

AGREEMENT TO HIRE RENTAL VEHICLE

HIRER _____

HIRER'S FULL NAME & PERMANENT ADDRESS
.....
.....
.....
PHONE NO. DAY TIME:
EVENING:

HIRE PERIOD _____

DATE OF HIRE TIME AM / PM
LOCATION
DATE TO BE RETURNED TIME AM / PM
LOCATION
EXTENDED TO TIME AM / PM
REASON

VEHICLE _____

MAKE: MODEL: REGISTRATION:

DRIVER DETAILS _____

NAME DOB SIGNATURE
LICENCE NO. EXP. DATE ISSUED BY
NAME DOB SIGNATURE
LICENCE NO. EXP. DATE ISSUED BY
NAME DOB SIGNATURE
LICENCE NO. EXP. DATE ISSUED BY

HIRE CHARGES & INSURANCE _____

STANDARD INSURANCE COMPREHENSIVE INSURANCE BOND PAYABLE
HIRE CHARGES*: BASE DAILY RATE NO. OF DAYS HIRE FEE
DAILY INSURANCE EXCESS REDUCTION NO. OF DAYS EXCESS REDUCTION
DELIVERY FEE
OTHER CHARGES COLLECTION FEE
OTHER
*Daily rate includes GST, unlimited km's and all insurance charges. Excludes fuel. See Terms & Conditions for full details.
TOTAL FEE:
(Excluding Bond)

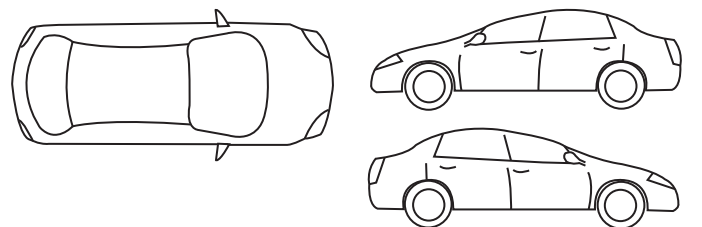
PAYMENT _____

CREDIT CARD ON ACCOUNT (if applicable)
MASTER CARD VISA EXP. DATE ACCOUNT HOLDER
CARD NAME
CARD NO.
SIGNATURE

Note: The Bond will be refunded within 5 days of returning the vehicle subject to there being no speeding fines, parking infringement notices, unpaid road tolls, vehicle damage or unpaid fuel costs. See Terms & Conditions for full details.

VEHICLE CONDITION _____

JACK SPARE TYRE TOOLS
COMMENT
.....
.....



Hirer's Transport Service License No. (If any)

(Note: Both parties must fill out a separate Certificate of Responsibility form if the hirer is going to use the vehicle in a transport service. A Transport Service is a Goods Service, Passenger Service or a Vehicle Recovery Service. An example of a Transport Service is the operation of a truck with a GVM of 6000 kilograms or more, the operation of a motor vehicle that is carrying Passengers for hire or reward)

THIS FORM IS THE PROPERTY OF THE RENTAL VEHICLE ASSOCIATION
NEW ZEALAND INC. AND IS FOR THE EXCLUSIVE USE OF ITS MEMBERS.
FOR FURTHER COPIES - MAIL: PO BOX 9336, WELLINGTON 6035
EMAIL: INFO@RENTALVEHICLE.CO.NZ
PHONE: (04) 499 7334 FAX: (04) 499 7353

RENTAL VEHICLE ASSOCIATION RENTAL AGREEMENT – TERMS & CONDITIONS - To be read in conjunction with other Freedom Mobility Ltd Terms & Conditions

This document is an agreement made between the rental service operator ("the operator") and the hirer whose particulars are recorded 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 described in this agreement.

