

# AGREEMENT TO HIRE RENTAL VEHICLE

## Vehicle description and term of hire

1. The terms set out below shall apply to and are incorporated into any contract for the hire of the motor vehicle described on page 1 (the "vehicle") between Hirepool Limited (the "operator") and the person(s) named on page 1 (the "hirer") for the term of hire set out on page 1 (together, the "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 on page 1 of this Agreement and only if each person holds a current full driver's licence appropriate for the class of vehicle in this Agreement (details of which are set out on page 1 of this Agreement alongside each person's name and address).

## Payments by hirer

3. The hirer shall pay the operator:
  - (a) the hire charges for the period of hire (as specified on page 1 of this Agreement); and
  - (b) the bond (as specified on page 1 of this Agreement). The bond will be refunded to the hirer at the end of the period of hire, provided the vehicle has been returned in the same condition it was hired in.
4. In addition to the hire charges described in clause 3 above, the hirer agrees to pay the operator the following charges (the amount of which is set out on page 1 of this Agreement) at the end of the term, if applicable:
  - (a) charges for additional distance driven;
  - (b) fuel;
  - (c) RUC;
  - (d) late return fees;
  - (e) damage to or repair of the vehicle (subject to the other terms of this agreement);
  - (f) any enforcement charges relating to such damage or repairs (including legal costs);
  - (g) traffic fines or infringement fees (in accordance with clauses 21 to 23) and the administration costs relating to these fines and fees; and
  - (h) toll charges.
5. Where the operator considers such charges are due, the operator will notify the hirer that such charges apply and:
  - (a) deduct the charges from the hirer's credit card during or after the term of hire is completed; or
  - (b) allow the hirer to pay such charges in any other form as agreed with the operator.
6. Except for traffic fines or infringement fees (see clauses 21 to 23), if the hirer has any queries or issues with the additional charges, these should be raised with the operator within one week so that they can be promptly reviewed and resolved.

## Use of the vehicle

7. 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 (which relate to driving over the breath- or blood-alcohol limit);
  - (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 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 Skippers Road Queenstown, 90 Mile Beach or on any beach whatsoever, driveway, or surface likely damage the vehicle; or
  - (j) allow the vehicle to be driven by any person who is not named on page 1 as a person permitted to drive the vehicle.

## Hirer's obligations

8. The hirer shall ensure that:
  - (a) all reasonable care is taken when driving and parking the vehicle;
  - (b) the water 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 or speedometer 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 or the hirer believe the vehicle requires mechanical attention, s/he stops driving and advises the operator immediately.

## Operator's obligations

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

## Mechanical repairs and accidents

10. If the vehicle is involved in an accident, is damaged, breaks down or requires repair, replacement or salvage, regardless of cause, the hirer shall:
  - (a) notify the operator of the full circumstances immediately; and
  - (b) assist the operator in making any arrangements necessary for the repair or replacement of the vehicle.
11. 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.

## Return of vehicle

12. 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 page 1 of this Agreement, or obtain the operator's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). If the hirer does not comply with this clause 12, the hirer shall be liable for charges for the late return of the vehicle.

## Liability

13. The hirer is liable for:
  - (a) any loss of, or damage to, the vehicle and its accessories including windscreens;
  - (b) any consequential damage, loss or costs incurred by the operator, including salvage costs, loss of ability to re-hire and loss of revenue; and
  - (c) any loss of, or damage to, vehicles and property of third parties, arising as a result of the actions or negligence of the hirer during the term of hire.

## Insurance

14. The hirer may:
  - (a) purchase the insurance offered by the operator; or
  - (b) make his/her own insurance arrangements, provided they are approved by the operator. If the operator is not satisfied that the hirer's insurance is comparable to the operator's, the operator may decline to hire the vehicle.
15. If the hirer purchases the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle is covered for the loss set out in clause 13 up to the value of \$1,000,000, subject to the exclusions set out in clause 18 and provided the hirer pays the excess as set out in clause 17.
16. The insurance premium is included in the hire charge unless stated otherwise on page 1 of this Agreement.
17. The hirer must pay the excess before the insurance covers any of the loss or damage referred to in clause 13. The excess payable by the hirer is listed on page 1 of this Agreement.

## Insurance exclusions

18. The hirer acknowledges that the cover referred to in clause 15 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.
19. It is agreed between the hirer and the operator that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if clauses 14 to 18 constitute a contract of insurance.

## Hirer uses his/her own insurance

20. If the hirer elects to use his/her own insurance s/he accepts all liability for all losses, costs and damages set out in clause 13(a) to (c), and agrees that clause 15 does not apply to such losses, costs and damages.

## Traffic offences

21. 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 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.
22. The operator may also charge an administration fee of up to \$50.00 in addition to the infringement fee.
23. The operator will send the hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator. 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).

## Cancellation of Hire Agreement

24. The operator 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.
25. The hirer may cancel the hire agreement if the operator fails to comply with any of the terms of this Agreement by notifying the operator and returning the vehicle to the nearest operator branch.
26. The keys must be returned, where appropriate, immediately to the operator.
27. The cancellation of this agreement under clauses 24 or 25 shall be without prejudice to the other rights of the operator or the hirer (as applicable) under this agreement or otherwise.

## Maximum Term of Hire Period

28. Despite any provision to the contrary in this Agreement, unless this Agreement is cancelled or expires earlier accordance with its terms, this Agreement shall terminate automatically on the business day prior to the first anniversary of the earlier of the date of commencement of this Agreement and the date the hirer first acquired possession of the vehicle (Final Expiry Date).
29. The hirer acknowledges and agrees that it must return the vehicle to the operator prior to the Final Expiry Date, or in the event the vehicle has not been returned to the operator by the Final Expiry Date, the hirer will be deemed to have entered into a new hire agreement with the operator from the date immediately following the Final Expiry Date on the operator's then current standard vehicle hire rental terms (available on its website), which shall apply in relation to the continued possession and use of the vehicle by the hirer, unless the parties agree otherwise in writing.
30. Where practicable in the circumstances, the operator will endeavour to engage with the hirer prior to the Final Expiry Date to discuss the continued use and possession of the vehicle under a new hire agreement following the Final Expiry Date.
31. Nothing in this clause, or any new hire agreement deemed to be entered into by the parties, is intended to restrict, limit or amend any of the hirer's cancellation rights in relation to the hire of the vehicle.

Note: If the vehicle is being used for a transport service, the Transport Service Licence must be displayed on the vehicle at all times. A transport service is a goods service, a passenger service or a vehicle recovery service. Examples of a transport service include: the operation of a truck with a GVW of 6000 kilograms or more, or the operation of a motor vehicle that is carrying passengers for hire or reward.

The hirer must also advise the operator that the vehicle is being used in this capacity as not all rental vehicles are accordingly certified.