

Note to Hirer

The following words which reflect the intention of the Schedule 3 of the Operator Licensing Rule 2007 are intended to comprise the core of the rental agreement. The actual layout of the agreement is a separate matter.

The Owner/Operator must give you at least one copy of this agreement which must be kept in the vehicle throughout the term of the hire and produced on demand to an enforcement officer.

AGREEMENT TO HIRE A RENTAL VEHICLE

This document is an agreement between Autorent Ltd and its subsidiaries/associates and/or agents (herein called the "Operator") and the Hirer whose particulars are entered in this agreement (the "Hirer"). It is hereby agreed as follows:

Vehicle description and term of hire

1. The Operator will let and the Hirer will take the motor vehicle, details of which are set out in page 1 of this agreement (the "Vehicle"), for the term of hire as stated in this agreement. Refunds will not be offered for vehicles that are returned earlier than agreed.

Persons who may drive the vehicle

2. The vehicle may be driven during the term of the hire only by the persons named or described in this agreement and only if each person holds a current full driver's licence appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person's name and address.

Payments by hirer

3. The Hirer shall pay the Operator for the hire of the vehicle the sum or sums specified in this agreement.
4. In addition to the payment specified in clause 3 above, the Hirer acknowledges that he/she shall be liable to pay to the Operator at the end of the hire period any additional charges specified in this agreement. These may include charges for additional mileage travelled, fuel, RUC (Road User Charges), late return, excessive interior soiling, damage or repair up to the insurance excess amount (see sections 18 & 19-21 of this agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clause 27 of this agreement) and the administration costs relating to those fines and fees, and toll charges. The charges may be deducted from the Hirer's credit card, or by payment in any other agreed manner, during or after the term of hire is completed.

Use of the vehicle

5. The Hirer shall not:
 - a) Use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the Operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act")
 - b) Sublet or hire the vehicle to any other person without the Operator's permission to do so.
 - c) Allow the vehicle to be used outside his/her authority.
 - d) Allow the carriage of animals in the vehicle at any time.
 - e) Operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act.
 - f) Operate the vehicle or allow it to be operated in any race, speed test, rally or contest.
 - g) Operate the vehicle or allow it to be operated in breach of the Act, the Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic.
 - h) Operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser, for the vehicle.
 - i) Drive or allow the vehicle to be driven by any other person if at the time of driving the vehicle the driver does not hold a current unrestricted driver's licence appropriate for the vehicle.
 - j) Drive or allow the vehicle to be driven on any roads excluded in section 22 (h) of this agreement, or on any beach, driveway or surface likely to damage the vehicle.
 - k) Allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.

Operator's obligations

6. The Operator shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards, with a full tank of fuel.
7. The Operator shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire, except when by the terms in this agreement those costs are payable by the Hirer.
8. The Operator does not accept any liability for:
 - (a) Damage or loss of the Hirer's personal property;
 - (b) Property belonging to any person who is carried in or on the vehicle;
 - (c) In the event that the Hirer believes that their credit card issuer will cover the Hirer's liability or any other amount due under the terms of this agreement, the Hirer will pay the sum directly to the Operator and the Operator will provide an invoice for the sum paid. The Operator will not provide repair quotes, police reports, photographs or any other information to the Hirer or credit card issuer.

Note: The cost of petrol and other fuel/s used during the term of the hire are the responsibility of the Hirer.

Hirer's obligations

9. The Hirer shall ensure that:
 - a) All reasonable care is taken when driving and parking the vehicle.
 - b) The correct fuel type is used at all times when refueling the vehicle.
 - c) The coolant/water in the vehicle's radiator and battery are maintained at the proper level.
 - d) The oil in the vehicle is maintained at the proper level.
 - e) The tyres are maintained at their proper pressure.
 - f) The vehicle is locked and secure at all times when it is not in use.

- g) The distance recorder or speedometer is not interfered with.
- h) No part of the engine, transmission, braking or suspension systems are interfered with.
- i) Should a warning light be illuminated or the Hirer believes the vehicle requires mechanical attention; he/she stops driving and advises the Operator immediately.

Mechanical repairs and accidents

- 10. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of the cause, the Hirer shall notify the Operator of the full circumstances immediately.
- 11. The Hirer shall not undertake any repairs or salvage without the authority of the Operator, except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or other property.
- 12. The Hirer shall ensure that no person shall interfere with the distance recorder, speedometer or (except in an emergency) any part of the engine, transmission, braking or suspension of the vehicle.
- 13. In the event of mechanical failure, the Operator will not accept any responsibility for hotel or motel charges and that liability shall be limited to the refund of hire charges for total loss of vehicle use.
- 14. In the event of an accident, no refund of the unused hire days will be made (including Excess Reduction payments if applicable).
- 15. If the Hirer is involved in an accident the Operator shall not be responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location. If the vehicle requires repair or replacement, the decision to supply another vehicle to the Hirer is at the Operators sole discretion.
- 16. In the event that the Operator decides to offer the Hirer an alternative vehicle, the Operator reserves the right to make the vehicle available at the closest depot, not delivered to the accident location.
- 17. The Operator reserves the right to provide the replacement vehicle subject to an increased Hirer's liability and/or decline to offer Excess Reduction cover for the replacement vehicle.

