

# Agreement to Hire a Rental Vehicle

An agreement made between the Owner and the Hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

## VEHICLE DESCRIPTION

1. The Owner will let and the Hirer will take on hire the motor vehicle described in this agreement.

## DURATION OF HIRE

2. The term of hire shall be for the period as described in this agreement.

## PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if each such person holds a current driver's licence (particulars of which are given alongside his/her name and address) appropriate for the vehicle at the time they are driving the vehicle.

## HIRER'S OBLIGATIONS

4. The Hirer shall ensure that:

- The water in the radiator and battery of the vehicle is maintained at the proper level;
- The oil in the vehicle is maintained at the proper level;
- The tyres are maintained at their proper pressure;
- 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.

## INSURANCE

6. Subject to an Accident Damage Excess (ADE) and the exclusions set out below, the Hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability that he/she might have to the owner in respect of the loss of 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 \$ 2,000,000 in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person arising out of the use of the vehicle.

## EXCLUSIONS

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

- The driver of the vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the vehicle;
- 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;
- The vehicle is operated in any race, speed test, rally or contest;
- 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;
- The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- The vehicle is wilfully or recklessly damaged by the Hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the Hirer, or is lost as a result of wilful or reckless behaviour of the Hirer or any such person;
- The vehicle is operated outside the terms of hire or any agreed extension of that term.
- The vehicle is operated on Skippers Canyon Road, Queenstown or Ninety-Mile Beach, Northland
- The vehicle is operated on any unformed road including any beach.

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.

## REJECTION OF INSURANCE

8. The Hirer accepts by his/her signature hereto that the vehicle is hired to him/her at the Hirer's own risk 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.

## OWNER'S OBLIGATIONS

9. The Owner shall supply the vehicle in a safe and roadworthy condition.  
10. 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.

NOTE: By virtue of clause 8 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.

## MECHANICAL REPAIRS AND ACCIDENTS

- 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 by telephone as soon as practicable.
- 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 are necessary to prevent further damage to the vehicle or to other property.
- 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

14. 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 licensed under Part 1 of the Transport Services Licensing Act 1989.

15. The Hirer shall not:

- Sublet or hire the vehicle to any other person;
- Permit the vehicle to be operated outside his/her authority;

- 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);
- Operate the vehicle or permit it to be operated in any race, speed test, rally or contest.
- Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws to road traffic;
- 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;
- Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, the Hirer or other person is not the holder of a current driver's licence appropriate for that vehicle.

## RETURN OF VEHICLE

16. The Hirer shall, at or before the expiry of term of hire, deliver the vehicle to the Owner's place of business or the Owner's agent's place of business, or obtain the Owner's consent to the continuation of hire.

17. The carriage of hazardous goods (as defined in sections 70E to 70H of the Transport Act, as amended 1 May 1990) is prohibited.

## IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

18. 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 this agreement, 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 this agreement or otherwise.

## PAYMENTS BY HIRER

The hirer agrees to pay on demand all of the following charges up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA):

- The hirer shall pay to the owner as payment for the hire of the vehicle all charges at the rates detailed in the RA for each 24-hour period (or part thereof) commencing from vehicle check out time as specified in this agreement.
- The hirer shall pay to the owner the sum specified in this agreement for the insurance cover (ADE), Accident Excess Reduction (AER) and any other items detailed on the RA.
- The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.
- Our charge for adding fuel to the Vehicle up to the Check Out Fuel Reading, which will include a service charge.
- Where the Hirer breaches any of their obligations under this RA – (without limiting any other right the Owner has) such sum as is necessary to compensate the Owner for loss or damage as determined by the Owner acting reasonably.
- All applicable goods and services tax (GST) and any other government taxes or duties that may apply.
- The hirer shall pay to the owner the sum of any damage incurred on the vehicle during the period of the hire (to the maximum value of the applicable insurance excess at the time of the hire) regardless of whether the damage was reported to the owner upon vehicle return. Final charges will be determined after a final inspection by the Owners representative which will be made as soon as practicable after return to, or recovery by the Owner of the Vehicle.
- The hirer (You, Your) understand and agree that all infringements (including but not limited to, parking and speeding infringements) incurred during the term of Your hire, are Your responsibility. You agree to pay Thrifty (We, Us) an administration and handling fee for processing such infringements. We will endeavour to transfer the infringements into Your name through the relevant issuing authority. In the event this does/can/may not happen, You hereby irrevocably and unconditionally authorise Us to charge Your Credit Card and/or to charge Your account (as nominated respectively under 'Payment Information' in the RA or in the Credit Card Authority) for the value of all infringements incurred by You, including any additional costs imposed by the relevant issuing authority and any applicable administration and handling charge imposed by Us for processing. Administration and handling fees imposed by us are subject to change but are currently set at \$50 + GST per infringement.

## PAYMENT OF CHARGES

27. The Hirer (You, Your) hereby irrevocably and unconditionally authorises the Owner (Us, Our) to charge to Your credit card and/or to charge to Your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under the RA.

If You fail to make full payment of any charge due to the Owner:

- You agree to pay Us: (i) interest on all outstanding charges at a rate of 12% per annum. You agree that such interest is a genuine pre estimate of Our damages. Payments received will be credited firstly against any accrued but unpaid interest; (ii) Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis; We shall be entitled to list Your payment default/s with any credit reference organisations, which You acknowledge may affect Your credit rating.

**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.**