

CLAUSES 1 - 5 are part of the rental agreement form.

6. REFUNDS

6.1 Late pick up or early return of the vehicle doesn't entitle the hirer to any refund of unused portion of the hire cost.

6.2 Relocation fees (one way hire fees) are non-refundable.

7. PAYMENT BY THE HIRER

7.1 The hirer shall pay for the period of hire as specified on the Agreement and any extension of that term, mileage charge for all km exceeding the free km, charges for any optional services, products and accessories the hirer has chosen to accept, including insurance options. Daily hire charges may change according to length of hire. They will also pay for any loss of income, related to their extension. This may include, but is not limited to, the costs to cover booking changes for other customers caused by their extension.

7.2 The hirer shall pay for all fuel used during the period of the hire, and a refuelling charge of \$25.00 plus fuel costs will be charged if the vehicle is returned not refuelled.

7.3 If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or de-odorising, the hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle.

Cleaning charges of \$150 apply to, but are not limited to, cleaning of:

- Spillage of fluids such as drinks, milk, oil, paint, etc;
- Perishable food;
- Hair, stains and odours due to animals in the vehicle;
- Odour removal such as: Fish and associated smells, vomit, Cigarette or any other strong smell.
- Dirt on the exterior of the car;

7.4 A reasonable collection fee if the vehicle is not returned to our location.

7.5 The hirer shall pay for towing, storage and impound fees unless otherwise stated as part of insurance.

7.6 If during an unauthorised extension, the vehicle receives a traffic infringement for an expired WOF, COF, RUC or Registration, the hirer will be held liable for the cost of this infringement.

7.7 The hirer shall pay for damage to the vehicle, its accessories or extras hired, including those which become apparent following termination of the hire.

7.8 The Owner will not honour calculation errors. Should a calculation error occur, the Owner will charge the shortfall.

7.9 Administration fee of 2.5% applies to all credit card transactions.

7.10 Cost to replace keys which are lost or retrieval of keys which have been locked inside the vehicle or any other accessories that have been hired by the hirer.

7.11 Non-mechanical call-out fees including, but not limited to, the vehicle running out of fuel, flat batteries as a result of the lights or keys being left on, or a breakdown as a result of damage caused in an accident.

7.12 The owner reserves the right to charge the hirer a \$50.00 administration fee, plus the cost of, but not limited to:

- An offence detected by approved vehicle surveillance equipment that is:
 - A speeding offence; or
 - An offence in respect of failure to comply with the directions given by a traffic signal; or
 - A toll offence; or (note: Approved vehicle surveillance equipment is a defined term)
- 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; or
- Infringement notices for incorrectly using bus lanes; or
- Private parking breach notices; or
- Stopping, parking, sleeping and/or camping in breach of any law

8. HIRERS OBLIGATIONS

8.1 The water and oil levels and the tyre pressure are to be maintained. Check these every 1000km while the engine is cold.

8.2 Stop using the vehicle and contact us as soon as you become aware of a fault with the vehicle. If the phone is unmanned, leave message with your contact details.

8.3 Ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

8.4 Animals are not permitted in the vehicle at any time, excluding guide dogs

8.5 Smoking is not permitted in the vehicle.

8.6 Red warning light appears on dash board: Stop vehicle immediately and call roadside assistance on the front of your agreement form with the vehicle registration number. The hirer is responsible for damages caused by failure to stop vehicle.

8.7 Orange warning light appears on dash board: item needs attention soon. Check DPF cleaning system as per instructions on the sticker, check systems (oil) and drive carefully to nearest service station/workshop for assistance. Wait until engine cools down before checking water. Hirer is responsible for damages caused by failing to check items at earliest opportunity.

8.8 The hirer is responsible for ensuring that the correct fuel is used and any damage caused by using the incorrect fuel.

8.9 When involved in an accident the vehicle shall stay on hire while the repair is undertaken. The hirer agrees to pay for the extra days hireage and all related repair costs until the repair is completed and the vehicle is available for hire in good condition.