Return of vehicle

- 18. The Hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the Operator or to the Operator's agent's place of business as shown on the front of this agreement, or obtain the Operator's consent to the continuation of hire. Furthermore, the hirer is advised that additional fees or charges may apply for;
 - a) Late or overdue returns will be charged in addition to the term of hire as stated in this agreement, after a grace period of one hour. If after this period the hirer has made no contact with the Operator, the Operator reserves the right to report the vehicle as stolen, and the hirer shall be liable for all costs incurred by the Operator.
 - b) Excessive uncleanliness; A fee of up to \$100.00 may be charged as a result of spillage, leakage, smoking, unpleasant odors, food waste, poisonous substances or excessive vehicle uncleanliness.
 - c) Refueling; returning the vehicle with a full tank of fuel is the responsibility of the Hirer. An administration fee of \$25.00 along with the cost of filling the vehicle will be charged to the Hirer's credit card.
 - d) Vehicle relocation; the Hirer must return the vehicle to the branch or agency location as stated in this agreement. A relocation fee of up to \$1000.00 may be charged if the vehicle is not returned to the agreed location.

Insurance

- 19. The Hirer is advised that motor vehicle insurance is included in the daily rate, subject to the excess conditions on page one of this agreement, but.
 - a) The Hirer can make their own insurance arrangements providing they are approved by the Operator.
 - b) If the Operator is not satisfied that the hirer's insurance is adequate, the Operator may decline to hire the vehicle.
- 20. If the Hirer elects to use the Operator's insurance, subject to the exclusions set out in clauses 22 & 25, the Hirer, and any driver named in this agreement as a person permitted to drive the vehicle, is fully indemnified in respect of any liability he or she might have to the operator in respect to the loss or damage if the vehicle, its accessories, spare parts, and any consequential loss of revenue or other expenses incurred by the Operator, including, but not limited to, towage and salvage costs associated with the recovery of the vehicle, its accessories, and spare parts. Furthermore, the Hirer, and any driver named in this agreement as a person permitted to drive the vehicle, is indemnified to the extent of \$1,000,000 in respect to any liability he or 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. (Note: There is no personal insurance cover for those travelling in the vehicle under this agreement)
- 21. The Hirer, and any driver named in this agreement as a person permitted to drive the vehicle shall be, subject to the insurance excess liability stated on page one of this agreement, and all conditions of, and exclusions to insurance contained in this agreement.

Insurance exclusions

- 22. The Hirer acknowledges that the cover referred to in clause 19 through 21 will not apply 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, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;
 - c) The vehicle is driven in any race, speed test, rally or contest;
 - d) The vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;
 - e) The vehicle is driven by an unlicensed person;
 - f) The vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority;
 - g) The driver is convicted of a traffic offence while driving the vehicle;
 - h) The vehicle is operated on any beach or off-road including Ninety Mile Beach, Te Paki Stream Bed, Skippers Canyon, Macetown, beyond Glenorchy, Raspberry Creek or roads north of Colville Township.
 - i) The vehicle was operated outside the terms of this agreement or any agreed extension of this agreement;
- 23. It is agreed between the Hirer and the Operator 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.

24. The Hirer agrees that if any loss or damage is caused to the vehicle in any of the circumstances in clauses 22 and 25, and the Hirer allows the circumstance to arise or could reasonably have been expected to prevent it from arising, the Hirer will be liable to the Operator for any loss or damage to the vehicle during the term of hire and any extensions to the term, however caused, and for any consequential loss or damage.

Not covered by vehicle insurance

25. The Hirer acknowledges that the following is not covered under insurance referred to in clause 19 through 21 of this agreement
- a) Extra's supplied with the vehicle including GPS systems, child seats, snow chains and/or roof racks or storage boxes.
 - b) Damage caused by the incorrect fitting of snow chains or insecure roof racks and/ or roof storage boxes.
 - c) The cost of keys which have been lost or broken or the cost of retrieval of keys which have been locked inside a vehicle
 - d) Tyres, wheel rims or damage to, or loss of wheel trims, headlamps or the cost of puncture repairs are the responsibility of the hirer.
 - e) Driving whilst a engine warning light is on may result in significant damage to the vehicle, the hirer will be responsible for any damage or repair cost incurred if vehicle warning indicators are not adhered to.
 - f) Vehicles are registered with the Automobile Association (AA) 24hr roadside assistance for mechanical breakdown assistance, however, call outs for non-mechanical related issues such as but not limited to; the vehicle running out of fuel, keys being lost or locked inside a vehicle, flat batteries as a result of the lights or keys being left on, breakdowns as a result of damage caused from an accident, shall be the responsibility of the hirer. All AA non-mechanical call outs will incur a fee which is payable directly to the roadside contractor by the hirer.
 - g) Any damage caused to the overhead or underbody of the vehicle, however caused.
 - h) All costs arising from the exclusions to Insurance are at the risk of the hirer who agrees to indemnify the owner fully for any such loss

Hirer uses his/her own insurance

26. If the Hirer elects to use his/her own insurance he/she accepts all liability for any loss or damage to the vehicle , its accessories and spare parts, and for any consequential damage , loss or costs incurred by the Operator as a result of the hirer hiring the vehicle, however that loss, damage or cost may have been caused.

Traffic offences

27. The Hirer is advised that section 9.5 (1) of the Land Transport Rule: Operator Licensing 2007 permits the operator to debit the hirer's credit card for any infringement fee where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment, or an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offence against Part 6 the Land Transport (Road User) Rule 2004. The Operator may also charge an administration fee of \$25.00 in addition to the traffic offence charge.
28. The Hirer is advised that should the operator decide to debit their credit card for an infringement fee, the Hirer has the right to:
- Receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator;
 - Challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;
 - Seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice);
- and
29. By signing this agreement, the Hirer acknowledges notification of the information in clauses 27 and 28.

Cancellation of hire agreement

30. The rental Operator may terminate this hire agreement 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 or unsafe. The termination of hire under the authority of this clause shall be without prejudice to the other rights of the Owner/Operator and the rights of the Hirer under this agreement or otherwise.