Persons who may drive the vehicle

2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current 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. All amounts are in New Zealand dollars.
4. A rental bond is also required at the time the vehicle is uplifted (does not apply to account holders). The amount of the bond is equal to the excess on the insurance policy for the principal driver. This bond will be refunded within 5 days of the vehicle being returned subject to it being in the same condition as at the time the vehicle was picked up.
5. In addition to the payment specified in Section 3 above, the hirer acknowledges that s/he shall be liable at the end of the hire period to pay to the operator any applicable additional charges payable at the end of the term. These include charges for additional distance driven, fuel, failing to fill the vehicle with fuel, RUC, late return, damage to or repair of the vehicle (subject to the other terms of this agreement), cleaning excessively dirty cars, any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see sections 27 and 28) and the administration costs relating to those fines and fees, and toll charges. The operator will deduct such charges from the hirer's credit card during or after the term of hire is completed, or the hirer may pay such charges as agreed with the operator, such choice to be at the operator's sole discretion.
Note that in addition to the cost of the fuel, a \$20 fuel fill fee applies if a vehicle is returned less than full.

Use of the vehicle

6. 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;
c) allow the vehicle to be used outside his/her authority;
d) 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;
e) operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
f) operate the vehicle, or allow it to be operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
g) 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;
h) 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 driver's licence appropriate for the vehicle;
i) drive or allow the vehicle to be driven on any roads excluded in section 24 (h) of this agreement, or on any beach, driveway or surface likely to damage the vehicle; or
j) 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.
7. A strict NO SMOKING policy exists in all vehicles. Vehicles returned with the smell of smoke will incur a \$100 cleaning fee.
8. Animals are allowed in vehicles but a \$75 cleaning fee will be incurred at the end of the hire to remove hair and animal smells.

Hirer's obligations

9. The hirer shall ensure that :
a) all reasonable care is taken when driving and parking the vehicle;
b) the water in the vehicle's radiator and battery are maintained at the proper level;
c) the oil in the vehicle is maintained at the proper level;
d) the tyres are maintained at their proper pressure;
e) the vehicle is locked and secure at all times when it is not in use;
f) the distance recorder or speedometer are not interfered with;
g) no part of the engine, transmission, braking or suspension systems are interfered with;
h) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, s/he stops driving and advises the operator immediately.

Operator's obligations

10. The operator shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

Mechanical repairs and accidents

11. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the operator of the full circumstances immediately.
12. The hirer shall not arrange or undertake any repairs or salvage without the operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
13. If the vehicle requires repair or replacement due to mechanical failure the operator shall use best endeavours to provide a comparable replacement vehicle (at no additional charge), but the operator cannot guarantee such replacement. If the operator is unable to supply a replacement vehicle within a 48 hour period, the hirer may cancel the remainder of the hire period. Nothing in this clause shall allow the hirer to cancel the agreement in the event of a vehicle accident. Notwithstanding this, the operator will use all best endeavours to provide a replacement vehicle in the event of an accident.

AA Roadside Assistance and return of vehicle

14. All vehicles are covered by a free emergency roadside breakdown service which covers mechanical breakdowns. Details are provided in the vehicles. Non-mechanical issues (eg ran out of fuel, locked keys in car) are NOT provided free, although the AA will attend for a fee. This fee is payable by the hirer at the time of the incident.
15. 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. Extensions to the hire period can only be made with the express authorisation of the operator and are subject to availability. If available, we will always try to accommodate your request. Failure to obtain authorisation will incur a daily penalty of \$100 plus any charges that may be applicable in relation to lost revenue from any affected hires.
16. Changes to the drop-off location are only allowable with the express permission of the operator and may incur relocation costs.
17. There will be no refund for late pickup or early return of the vehicle.
18. If a vehicle is returned in an excessively dirty condition the hirer will be liable for the cost of cleaning or repair of the vehicle.

Liability

19. The hirer is liable for:
a) any loss of, or damage to, the vehicle and its accessories;
b) any consequential damage, loss or costs incurred by the operator, including the salvage costs, loss of ability to re-hire and loss of revenue; and
c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

The hirer's liability is covered by the operator's insurance in clause 20 up to the value of \$NZ150,000 in respect of paragraph a) and b), and \$NZ10 Million in respect of paragraph c).

