurance but does not purchase MAX Cover or SuperCover, he or she will be liable for all damage, loss and costs referred to in clause 30 up to the amount of the Excess.

INSURANCE EXCLUSIONS

38. The Hirer acknowledges that Hertz' insurance detailed in clause 33 will not be valid where:
- (a) the driver of the Vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the Vehicle;
 - (b) the Vehicle is in an unsafe or unroadworthy 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 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 or any practice run prior to such an event;
 - (d) the Hirer is not a body corporate or government department and the Vehicle is driven by any person other than the Hirer or an Authorised Driver;
 - (e) the Vehicle is driven by any person who at the time he or she drives the Vehicle is disqualified from holding a driver's licence appropriate for that Vehicle or is otherwise an unlicensed person;
 - (f) the Vehicle is wilfully or recklessly damaged by the Hirer or an Authorised Driver, 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) the Vehicle is operated outside the terms of this Rental Agreement;
 - (h) the driver is convicted of committing a traffic offence while driving the Vehicle;
 - (i) the Vehicle is driven off-road and/or on roads other than tar seal or metal, or is driven on Skippers Road (Queenstown), the road to Macetown in the Queenstown area or 90 Mile Beach (Northland); or
 - (j) any type or grade of fuel or any other substance that is not specified as appropriate for the Vehicle by Hertz or the Vehicle's manufacturer is injected or placed into the Vehicle's fuel tank.
39. It is agreed between Hertz and the Hirer that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the above exclusions as if this clause constituted a contract of insurance.

HIRER'S OWN INSURANCE

40. If the Hirer elects to use his or her own insurance (in accordance with clause 32 above), then the Hirer accepts all liability for all losses, costs and damages set out in clauses 30 and 31 above and agrees that clause 33 does not apply to such losses, costs and damages.

CANCELLATION

41. Either party may cancel this Rental Agreement at any time if the other party commits a material breach of the Rental Agreement.
42. Subject to clauses 3 to 5, 8, 11(a) the Hirer may cancel the Rental Agreement at any time by returning the Vehicle to Hertz.
43. Hertz may cancel this Rental Agreement and take immediate possession of the Vehicle if:
- (a) the Vehicle is involved in an accident, breaks down or requires repair or salvage;
 - (b) Hertz reasonably determines that the Hirer or driver of the Vehicle are unfit or unable to drive the Vehicle or are likely to breach the obligations set out in these Terms and Conditions; or
 - (c) Hertz is required by the Police or any other regulatory authority to take possession of the Vehicle from the Hirer.
44. Cancellation of this Rental Agreement shall be without prejudice to the rights of Hertz and the obligations of the Hirer under the Rental Agreement or otherwise. In particular, the Hirer will remain liable for all hire and additional charges payable under this Rental Agreement in the event the cancellation is requested or caused by the actions or omissions of the Hirer or an Authorised Driver.

USE OF THE VEHICLE

45. The Hirer must 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 Hertz' knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 (Act).
 - (b) sublet or hire the Vehicle to any other person;
 - (c) allow the Vehicle to be operated outside his or her authority;
 - (d) operate the Vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, 57AA, 57A or 58 of the Act;
 - (e) operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
 - (f) operate the Vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, Land Transport (Road User) Rule 2004 or any other Act, regulations, rules, or bylaws relating to road traffic;
 - (g) 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;
 - (h) drive or allow the Vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver's licence appropriate for the Vehicle;
 - (i) drive or allow the Vehicle to be driven off-road or on any of the roads listed in clause 38(i) above. For the purposes of this Rental Agreement, "off-road" includes, but is not limited to, any beach, dirt track, river bed or an area likely to damage the Vehicle;
 - (j) allow the Vehicle to be driven by any person who is not named or described in the Rental Agreement as an Authorised Driver;
 - (k) operate the Vehicle or allow it to be operated to propel or tow any other vehicle, unless the Vehicle has a tow bar;
 - (l) transport any animal in the Vehicle with the exception of disability assist dogs certified under the Dog Control Act 1996;
 - (m) operate or allow the Vehicle to be used in involvement with any illegal activity; or
 - (n) allow any person to smoke in the Vehicle.

HIRER'S LIABILITY FOR INFRINGEMENT FEES

46. The Hirer is liable for all penalties incurred during the Hire Period related to traffic and/or parking offences, including infringement fees for speeding offences, failure to comply with traffic signals, toll offences, parking violations and vehicle clamping fees.
47. Under New Zealand law, Hertz may charge an infringement fee to the Hirer's Credit Card for any traffic/parking offence committed during the Hire Period.
48. Hertz may also charge an administration fee of no more than \$50.00 (plus GST) to the Hirer's Credit Card to cover the cost of:
- (a) debiting the Hirer's Credit Card; and
 - (b) processing infringement fees, obtaining statutory declarations and sending to the Hirer notices relating to the same.
49. Hertz undertakes, in the event of receiving a notice of any traffic or parking offence, to send a copy of the infringement notice and a copy of any reminder notice to the Hirer as soon as is practicable. The Hirer also authorises Hertz to provide such necessary information to the relevant issuing enforcement authority for such notices to be directed to the Hirer.
50. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the relevant issuing enforcement authority, and has a 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).

DISPUTE RESOLUTION

51. In the event that a dispute arises between the parties, the Hirer and Hertz personnel at the Return Location shall raise and attempt to resolve such dispute as soon as practicable. If the dispute remains unresolved, the Hirer agrees to contact Hertz' Customer Service team on 0800 654 321 to discuss the matter and attempt to resolve the same in good faith.

PRIVACY STATEMENT

Hertz has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a motor vehicle and completing this Rental Agreement. The Hirer acknowledges that Hertz 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 direct marketing and assessing customer satisfaction with products and services provided by Hertz. Hertz may also disclose personal information to its related companies, agents, assigns, associates and transferees for these purposes. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's Credit Card provider in the event that the Hirer defaults on the payment of any monies owing to Hertz, or other parties involved in an accident with the Vehicle during the Hire Period, or any organisations responsible for issuing, processing or handling traffic and/or parking related infringements and/or fines or any petrol stations in relation to non-payment for goods and services, and the Hirer authorises the disclosure of his or her personal information for such purposes. Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information.

NOTE TO HIRER

A COPY OF THIS RENTAL AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE HIRE PERIOD AND PRODUCED WITHOUT DELAY FOR INSPECTION ON DEMAND BY AN ENFORCEMENT OFFICER.