

# AGREEMENT TO HIRE RENTAL VEHICLE

An agreement made between the owner and the hirer whose particulars are entered, it is hereby agreed as follows:

## VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the following motor vehicle, described overleaf, hereinafter referred to as the vehicle.

## DURATION OF HIRE

2. The term of hire shall be for the period as described overleaf.

## PERSONS WHO MAY DRIVE THE VEHICLE

3. The vehicle may be driven during the period of hire only by the hirer and persons described on the attached authorised drivers list and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle. Irrespective of whether the hirer, authorised driver or unauthorised driver is driving the vehicle, the hirer continues to be responsible for all payments and obligations owing under this agreement.

## PAYMENT BY HIRER

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period specified in clause 2 of this agreement the hire charge at the rate referred to overleaf.
5. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay to the owner the insurance charge at the rate referred to overleaf, for the insurance cover set out in clause 9 of this agreement. The hirer shall pay any additional costs incurred that they are liable to pay under this agreement and as set out in the attached letter of authorisation.
6. The hirer shall pay for all petrol, oil, or other fuel used in the vehicle during the period of hire.

## HIRER'S OBLIGATIONS

7. The hirer shall ensure that -
  - (a) The water in the radiator and battery of the vehicle is maintained at the proper level;
  - (b) The oil in the vehicle is maintained at the proper level;
  - (c) The petrol tank is full when the vehicle is returned (or level marked on contract) or petrol cost and administration fee may apply,
  - (d) The tyres are maintained at their proper pressure;
  - (e) Tyre damage, including punctures, are the hirer's responsibility.
8. 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.
  - (a) Traffic fines incurred sent to us after you have returned the vehicle shall incur a \$45 administration fee on your credit card due to time involved administering the matter.

## INSURANCE

9. Subject to the exclusions set out below, the hirer and any other driver authorised to drive the vehicle is fully indemnified in respect of any liability he might have to the owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any other expenses of the owner, including towage and salvage costs associated with the recover of the vehicle and its accessories and spare parts. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified to the extent of \$1,000,000 in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

## EXCLUSIONS

The indemnities referred to above shall not apply where the damage, injury, or loss arises when -

- (a) The driver of the vehicle is under the influence of alcohol or any drug that affects his ability to drive the vehicle;
- (b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused 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;
- (d) The hirer is not a body corporate or Department of State and the vehicle is driven by any person not named in clause 3 of the agreement;
- (e) The vehicle is driven by any person who at the time when he drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- (f) The vehicle is wilfully carelessly or recklessly damaged by the hirer or any other person named on the authorised driver's list or driving under the authority of the hirer, or is lost as a result of careless use, wilful or reckless behaviour of the hirer or any such person;
- (g) The vehicle is operated on any beaches;
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term;
- (i) The vehicle is damaged, forfeited or impounded whilst the hirer is involved in any illegal activity.

It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

The hirer acknowledges that he is aware of the above exclusions.

## HIRER'S LIABILITY

The hirer acknowledges that he shall be liable in respect to any damage or loss, including loss of earnings, referred to in the insurance cover specified in this clause. Should damage occur to the vehicle the following charges apply:

- up to \$900 for drivers 21 years and over
- up to \$3000 for drivers under 21
- \$2000 for single car accidents
- up to the full value of the vehicle should the terms of the rental be violated (i.e. careless use, or driving under the influence of alcohol).

This does not apply to damage or loss resulting from fire or from the theft or conversion of the vehicle, subject to hirer's obligations stated in clause 8 of the agreement.

## OWNER'S OBLIGATIONS

10. The owner shall supply the vehicle in a safe and roadworthy condition.
11. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.  
In the event of a breakdown call AA ROADSERVICE 0800 734 543. If the vehicle cannot be repaired within 24 hours and if practicable we will endeavour to supply a similar vehicle as soon as possible. In the event of a hire having to be terminated our liability will only extend to a refund of the balance of the hire.  
**Please Note:** Roadside Assist will charge a call out fee for non-mechanical faults and these charges are not refundable.

## MECHANICAL REPAIRS AND ACCIDENTS

The hirer confirms that the vehicle was hired in the condition noted on the preceding page and was in good working order. Any changes to the vehicle's condition, whether cosmetic or mechanical will be deemed to have occurred during the term of hire.

12. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances within 24 hours, and each accident where damage occurs must be reported to the closest Police department and a file number must be obtained.
13. The hirer shall not arrange to undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
14. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer, or, except in an emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

## USE OF THE VEHICLE

15. The hirer shall not use or permit the vehicle to be used for reward unless the vehicle is hired with the knowledge of the owner for use in a passenger serviced licenced under the Part VII of the Transport Act 1962 or exempted from licencing under that Act.
16. The hirer shall not -
  - (a) Sublet or hire the vehicle to any other person;
  - (b) Permit the vehicle to be operated outside his authority;
  - (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
  - (d) Operate the vehicle or permit it to be operated in any race, speed test, rally or contest, including making pace notes;
  - (e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
  - (f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1969, the Traffic Regulations 1976, or any other Act, regulations or bylaws relating to road traffic;
  - (g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
  - (h) Drive or permit the vehicle to be driven if at the time of his driving the vehicle the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

## RETURN OF THE VEHICLE

17. (a) The hirer shall at or before the expiry of the term of the hire, deliver the vehicle to the address from which the vehicle was hired or to such place of business of the owner or the owner's agent as may be agreed upon, or obtain the owner's consent to the continuation of hire, and the hirer shall remain responsible for vehicle until checked in by Owner.  
(b) If the vehicle is returned in our opinion in an excessively dirty condition inside or out, a cleaning fee of \$80 will be charged.

## IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

18. The owner 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, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or other.

## NOTE TO THE HIRER

The owner must give you at least one copy of this agreement. A copy must be kept in the vehicle throughout the term of the hire and produced on demand by any Police Officer, or other authorised employee of the Land Transport NZ.

**PLEASE CHECK THE LEVEL OF THE PETROL TANK BEFORE RETURNING THE CAR**