

Address: 504 Wairakei Road
PO Box 31070
Christchurch
New Zealand
Website: www.hirecars.co.nz
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Incorporating

Holiday Rental Cars RENTAL AGREEMENT

Christchurch Phone: (03) 359-8157
Christchurch Fax: (03) 359-5197
Christchurch Toll-Free: 0800-227-444
Picton Phone: (03) 573-8845
Picton Fax: (03) 573-6650
Picton Toll-Free: 0800-641-111

3 AGENT:		
Hirer's Details		
Name		
4 Address		
5		
6		
7		
Telephone		DOB
8 License No.		Issued By
9		Expiry
Authorised Driver A		
10 Name		
Licence No.		Issued By
11		Expiry
Authorised Driver B		
12 Name		
Licence No.		Issued By
13		Expiry
Authorised Driver C		
14 Name		
Licence No.		Issued By
15		Expiry
Authorised Driver D		
16 Name		
Licence No.		Issued By
17		Expiry
18 CHARGE CARD DETAILS		
Number		<input checked="" type="checkbox"/>
Expiry		VISA
Name		<input type="checkbox"/>
Signature		MASTERCARD
X		OTHER
A bond to the value of \$.....+GST is held until the vehicle is returned in the same condition and fuel refilled to delivery level.		
I agree that if I have presented a charge card by way of bond or payment for this hire that any actual or consequential liability arising out of this agreement may be billed directly to this card and that my signature will be deemed to have been made on the appropriate charge voucher.		
19 Acceptance of Insurance		20 Hirer's Liability
The hirer agrees to pay for the Insurance Cover provided under clause 10 and acknowledges that he/she is aware of the exclusions listed under the heading "Exclusions" in clause 11 of this agreement on the reverse side hereof.		The hirer acknowledges that he/she shall be liable in respect of the first \$.....+GST of damage or loss, including windscreens of any accident while in the possession of the hired vehicle, the excess will increase to \$.....+GST for any single vehicle accident (where the accident does not involve any other vehicle).
X		X
Do not sign unless you are sure you understand.		You should not sign this unless you are sure you understand.
I have read and agreed to the terms on both sides of this agreement. I further agree that only the hirer and listed authorised drivers signing this agreement at the time of hire will be permitted to drive the vehicle hired. I accept responsibility and guarantee payment for this agreement, and accept liability for all parking and traffic violations.		
Hirer's Signature		Rental Sales Agent's Signature
X		
Driver A Signature		Driver B Signature
Driver C Signature		Driver D Signature
You should not sign anything on this agreement unless you are sure you understand its effect.		
Note to hirer: The owner must give you at least one copy of this 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 Ministry of Transport.		

Vehicle			
21 Make/Model:		22 Reg. No:	
AS PER DAMAGE SHEET		No. of passengers (inc. driver)	
23 Car Condition:		Colour:	24 Fuel:
25 Kilometres In			
26 Kilometres Out			
27 Kilometres Travelled			
Hire Details			
28 Hired from:			
29 Date:		Time:	
30 Hired To:			
Depot			
31 Date:		Time:	
Hire Charges			
32	days @ \$		
33	days @ \$		
34	days @ \$		
35	days @ \$		
36			
37			
38			
39			
40			
41	Airport Fee		
42	Relocation Fee		
43	Insurance Option		
44	Windscreen Waiver		
45	GPS / Sat Nav		
46	Baby Seat		
47	Snow Chains		
48	Ski Racks		
49	Commission to		()
50	Less Deposit Paid		()
51	Sub Total		
52	TOTAL (GST Inclusive)		\$
53 COMMENTS			
54 Contract No.			

1. THE PARTIES

This rental agreement is made on the date specified on line 29 between the parties hereinafter called the "owner" of the vehicle whose name and address appears on lines 1 and 2, and the "hirer" whose full name and address appears on lines 4 to 7 of reverse side. It is hereby agreed as follows:

2. THE VEHICLE

The owner will let and the hirer will take to hire the motor vehicle which is described on lines numbered 21 and 22 on the reverse side hereof (hereinafter referred to as the vehicle).

3. TERM OF THE HIRE

- The term of hire shall commence and cease at the time and dates described on lines numbered 29 and 31 on the reverse side hereof.
- Hire charges are on a daily basis, where 1 day consists of 24 hours. Part day charges are not available.
- The vehicle must be returned to the owners rental depot or specified agents rental depot in the city described on the line numbered 30.

4. AUTHORISED DRIVERS

- The vehicle may be driven during the period of hire only by the persons named on lines numbered 4, 10, 12, 14 and 16 on the reverse side hereof, and only if they hold a current driver's licence appropriate for the vehicle at the time they are driving the vehicle. Driver licenses must comply with current LTSA regulations.
- Standard insurance requires that drivers are 21 years or older with full license.
NOTE: drivers under the age of 21 or restricted license holders may be allowed to drive with a higher insurance excess only with owners written permission.