8.10 In the event of a breakdown, the hirer is responsible for making sure the owner has the correct details for vehicle pick up or inspection. Failure to do so may result in the hirer being charged for the costs relating to this.

8.11 The hirer agrees to adhere to all NZ road rules. It is their responsibility to ensure they are aware of regulations about road safety, including speed and safety belt wearing.

9. CREDIT CARD AUTHORISATION

The hire/cardholder agrees and irrevocably authorises that if a credit card is presented by way of payment for this agreement, that any actual and consequential

liability arising out of this agreement may be billed directly to this credit card, and that the Cardholders signature will be deemed to have been made on the appropriate charge voucher.

10. USE OF VEHICLE

10.1 In addition to any other exclusions listed, the hirer must not:

- Sublet or hire the vehicle to any other person;
- Allow the vehicle or allow it to be operated outside their authority;
- Operate the vehicle, or allow it to be operated, under the influence of alcohol or drugs in circumstances that constitute an offence against the land transport act;
- Operate the vehicle or allow it to be operated in a race, speed test, rally or contest;
- Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport Amendment Act 2011, the Transport Act 1962, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws;
- 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;
- Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of current drivers licence appropriate for the vehicle and is not on the agreement as an additional driver;
- Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- 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 passenger service licensed under part VII of the Transport Act 1962 or exempted from licensing under that Act.
- allow the vehicle to be used to breach any law.

11. OVERDUE ACCOUNTS

11.1 In the event that the hirer is hiring the truck on behalf of a third party, the hirer is aware that they are the ones responsible for payment on the outstanding balance. This also applies to preapproved charge accounts.

11.2 The owner reserves the right to charge interest at the rate of 5% per month on any outstanding balance owing from end of the hire, until payment is received. The owner further reserves the right to recover from the hirer, at the end of hire, all costs and/or expenses incurred in repossessing the vehicle or instructing a solicitor or debt collection agency to recover any amount overdue for payment, and such cost and expenses shall bear interest as provided for above. In addition, the Hirer agrees that if he or she defaults in their payment obligations to the owner, information about their debt may be given to a debt collection agency and the agency may give this information to other companies they work with.

11.3 In addition to interest, if the owner arranges for the collection of the unpaid money from the hirer by a debt collection agency, the hirer must pay an administration fee of \$50.00 and all collection costs, including collection agency and legal costs.

12. INSURANCE

The full \$3500 excess will apply to damages relating to theft, attempted theft, fire damage or single vehicle accidents i.e. an accident with no other vehicle involved, unless otherwise stated in clause 4. Insurance covers our vehicle; it does not cover the hirer's belongings. Any driver under the age of 25 or on a restricted licence will have an additional \$1000 excess applied to their excess figure regardless of the insurance option selected.

12.1 Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$1,000,000 in respect of any liability they 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 vehicle.

12.2 The hirer is liable for any damages caused by 3rd party, and this will only be refunded if the owner is successful in recovering costs for damages from the 3rd party.

12.3 The hirer acknowledges that they shall be liable for the first \$3500 of damage or loss, irrespective of fault, unless they have opted to take one of the extra cover insurance options. Refer to Clause 4 for the excess details pertaining to this Agreement. However, the extra cover Insurance doesn't exempt the hirer from liability for any breach of the exclusions set out below. The extra cover insurance applies to the first accident only. In this context, damage or loss includes:

- Any and all loss of or damage to the vehicle;
- Damage to third party property; and
- Any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to hire and loss of revenue.

12.4 The insurance excess applies to each accident claim, and not per rental. A security bond covering the insurance excess shall be immediately charged to the hirers account. They will be charged the security bond for any accident reported.

12.5 In the event of an accident, a Damage Administration Fee will be charged. This fee may be refunded if it is proven that the damage was not the hirer's fault.

12.6 In the event the driver is charged with an infringement during the hire or an offence as a result of an accident, then the hirer's excess is increased to \$3500.

12.7 In the event that damage is caused while towing one of our trailers, only our trailer is insured. The drivers car or any other third party is not covered.