Insurance

20. The hirer is advised that motor vehicle insurance must be offered by the operator, but the hirer can make his/her own insurance arrangements, provided they are approved by the operator. If the operator is not satisfied that the hirer's insurance is comparable to the operator's, the operator may decline to hire the vehicle.

21. If the hirer elects to use the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 24 and the excess payable by the hirer as set out in clause 23, covered against the losses set out in clause 19. This clause does not apply if the hirer rejects the operator's insurance.
22. The insurance premium is \$NZ25 per day which is included in the hire charge.
23. Insurance excesses are as shown below:

DRIVER AGE	STANDARD INSURANCE		COMPREHENSIVE INSURANCE	
	Vehicle	Windscreen / lights	Vehicle	Windscreen / lights
Drivers 25 yrs & over	\$NZ 2,500	\$NZ 100	\$NZ 250	\$NZ NIL
Drivers 21 - 25 yrs	\$NZ 3,000	\$NZ 100	\$NZ 500	\$NZ NIL
Drivers under 21 yrs	\$NZ 3,500	\$NZ 100	\$NZ 750	\$NZ NIL

- a) Excesses shown are for each accident, NOT each rental
- b) In the event of a fire, theft or vehicle conversion (or attempted conversion), the excess is \$NZ600 (all age groups) for STANDARD INSURANCE and NIL for COMPREHENSIVE insurance.

Insurance exclusions

24. The hirer acknowledges that the cover referred to in clause 21 will not apply at any time when:
a) the driver of the vehicle is under the influence of alcohol or any drug;
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 wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
g) the driver commits a traffic offence while driving the vehicle;
h) the vehicle was being driven on any of the following roads: None applicable; or
i) the vehicle was operated beyond the term of this agreement or any agreed extension of the term.
25. 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 clauses 20 to 24 constitute a contract of insurance.

Hirer uses his/her own insurance

26. If the hirer elects to use his/her own insurance s/he accepts all liability for all losses, costs and damages set out in clause 19(a) to (c), and agrees that clause 23 does not apply to such losses, costs and damages.

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 for an offence where the offence was committed during the period of hire and:
a) 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
b) 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 of the Land Transport (Road User) Rule 2004. The operator may also charge an administration fee of \$NZ25 in addition to the infringement fee.
28. The operator will send the hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and 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).

Cancellation of Hire Agreement

29. The rental service operator may cancel the hire agreement if the hirer is found to be in breach of any conditions of the agreement or if the hirer's payment is rejected by the operator's bank. The hirer may cancel the remainder of the agreement in accordance with clause 13.
30. If the agreement is cancelled by either party, the hirer must immediately return the vehicle and keys to the return location. If the vehicle cannot be returned due to mechanical breakdown, the hirer must make arrangements with the operator regarding the security of the vehicle and the return of the keys.

Exchange rate variations

31. All credit card transactions are made in New Zealand dollars. Exchange rate fluctuations may cause variations between the amount initially paid and the amount subsequently refunded. Freedom Mobility does not accept any liability for such variations.

HIRER'S LIABILITY – see Clauses 19 and 23

The hirer acknowledges that in using the operator's insurance, he/she is liable to pay the excess amounts referred to in clause 23 in respect of the damage, loss or costs referred to in clause 19.

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

INSURANCE EXCLUSIONS - see Clause 24

The hirer acknowledges that he/she is aware of the exclusions set out in clause 24

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

REJECTION OF INSURANCE – See Clause 26

(Only complete this section if the hirer is arranging his/her own insurance)
If the hirer rejects the insurance cover offered by the operator, the hirer accepts that the vehicle is hired to him/her at his/her own risk and that he/she is liable for losses, costs and damages as set out in clause 26.

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

LIABILITY FOR INFRINGEMENT FEES – see Clauses 27 and 28

The hirer acknowledges his/her liability under clause 27 and rights under clause 28.

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

NOTE – THE 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.