5. HIRE CHARGES

- 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 32 to 52 on the reverse side hereof.
- The hirer shall pay for any puncture repair and all petrol or other fuel used in the vehicle during the period of hire. The hirer is responsible for returning the vehicle with the same or a greater amount of fuel as delivery level.
- The hirer shall pay ALL COST relating to debt recovery.

6. HIRER'S OBLIGATIONS

The hirer shall ensure that –

- The water in the radiator and battery of the vehicle is maintained at the proper level.
- The oil reservoirs in the vehicle are maintained at the proper levels.
- The tyres are maintained at the proper pressure.
- The hirer shall forthwith and within 24 hours notify the owner of any lit warning gauges or lights, 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.
- The vehicle is returned in a clean and tidy condition.
- All reasonable care is taken in driving, handling and parking the vehicle and that it is left securely locked when not in use.
- This contract or a copy is kept in the vehicle throughout the term of the hire; and produced without delay for inspection on demand by an enforcement officer.

7. OWNER'S OBLIGATIONS

- The owner shall supply the vehicle in a safe and roadworthy condition.
- The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

NOTE: By virtue of the Hirers Obligations section of this agreement, the cost of fuel and puncture repairs during the term of hire is the responsibility of the hirer.

8. USE OF THE VEHICLE AND RESTRICTIONS ON USE

- 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 4A of the Transport Act 1962 or exempted from licensing under the Act; and
- The hirer shall not –
 - sublet or hire the vehicle to any other person;
 - allow the vehicle to be operated outside his or her authority;
 - operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57 or 58 of the Transport Act 1962 (driving under the influence of drink or drugs);
 - operate the vehicle or allow it to be operated in a race, speed test, rally, or contest (including intentional loss of traction);
 - operate the vehicle or allow it to be operated in breach of the Transport Act 1962, Land Transport (Road User) Rule 2004 or any other Act, regulations, rules or bylaws relating to road traffic;
 - operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;
 - drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver licence appropriate for the vehicle;
 - operate the vehicle or permit it to be operated to propel or tow any other vehicle without the owners written permission;
 - have any domesticated or wild animal, alive or deceased in the vehicle at any time without the owners written permission.

9. 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, facsimile or email 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, to swap or exchange any part of the vehicle, to damage or adjust gauges to cause false readings, or except in an emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.
- The owner accepts no responsibility for accommodation charges, meals or out-of-pocket expenses resulting from a breakdown or accident.
- The owner's liability extends only to the refund of hire charges for any days total loss of vehicle use caused through a mechanical breakdown, except in the case where a breakdown or accident has occurred as a result of the hirer neglecting to comply with any obligation listed in clause 6.

10. INSURANCE

- Subject to the exclusions set out in clause 11 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 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 in clause 11 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 might have for damage to any property belonging to any other person and arising out of the use of the vehicle.
- An excess applies to the above mentioned insurance cover. The amount of the insurance excess is detailed in the Hirer's Liability section 20 on the reverse side hereof.

11. INSURANCE EXCLUSIONS

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 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 vehicle is driven by any person not named on lines numbered 4, 10, 12, 14 or 16 on the reverse side hereof being the person or persons authorised to drive the vehicle in accordance with clause 4 of this agreement.
- The vehicle is driven by any person who at the time he 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
- The vehicle is operated on any of the following roads:
 - Any off road conditions without the owner's written consent
 - ALL SKIFIELD ROADS (beyond the main carpark)
 - Ninety Mile Beach (Northland)
 - Ball Hutt Road (Mt Cook)
 - Skippers Road (Queenstown)
 - Colville/Cape Colville Road
- The vehicle is damaged by water submersion or salt water damage.
- The vehicle is damaged by incorrect use or fitting of extras and accessories including snow chains, roof racks and bike racks.
- 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 II of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

12. RETURN OF VEHICLE

- The hirer shall return the vehicle at or before the expiry of the term of hire, (line 31 on the reverse side hereof), or obtain owners consent to extend the rental period. Late return will incur a penalty fee of \$500, plus daily rental costs for outstanding days.
- The hirer shall deliver the vehicle to the Depot, (line 30 on the reverse side hereof), or obtain the owner's consent to return to another location. Failure to return the vehicle to the specified location will incur a penalty fee of \$500, plus relocation costs.
- If the hirer fails to return the vehicle with the same or a greater level of fuel than that indicated in box 24 on the reverse side hereof, a \$20 refueling fee will be charged in addition to costs required to return the vehicle to this fuel level.
- If the vehicle is returned in our opinion in an excessively dirty condition inside or out, a cleaning fee of \$100 will be charged.

13. REFUNDS

- No refund can be granted if the vehicle is returned earlier than stated on line number 31 on the reverse side hereof.

14. BREACH OF CONTRACT

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.

Note (1): A NZ\$100 cleaning fee will be charged if the vehicle is returned (in our opinion) in an excessively dirty condition inside or out.

Note (2): A NZ\$50 administration fee will apply for any infringement fee incurred during the hire which is not paid for before the vehicle is returned.

Note (3): A NZ\$100 administration fee will apply for any accident in addition to any insurance excess or other liability mentioned in this contract.