13. REJECTION OF INSURANCE

13.1 The hirer must satisfy the owner that they have adequate insurance cover that is comparable with the insurance cover offered by the owner. The owner has the right to refuse to hire the vehicle to the prospective hirer. The hirer is to provide written proof of both policy coverage and payment of premium when they nominate to use their own insurance cover.

13.2 The hirer accepts that if the vehicle is hired to them it is at their own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts that they have no insurance cover under this agreement in respect of any damage, injury or loss caused to any 3rd party person or property.

(signature of hirer)

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

14. INSURANCE EXCLUSIONS

14.1 Any insurance claim received by any other party after the termination of the hire where the hirer has not advised the company will be deemed to be a claim against the hirer.

14.2 The hirer acknowledges that they shall be liable for up to \$3500 excess in the event of a single vehicle accident, damage or loss resulting from vandalism, fire, theft or conversion or attempted conversion of the vehicle depending on the insurance option taken.

14.3 Insurance does not cover the hirer for and the hirer is fully liable for:

- The cost of repairs due to overhead or roof damage, broken or damaged glass, signage, puncture repairs and damage to tyres while in their care, are the hirers liability unless they have purchased an insurance package which covers these.
- The cost of repairing any under body damage, and any resulting damage from that under body damage, including mechanical damage to the vehicle
- The cost of repairing any water damage caused by the immersion of the vehicle in water
- Any damage caused to the vehicle through the use of tyre chains.
- Replacement of keys and any accessories the hirer has hired.
- Any damage due to vehicle rollover.

14.4 Insurance does not cover the hirer for and the hirer is fully liable where the damage, injury or loss arises when:

- The vehicle is wilfully or recklessly damaged by the hirer or any other person named in this agreement of 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.
- The hirer allows an unauthorised person to drive the vehicle.
- The vehicle is operated outside the terms of the hire, or agreed extension of that term.
- The vehicle is used to transport dangerous or noxious substances.
- The vehicle is used for any illegal purposes
- The vehicle is operated on any of the following roads: Ball Hut Road (Mount Cook), Skippers Canyon (Queenstown), Ninety-mile beach (Northland), or any beach or off-road activity.
- The vehicle is incorrectly used of the vehicle, its accessories or the incorrect fuel being used. The hirer will be responsible for any associated costs.
- The vehicle is stolen, and you cannot produce the original set of keys.

14.5 Insurance does not cover the cost of personal belongings.

It is agreed between the owner and 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 general effect of this provision is that an exclusion will not apply, if the hirer proves that the damage or loss was not caused or contributed to be matters to which the exclusion refers.

15. IF THE VEHICLE IS IN AN ACCIDENT, STOLEN OR LOST

15.1 You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible (within 24 hours).

15.2 In the event of theft, the rental agreement will be terminated as soon as a copy of the theft declaration made by you to the Authorities has been received.

15.3 You must return the original keys and report the theft or loss to the police as soon as reasonable if the vehicle is lost or stolen (within 24 hours).

In the event of an accident:

15.3 You and any driver must not admit responsibility to anyone in relation to the accident.

15.4 If possible, take photo of the accident scene at earliest opportunity.

15.5 If police attend or if a report is made to the police, obtain the name, file number and the name of the police station.

15.6 If any other vehicles are involved, obtain the name and address of the other vehicle driver, make, model and registration number, their insurance company and policy number, as well as details of the vehicle owner or owner of that vehicle.

15.7 You and the driver must forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

15.8 You agree to provide assistance to us and our insurers in any legal proceedings to be brought by us in your name, and defending any proceedings against you.

15.10 In the event that an accident renders the vehicle unfit to drive, the owner will make no refund for the unused hire period (including the extra insurance if applicable) and the provision of a replacement vehicle shall be at the owner's sole discretion. The owner shall not be responsible for the cost of transporting the hirer any accompanying passengers away from the accident location. In the event that the owner decides to offer the hirer an alternative vehicle, the owner reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer the extra insurance cover for the replacement vehicle.

