

This rental agreement is made on the date specified on line 27 between the parties hereinafter called the "owner" of the vehicle whose name and address appears on line 1, and the "hirer" whose full name and address appears on lines 4 to 7 of the reverse side. It is hereby agreed as follows

VEHICLE DESCRIPTION

- 1.) The owner will let and the hirer will take to the motor vehicle which is
- 2.) Described on lines numbered 22 and 23 on the reverse side hereof (hereinafter Referred to as the vehicle.)

DURATION OF HIRE

- 3.) The term of the hire shall commence and cease at the time and dates Described on lines numbered 26 to 30 on the reverse side hereof.
- a) Hire charges are based on a 24 hour basis from the time that you have Picked up the vehicle.

PERSONS WHO MAY DRIVE VEHICLE

- 4.) Only the persons may drive the vehicle during the period of the hire named on lines numbered 4 and 11 to 14 on the reverse side hereof, and only If they hold a current drivers license appropriate for the vehicle at the time they are driving the vehicle.

(This clause is deleted where the hirer is a body corporate or department of state.)

PAYMENT BY HIRER

- 5.) The hirer shall pay to the owner as payment for the hireage of the vehicle For the period specified in clause 2, the sum detailed on lines numbered 35 to 59 on the reverse side hereof.
- 6.) In addition to the payment specified in clause 4 of this agreement, to the hirer shall pay the owner the sum specified on line 38 on the reverse side hereof, for the insurance cover as set out in clause 9 of this agreement. (Delete if cover rejected or offered free of charge)
- 7.) The hirer shall pay for all petrol or other fuel used in the vehicle during the period of the hire.

HIRERS OBLIGATIONS

- 8.) 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.
 - c) The tyres are maintained at the proper pressure.
 - 9.) 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.
 - a) The hirer shall for with and within 24 hours notify the owner of any Complaints, defects, or failure of the vehicle, or claims against the owner Or its agents.
If the hirer fails to do so the hirer will be deemed to have waived the same And the company will not be liable for any claims resulting therefrom.
 - b) The vehicle is returned in a clean and tidy condition

INSURANCE

Clause 9 shall be deleted if the hirer chooses to refuse the insurance and signs The acceptances referred to in clause 10.

- 10.) Subject to the exclusion set out below, the hirer and any driver authorised To drive the vehicle is fully indemnified in respect of any liability 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 is indemnified to the extent of the value of any claim in respect Of any liability he/she might have for damage to any property (including injury

To any animal belonging to any other person and arising out of the use of the car

belonging to any other person and arising out of the use of the Vehicle.

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/her ability to drive the vehicle
- b) The vehicle is in an unsafe or unroadworthy condition that arose during the 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, rally or contest
- d) The hirer is not a body corporate or department of state and the vehicle is Driven by any person not named on lines numbered 4, 11 to 14 on the Reverse side hereof being the person or persons authorised to drive the Vehicle in accordance with clause 3 of this agreement.
- e) The vehicle is driven by any other person who at the time when he/she Drives the vehicle is disqualified from holding or has never held a drivers Licence appropriate for that vehicle.
- f) The vehicle is wilfully or recklessly damaged by the hirer or
- g) The vehicle is operated on any of the following roads:
Ninety Mile Beach (Northland)
Ball Hut Rd (Mt Cook)
Crown Range Rd (Queenstown) Wanaka H/W 89
Colville / Cape Colville Rd
- h) The vehicle is operated outside the term of the hire or any agreed extension Of that term

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

- 10.) The hirer accepts 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 accepts that he/she may be liable to the owner for any loss or damage to the vehicle and consequential loss.

X

Hirers Signature

You should not sign this unless you are sure you understand its effect.

The hirer accepts that he has no Insurance Cover under this agreement in respect to any damage, injury, or loss caused to any person or property

X

Hirers Signature

You should not sign this unless you are sure you understand its effect

OWNERS OBLIGATION

- 11.) The owners shall supply the vehicle in a safe and roadworthy condition.
- 12.) 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 6 of this agreement, the cost of petrol, oil & other fuel, including puncture repairs, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

- 13.) 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 or telegram as soon as possible.

- 14.) 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.

- 15.) 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 or transmission, braking or suspension systems of the vehicle

USE OF THE VEHICLE

- 16.) 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 I of the Transport Services Licensing Act 1989 or exempted from licensing under the act.

- 17.) The hirer shall not-

- a) Sublet the hire of the vehicle to any other person.
- b) Permit the vehicle to be operated outside his/her authority
- c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport breath Or blood alcohol or under the influence of any drug.
- d) Operate the vehicle or permit it to any race, speed test or rally
- e) Operate the vehicle or permit it to propel or tow any other vehicle
- f) Operate the vehicle or permit it to be operated in breach of the Transport Services Licensing Act 1989, the traffic regulations 1976, 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 numbers 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 other person if at the time of his/her driving the vehicle the hirer or other person is not the holder of a current drivers licence appropriate for the vehicle.
- i) Animals are not permitted to be in the vehicle at any time

RETURN OF THE VEHICLE

- 18.) (a) The hirer shall at or before the expiry of the term of the hire, deliver the vehicle to the depot, detailed on the line numbered 29 on the reverse side hereof or obtain the owners consent to the continuation of the hire.

- b) If the vehicle is returned in our opinion in an excessively dirty condition inside or out, a cleaning fee of \$150 will be charged.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

- 19.) The owner shall have the right to terminate the hiring 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 hiring 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.

REFUNDS

- 20.) No refund can be granted if the vehicle is returned earlier than stated on line number 30 on the reverse side hereof.