

## **RENTAL CAR AGREEMENT TERMS AND CONDITIONS**

An agreement made on the date set out overleaf between Green Cars Only Ltd (hereinafter called "The Owner") and the customer "The Hirer" whose name and address appears in the Schedule.

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 the schedule (hereinafter referred to as "The Vehicle") on the terms set out in this agreement.

### **DURATION OF HIRE**

2 The term of hire shall commence on the date and time specified in the schedule.

### **PERSONS WHO MAY DRIVE VEHICLE**

3 The vehicle may be driven during the period of hire only by the persons specified in the schedule and only if they hold a current driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

### **PAYMENTS BY HIRER**

4 The hirer shall pay to the owner as payment for the hire of the vehicle for the period specified in this agreement the sum as nominated in the schedule.

5 In addition to the payment specified in clause 4 of this agreement, if any sum is specified in the schedule for the insurance cover set out in clause 10 below then the hirer shall pay to the owner the said sum.

6 In addition to the payment specified in clause 4 of this agreement, if any kilometre limit is set out in the schedule then the hirer shall on termination of the hiring pay to the owner a km charge at the rate as specified in the schedule for any km in excess.

7 The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

### **HIRER'S OBLIGATIONS**

8 The hirer shall during the duration of the hire 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 their proper pressure.  
(d) Smoking and/or animals are not permitted in the vehicle at any time.

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.

### **INSURANCE**

[Clause 10 should be deleted if the hirer chooses to refuse the insurance and signs both the acceptances in clause 11.]

10 Subject to the exclusions and the excess set out below, the hirer, and any driver authorised to drive the vehicle, is fully indemnified in respect of any liability he or 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 \$1,000,000 in respect of any liability he or 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 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 or her ability to drive the vehicle;
- (b) 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;
- (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 in clause 3 of this agreement;
- (e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- (f) The vehicle is willfully or recklessly damaged by the hirer or any other person named in clause 3 of this agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behavior of the hirer or any such person;
- (g) The vehicle is operated on any of the following roads:  
Ball Hut, Mt. Cook; Skippers Canyon Rd, Queenstown;; 90 Mile Beach, Northland; Coast Road to Russell, Northland; or any unsealed private roadway;
- (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.

The general effect of this provision is that an exclusion will not apply if the hirer proves on the balance of probability that the damage or loss was not caused or contributed to by the matters to which the exclusion refers.

The hirer acknowledges that he or she is aware of the above exclusions.

### **DEBT COLLECTION FEES**

Any fees accrued due to collection of unpaid charges relating to this hire are solely the responsibility of the hirer.

### **HIRER'S INSURANCE LIABILITY**

The hirer acknowledges that he or she shall be liable in respect of the first (amount specified in the schedule) for any damage or loss referred to in the insurance cover specified in this clause..

### **REJECTION OF INSURANCE**

(Only applies if the hirer chooses to reject the insurance cover in clause 10.)

11 The hirer accepts that the vehicle is hired to the hirer at the hirer's own risk in respect of loss of or damage to the vehicle and consequential loss by the owner. The hirer accepts that he or she may be liable to the owner for any loss of or damage to the vehicle and consequential loss.  
The hirer accepts that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

### **HIRER'S ADDITIONAL LIABILITY**

12 The hirer shall also be liable for any parking or traffic infringement and offences, toll road fees, impoundments, towage and storage fees and associated costs and will supply relevant details as required by the Police relating to any such parking or traffic infringement and offences, impoundments, towage and storage and advise the owner of same. An administration fee of no less than \$50 will apply to any breach of the above

The hirer acknowledges they shall be responsible for all costs relating to collection of any outstanding charges in relation to this agreement including any offences as above.

The hirer acknowledges and accepts that by signing this agreement and by providing a credit card for payment, all charges under this agreement (including any charges for damage traffic fines and/or insurance excess) may be charged to the nominated credit card or to any other credit card that may be provided.

### **OWNER'S OBLIGATIONS**

13 The owner shall supply the vehicle in a safe and roadworthy condition.

14 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 clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of hire is the responsibility of the hirer.

### **MECHANICAL REPAIRS AND ACCIDENTS**

15 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.

16 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.

17 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**

18 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 I of the Transport Services Licensing Act 1989.

19 The hirer shall not—

- (a) Sublet or hire the vehicle to any other person;
- (b) Permit the vehicle to be operated outside his or her authority;
- (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against any of sections 56, 57, and 58 of the Land Transport Act 1998
- (d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
- (e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, [the Land Transport Act 1998,] the Traffic Regulations 1976, or any other Act, regulations, rules, or bylaws relating to road traffic;
- (f) 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;
- (g) 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 the vehicle.

### **RETURN OF VEHICLE**

20 The hirer shall at or before the expiry of the term of hire, deliver the vehicle to The Owner at the location specified in the schedule or obtain the owner's consent to the continuation of hire. For any hire shorter than the specified return date any refund will be done at the discretion of the owner/operator and the hire may have its daily rate adjusted according to the amended length of hire

The hirer shall return the vehicle in the same clean and tidy condition at the expiry of the term of hire or a surcharge for cleaning may be imposed upon the hirer for such cleaning. No final acceptance of the condition of the vehicle can be made until a vehicle has been cleaned and inspected for any damage.

When a vehicle is left at any other place than the location specified overleaf then termination shall be when the vehicle inspection shall occur at the time of collection. The hirer will be responsible for the vehicle up until this time of termination, inspection and collection. A relocation fee will be applicable to any vehicle being left at any other agent or business address or any other place other than the location specified overleaf and all charges to reposition the vehicle to the agreed location shall be chargeable.

### **IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE**

21 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.