



## 8. Use of the vehicle

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;
- 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 58 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 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;
- g. 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 and/or RUC certificate, whichever is the lesser for the vehicle;
- h. 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 license appropriate for the vehicle;
- i. drive or allow the vehicle to be driven on any roads excluded in clause 13(h) of this agreement, or on any beach, driveway, 4WD track or surface likely damage the vehicle; or
- j. 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.

## 9. Hirer's obligations

The hirer shall ensure that:

- a. the vehicle is returned full of petrol/diesel at the conclusion of hire; fuel will be charged at retail plus \$20.00 administration fee.
- b. reasonable care is taken when driving and parking the vehicle;
- c. the water in the vehicle's radiator and battery are maintained at the proper level;
- d. the oil in the vehicle is maintained at the proper level;
- e. the tyres are maintained at their proper pressure;
- f. the vehicle is locked and secure at all times when it is not in use;
- g. the distance recorder or speedometer are not interfered with;
- h. no part of the engine, transmission; braking or suspension systems are interfered with;
- i. should a warning light be illuminated or the hirer believe the vehicle requires mechanical attention, she/he stops driving and advises the owner or AA Assist.

## 10. Owner's obligations

The owner shall supply the vehicle in a safe and road worthy condition, up to current Certificate of Fitness standards.

NOTE: By virtue of clause 9 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

## 11. Liability

A bond is required for all rentals (NZ \$1000.00) by either cash, EFTPOS or debit/credit card and is refundable on completion of the hire. This bond may be waived at the sole discretion of the owner. The hirer is liable for:

- a. any loss of, or damage to, the vehicle and its accessories including windscreens, punctures and damaged tyres;

- b. Cleaning Charges: Any extra-ordinary cleaning be at the expense of the hirer, including but not limited to carpet cleaning, rust treatment, deodorizing, upholstery cleaning
- c. any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue.

## 12. Insurance

- a. The hirer is advised that motor vehicle insurance must be offered by the owner, but the hirer can make his/her own insurance arrangements, provided they are approved by the owner. If the owner is not satisfied that the hirer's insurance is comparable to the owner's, the owner may decline to hire the vehicle.
- b. If the hirer elects to use the owner's insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 13 and the excess payable by the hirer as set out in clause 12(d). This clause does not apply if the hirer rejects the owner's insurance.
- c. The insurance premium is included in the hire charge unless stated otherwise on the front of this form.
- d. The excess payable by the hirer is detailed on the front of this form. The excess is the amount the hirer must contribute towards the cost of repair or replacement on each claim. The excess is

applicable regardless who is at fault and must be paid at the time the accident is reported. If the accident is not the fault of the hirer then the excess charged will be refunded once the owner has successfully recovered the cost of damage from the third party.

- e. Insurance excess can be reduced (Insurance Excess Reduction) to \$1000.00 at a cost of \$15.00 per day for drivers over 25 years of age.

## 13. Insurance exclusions

The hirer acknowledges that the cover referred to in clause 12(b) will not apply at any time when:

- a. the driver of the vehicle is under the influence of alcohol or any drug;
- 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 should have been aware of the unsafe or unroadworthy 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 wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
- g. the driver commits a traffic offence while driving the vehicle;
- h. the vehicle was being driven on any of these roads: Skippers Rd Queenstown, 90 Mile Beach or any beach whatsoever.
- i. the vehicle was operated beyond the term of this agreement or any agreed extension if the term.

It is agreed between the hirer and the owner that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if clauses 12 to 13 constitute a contract of insurance.

## 13. Hirer uses his/her own insurance

If the hirer elects to use his/her own insurance she/he accept all liability in respect of loss or damage to the vehicle and consequential loss by the owner. The Hirer accepts that he/she may be liable to the owner for any loss of or damage to the vehicle and consequential loss.

## 14. Traffic offences

The hirer is advised that Section 9.5(1) of the Land Transport Rule: Operator Licensing 2007 permits the owner to debit the hirer's credit card for any infringement fee for an offence where the offence was committed during the period of hire and:

- a. 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
- b. an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004.
- c. The owner may also charge an administration fee of up to \$25.00 in addition to the infringement fee.
- d. the owner will send the hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the owner. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and 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).

## 15. Cancellation of Hire Agreement

The rental service owner may cancel the hire agreement if the hirer fails to comply with any of the terms of this agreement or if the vehicle is damaged.

The keys must be returned, where appropriate, immediately to the owner.

The cancellation of this agreement under the authority of this clause shall be without prejudice to the other rights of the owner and the right of the hirer under this agreement or otherwise.

## 16. Mechanical repairs and accidents

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 immediately.

The hirer shall not arrange or undertake any repairs or salvage without the owner's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. If the vehicle requires repair or replacement the hirer shall contact the owner as soon as practicable to advise of the need for repair or replacement and make any necessary arrangements, (replacement of the vehicle is subject to the availability of a suitable vehicle).