

TERMS AND CONDITIONS

An agreement made between Hastings Auto Rentals and the Hirer whose particulars are entered in the agreement form. It is agreed as follows:

VEHICLE DESCRIPTION

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

DURATION OF HIRE

3. The term of hire shall be for the period as described in the agreement form and herein.

PERSONS WHO MAY DRIVE VEHICLE (MUST BE OVER 21 YEARS OF AGE)

3. (a) The vehicle may be driven during the period of hire only by the hirer and persons named in the agreement form and only if they hold a current Class 1 driver's licence appropriate for the vehicle at the time when they are driving the vehicle.
(b) If the need arises, consent is given to the owner to check validity and currency of any drivers licence used in connection with the agreement - as applicable.
(c) The minimum rental age is 21 years. Maximum is 80 years. All drivers must hold a valid full driving licence, which has been held for at least one year. A current international licence must accompany driving licences issued in a language other than English.

PAYMENTS BY HIRER

4. (a) The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire a hire charge at the rate referred to in the agreement form.
(b) The hirer acknowledges they shall be responsible for all costs relating to collection of any outstanding charges in relation to the agreement.
5. In addition to the payment referred to in clause 4 of the Terms and Conditions the hirer shall pay to the owner the insurance charge of \$1,000.00 (depending on option chosen), for the insurance cover set out in clause 11 of the Terms and Conditions.
6. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.
7. Any sum received by the owner from or on behalf of the hirer at or before the commencement of the Agreement shall be held by the owner as security for the return of the vehicle and as security for payment of any sums owed by the hirer to the owner on the termination of the Agreement. Upon the termination of the Agreement the owner shall be entitled to apply any sum so held in payment of all amounts owed by the hirer under the Agreement and any balance shall be refunded to the hirer.

HIRER'S OBLIGATIONS

9. 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. If this is needed during the rental time, the amount paid will be refunded upon the presentation of a receipt when the rental is returned.
 - (c) The tyres are maintained at their proper pressure. If a tyre is damaged or punctured, it is the hirer's responsibility to have the tyre repaired or replaced (refer to clause 15 Mechanical Repairs and Accidents).
 - (d) If any warning light should not go out after starting the engine or should come on when driving. The vehicle should be stopped immediately and the roadside assistance called (number on left top inside the windscreen) or owner contacted immediately.
10. (a) 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.
(b) The hirer shall also be liable for any parking, traffic infringement and offences, impoundment, towage and storage fees and associated costs and will supply relevant details as required by Police and/or the owner relating to any such parking or traffic infringement and offences, impoundment, towage and storage. An administration fee of no less than \$30 will apply to any breach of the above.
(c) No animals to be carried in any vehicle.
(d) No food or liquid is to be consumed in the vehicle with the exception of water or a cleaning charge may be enforced at the owners decision.

NOTE TO HIRER

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THE AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER, OR OTHER AUTHORISED EMPLOYEE OF THE LAND TRANSPORT SAFETY AUTHORITY.

- (e) There shall be no smoking within the vehicle.
- (f) Should the hirer choose to take the vehicle onto an unsealed road and dust or residue enters the vehicle then it is the hirer's responsibility for the cleaning of this then the hirer will be liable for a minimum \$50.00 cleaning fee.
- (g) Should the vehicle be returned more than 60 minutes late then another full days rentals will be incurred.
- (h) There will be no refund for early returns

INSURANCE

11. Subject to the exclusions set out below, the hirer and any 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 or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery 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 are indemnified to the extent of \$5,000,000.00 in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other persons and arising out of the use of the vehicle.

Bond/Excess \$1,000.00 (aged 25 - 80 years) (or bond option) if licence has been held for less than two years an extra \$300.00 is to be paid.

Bond/Excess \$2,000.00 (aged 21 to 24 years) (or bond option).

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 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, pace notes, rally, or contest, or on any closed road or non-public roadway;
- (d) The hirer is not a body corporate or department of State and the vehicle is driven by any person other than the hirer and any other person named on the front 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 or recklessly damaged by the hirer or any other person named on the Rental Agreement 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 on any of the following roads: Ball Hut, Mt Cook; Skippers Canyon Rd, Queenstown; 90 Mile Beach, Northland; any unsealed private roadway; or any beach;
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term;
- (i) 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, by his signature on the front of the agreement.
- (aa) The Hirer agrees that where the Agreement is entered into for the purposes of a business then the Consumer Guarantees Act 1993 shall not apply to the vehicle hire arrangement and subject to the expressly stated provisions of the Agreement, the owner shall not be liable for any consequential loss or any other indirect loss arising from the hire of the vehicle.
- (bb) Subject to subparagraph (aa) hereof, nothing in the Agreement limits or restricts any other statutory right or remedy available to the Hirer under the Consumer Guarantees Act 1993.

