

Rental Vehicle Rental Agreement

You agree to the following terms:

General policy information

1. Only the people listed on page 1 of this agreement will drive the vehicle.

2. Everyone driving the vehicle must have a valid full NZ or overseas driving licence (translated into English if necessary) that is required for the class of vehicle.

Disputes

3. If you believe you have been incorrectly charged or you have any other complaint about your experience, you must inform us in writing within 20 working days.

4. We will aim to resolve all complaints amicably and in good faith and try to settle all disputes within 7 days. If the complaint cannot be resolved within 7 days, you will be advised of the likely timeframe to resolve and we will aim to give you weekly updates.

5. If you are unhappy with the outcome, you have the right to engage external dispute resolution options.

Your obligations

Payment

6. You will pay the amount specified on page 1 of this agreement to the operator.

7. You may also be liable for any relevant additional charges for: (under 4 day hire applicable)

a) additional distance driven;

b) fuel;

c) Returning the vehicle later than the agreed time;

d) Damage to or repair of the vehicle, and enforcement charges relating to this;

e) Traffic fines, infringement fees, and any administration cost we have to pay in relation to this; or

8. At the start of the hire you must give us your credit card details. We may put a hold on your credit card up to the total value of the hire. If any loss occurs, we will charge the loss based on the actual costs to your credit card.

How to use the vehicle

9. You must never:

a) Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");

b) Sublet or hire the vehicle to anyone else;

c) Allow the vehicle to be used outside of our authority;

d) Drive or let anyone else drive the vehicle in breach of sections 56, 57, 57AA, 57A or 58 of the Act;

e) Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;

f) Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;

g) Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and/or RUC certificate (whichever sets less); or

h) Drive the vehicle or let anyone else drive the vehicle on any roads listed in clause 29(f) of this agreement, or on any beach, driveway, or surface likely to damage to vehicle.

10. It is your responsibility to ensure that:

a) You take reasonable care when driving and parking the vehicle;

b) You maintain the water in the vehicle's radiator and battery at the proper level;

c) You maintain the oil in the vehicle at the proper level;

d) You maintain the tyres at the proper pressure;

e) The vehicle is secure and locked whenever it is not being used;

f) Nobody interferes with the distance recorder or speedometer;

g) Nobody interferes with any part of the engine, transmission, braking or suspension systems;

h) If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and

i) You keep a copy of this agreement in the vehicle during the hire.

11. Flat or punctured tires are your responsibility and cost

12. Accidents

Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once.

You must not arrange or carry out any repairs or salvage without our approval unless this is necessary to prevent further damage to the vehicle or other property.

13. Returning the vehicle

You must return the vehicle before or at the end of the hire period to the address set out on page 1 of this agreement.

Your responsibilities

14. We will make sure the vehicle is in a safe and road worthy condition and displays a valid and current Certificate of Fitness.

15. If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.

Cancelling this agreement

16. You may cancel this agreement –

a) 30 days before the hire starts without having to pay any penalty or owing any obligations;

b) Within 30 days of the hire. If so, you must pay for 20% of the booking.

c) No refunds once hire has begun if returning the bike early

17. If the vehicle you booked is unavailable, we will upgrade you to the next best option. If no upgrade is available, we will still give you a vehicle and refund you the difference in value or give you the option to cancel. If no vehicle is available at all, we will try to find a replacement vehicle from another rental vehicle operator.

18. Dangerous driving

If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:

a) cancel this agreement at once by giving you either verbal or written notice, and

b) elect to discuss circumstances of your cancellation with other rental companies to promote safe

driving in New Zealand.

If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of this agreement as soon as possible.

19. We may cancel this agreement if you breach any of the obligations or conditions outlined in this agreement. If so, no refund will be given.

Privacy

20. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.

21. You retain rights of access to, and correction of, your personal information.

Liability

22. You are liable for any:

a) loss or damage to the vehicle and its accessories (excluding fair wear and tear),

b) consequential loss, damage or costs we have to pay, including salvage costs, and

c) loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle.

Insurance

23. Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.

24. Please note that we are not providing insurance services to you. We are only managing the insurance provided under the Policy. We reserve the right to decide whether to claim under the Policy. If the vehicle is damaged, you must contact us at once and only deal with us.

25. Who is covered

Everyone named on page 1 of this agreement is covered against any accidental loss as set out in clause 21.

26. Reduced excess

If you choose to pay an extra \$30 per day, hires for 7 days or over, the excess will be reduced to \$ _____

27. Regardless of whether you have paid the excess waiver fee, you will not be covered for any loss referred to in clause 21 if

a) you or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol;

b) the vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this;

c) you or anyone else drives the vehicle in any race, speed test, rally, hill climbing or contest;

d) anyone drives the vehicle who is not named on page 1 of this agreement, or does not have a valid and full drivers' licence;

e) you or anyone else driving the vehicle causes any loss or damage by committing any intentional or reckless act or omission, including a reckless or intentional serious traffic offence;

f) you or anyone else drives the vehicle on any of the following roads or locations, beaches.

28. The insurance cover will only be invalidated if the loss was caused or contributed to by any of the circumstances listed in clause 29.

Infringement offences

29. You will be liable for the following infringement offences committed during the hire:

a) a speeding offence,

b) a toll offence, or

c) an offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment

d) an offence for parking on a road that breaches any bylaw or road controlling authority

e) an offence against Part 6 of the Land Transport (Road User) Rule 2004

f) an offence under section 20(1) of the Freedom Camping Act 2001.

30. If you commit an infringement offence, you must pay any infringement fee and costs due.

31. We may elect to transfer liability for any infringement offence from us as the registered owner of the vehicle to you as the driver. If so, we will pass on your name, address, date of birth, and driver licence number to the relevant infringement authority, and charge an administration fee of \$50.00 to cover the cost of transferring liability.

32. If we receive an infringement notice or reminder notice for an infringement offence committed during the hire, we will send you a copy of the notice and this agreement within 5 working days.

33. After receiving an infringement notice, we will let you know that your credit card may be charged the set infringement fee and an administration cost of \$10.00 for not paying the fee yourself once we receive the reminder notice.

34. If we only receive the reminder notice, we will let you know that your credit card may be charged the set infringement fee and administration cost because you have not paid before we charge you.

Your rights

35. You are entitled to:

a) challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and

b) seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.

July 2018

Sign _____ X