16. MECHANICAL REPAIRS AND ACCIDENTS

16.1 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. If after hours, leave message as soon as practicable.

16.2 The hirer shall not arrange or undertake any repairs, or salvage the vehicle 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

16.3 The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the of the engine, transmission, braking or suspension systems of the vehicle.

17. RETURN OF VEHICLE

17.1 The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner's place of business or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire.

17.2 If the vehicle is returned outside business hours, the hirer will remain responsible for the vehicle and its condition until it is inspected by a member of our staff. The hirer must follow instructions from the staff in relation to where to park the vehicle and what to do in regards to the keys. Failure to follow instructions could result in the vehicle being towed away and the hirer will be liable for this cost, plus the daily hire cost until the vehicle is recovered and able to be inspected.

17.3 If the hirer does not return the vehicle at the expected date and time, the owner may report the vehicle as stolen to the Police and the hirer must compensate the owner either the full cost of the vehicle, or all additional costs and losses incurred up to the time the vehicle is recovered by the owner.

18. IMMEDIATE RETURN OF THE VEHICLE

The owner shall have the right to terminate the agreement and repossess the vehicle (and for the purpose enter any premises and remove the vehicle) at any time, without notification to the hirer and the hirer will pay reasonable costs for the repossession of the vehicle, in any of the following circumstances:

- The hirer is in breach of any material term of this agreement;
- The hirer has obtained the vehicle through fraud or misrepresentation;
- The payment for the rental is in arrears;
- The vehicle appears to be abandoned;
- The vehicle is not returned on the agreed date or time, or the owner reasonably believes the vehicle will not be returned on the agreed date.
- The vehicle is damaged.
- The owner considers, on reasonable grounds, that the vehicles, or its passengers, are endangered.

In the event of such termination or repossession, the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the owner under this agreement or otherwise. The owner retains any other rights and remedies provided by law. The hirer agrees the owner has the right to notify the police the vehicle has been stolen. The hirer hereby releases and discharges the owner from any liability arising from such notice.

19. OWNERS OBLIGATIONS

19.1 The owner shall deliver the vehicle in a safe and roadworthy condition.

19.2 The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those cost that are payable by the hirer. Note: the hirer shall notify the owner as soon as practicable (within 4 hours) of any complaints, defects or failure of the vehicle or accessories, or claims against the owner or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting thereafter.

19.3 The availability of an exchange vehicle is not a guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. If a replacement vehicle is not available, the owner will not be liable for any accommodation or living expenses incurred. However, the hirer will be refunded for any days they cannot use the vehicle (at the daily hire rate).

20. RELEASE AND INDEMNITY

20.1 The hirer releases the owner, its employees and agents, from any liability to the Hirer (regardless of who is at fault), for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

20.2 The hirer hereby indemnifies and shall keep indemnified the owner, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the hirer's use and/or possession of the vehicle.

20.3 Any indemnity required of the hirer shall not operate to indemnify the owner in respect of any negligent act by the owner.

21. PRIVACY

21.1 That under the terms of the Privacy Act 2020, the hirer authorises any person or company to provide the owner with such information as may be required in response to any credit enquiries, fines, tolls, or any other charges the customer may owe while using our vehicle. That the hirer authorises the owner to furnish to any third party, details of this agreement and any subsequent dealing that you may have with us as a result from this hire

21.2 The hirer has the right to view such information and correct as necessary.

NOTE TO HIRER

The owner must give the hirer 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.

I have had the opportunity to read the terms & conditions of this agreement. I accept and understand my obligations and acknowledge that I am either over 21 years of age and hold a current drivers licence or am between the ages of 18 and 20 and have held a full licence for at least 12 months. If I am under 25 or on a restricted licence, I understand there is an additional \$1000 excess applied regardless of the insurance selected. I am aware of legal driving requirements of my licence and will adhere to them. If I am hiring on behalf of a third party, I am aware that I am fully responsible for any outstanding balance on the account.

Signature _____ Date _____

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