HIRER'S LIABILITY

The hirer acknowledges that he is liable for damages or loss to the extent indicated under the heading "Hirer's Obligations" in these terms and conditions.

N.B. The excess applied (plus GST) shall be for each and every claim.

TERMS AND CONDITIONS

REJECTION OF INSURANCE

12. If insurance is rejected the hirer accepts by his signature of the front of the Agreement that the vehicle is hired to him at his own risk in respect of loss of or damage to the vehicle and consequential loss by the owner. The hirer by his signature on the front of the agreement accepts that they shall be liable to the owner for any loss of or damage to the vehicle and consequential loss. If insurance is rejected the hirer accepts by his signature on the front of the form that he has no insurance cover under the Terms and Conditions in respect of any damage, injury, or loss caused to any person or property, The Hirer is to supply proof and currency of policy, and payment of the same, where he/she has nominated their own insurance for cover.

OWNERS OBLIGATIONS

13. The owner shall supply the vehicle in a safe and roadworthy condition.
14. 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 the agreement those costs are payable by the hirer.
- (a) If the vehicle breaks down the owner shall do everything he can to get the vehicle repaired as soon as possible as long as it is not been damaged through driver abuse or negligence.

N.B. By virtue of clause 7 of the Terms and Conditions, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

15. If the vehicle is damaged or requires repair (including tyre replacement) or salvage, whether because of any accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone, facsimile or email as soon as practicable. In the event of an accident the hirer needs to obtain the registration and make of the vehicle and the owners name, address and if possible, a police report.
- Further information in glove box.
16. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage is necessary to prevent further damage to the vehicle or the other property.
17. 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.
18. All vehicles are covered by 24hr AA roadside assistance.
- Further information in glove box.

USE OF VEHICLE

19. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for 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 Transport Act 1962 or exempted for licensing under that Act.
20. The hirer shall not:
- (a) Sublet or hire the vehicle to any other person;
 - (b) Permit the vehicle to be operated without his authority and then only by an authorised driver named on the front of the Agreement;
 - (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against Section 56, 57 or 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 drugs);
 - (d) Operate the vehicle or permit it to be operated in any race, speed test, pace notes, rally, or contest, or on any closed road or non-public roadway;
 - (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 1962, Land Transport (Road User) Rule 2004, 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 by any person if at the time of his driving the vehicle the hirer or other person is not the holder of current driver's licence appropriate for the vehicle.

RETURN OF THE VEHICLE

21. (a) The vehicle must be returned to 808 Warren Street North, Hastings or have somewhere else that has been agreed to by the owner on termination of the hiring of this vehicle, and, or any hire shorter than the specified return date may have its daily rate adjusted according to the length of hire - this will be done at the discretion of the owner/ operator.
- (b) The hirer shall return the vehicle in the same clean and tidy condition at the expiry of the term of hire or a surcharge for cleaning may be imposed upon the hirer for such cleaning. No refund can be made until a vehicle has been cleaned and inspected for any damage.
- (c) When a vehicle is left at any other place than 808 Warren Street North Hastings (as previously agreed) then termination shall be when the vehicle inspection shall occur at the time of collection. The hirer will be responsible for the vehicle up until the time of termination, inspection, and collection.
- (d) The vehicle must be returned with the same amount of fuel in it as when it was hired. If it is not, the hirer shall pay for the fuel plus a \$20 service charge.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

21. The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Agreement and Terms and Conditions, or if the vehicle is damaged. The termination of the hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Agreement or otherwise.
22. In the event this booking is cancelled within 48 hours or scheduled pick up or if a booking is not cancelled and the customer does not pick up the vehicle, the customers credit card will be charged with a cancellation fee equivalent to the first days rental charges should the rental have taken place.

TRAFFIC AND PARKING INFRINGEMENTS

23. The owner may charge an infringement fee to a hirer's credit card if:
- (a) that fee arises from an offence that is listed in 24; and
 - (b) the offence is committed during the period of hire; and
 - (c) the hirer is notified in the rental service agreement of the liability for an infringement fee for an offence in 24.
24. The offences referred to in 23 are:
- (a) an offence detected by approved vehicle surveillance equipment that is:
 - (i) a speeding offence; or
 - (ii) an offence in respect of failure to comply with the directions given by a traffic signal; or
 - (iii) a toll offence; or
 - (b) parking in any portion of a road in breach of any bylaw of a road controlling authority or *Part 6 of the Land Transport (Road User) Rule 2004*.
25. The owner may not charge an infringement fee to a hirer's credit card unless the hirer has been notified in the rental service agreement of:
- (a) the liability for an offence in 24; and
 - (b) the licence holder's undertaking to send a copy of the infringement notice and a copy of the reminder notice as soon as is practicable; and
 - (c) the hirer's right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority; and
 - (d) the hirer's 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).

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