

## TERMS AND CONDITIONS OF AGREEMENT TO HIRE RENTAL VEHICLE

An agreement made between the owner and the hirer whose particulars are entered on the Rental Agreement. It is hereby as follows:

### VEHICLE DESCRIPTION

1. The owner will let and the hirer will hire the motor vehicle described in the Rental Agreement, hereinafter referred to as "the vehicle".

### DURATION OF HIRE

2. The term of hire shall be for the period as described in the Rental Agreement.

### PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the hirer and persons named on the Rental Agreement and only if they hold a current full 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 of hire referred to in the Rental Agreement. The minimum rental charge is 24 hours. Each hour thereafter is charged at one-third (1/3) of the daily rate, up to three hours, which shall constitute a full days charge. If the hirer is under 25 years of age, they may incur a surcharge.

5. In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the sums as specified in the Rental Agreement for each day or part of a day for the insurance cover set out in clause 10 of this agreement.

6. In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner on termination of the hiring a distance charge at the rate referred to on the Rental Agreement.

7. The hirer shall pay for all petrol or other fuel (but no oil) used in the vehicle during the period of hire.

### HIRER'S OBLIGATIONS

8. The hirer shall 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.

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

10. Subject to the exclusions 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 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 are indemnified to the extent of \$5,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any 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 a body corporate or department of State and the driver is disqualified from holding or has never

held a driver's licence appropriate for that vehicle;

(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 wilfully or recklessly damaged by the hirer or any other person named under clause 3 of this form, or 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;

(g) The vehicle is operated on any of the following roads; Tasman Valley Road, Mt Cook; Skipper's Canyon, Queenstown; Ninety Mile Beach, Northland; or any unformed roads, including beaches, i.e. roads other than tarseal and metal.

(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 eleven (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. In general this provision means that an exclusion will not apply if the hirer proves on the balance of probability that the damage or loss was not caused or contribute to by the matters referred to under the exclusion clause. The hirer acknowledges by signing the Rental Agreement that the hirer is aware of the above exclusions.

### **HIRER'S LIABILITY**

The hirer acknowledges that he or she shall be liable for damages or loss to the extent indicated under the heading "Hirer's Liability" on the Rental Agreement. This does not apply to damage or loss resulting from fire or from the theft of conversion or attempted theft of the vehicle.

### **REJECTION OF INSURANCE**

11. If insurance is rejected, the hirer accepts by signing the front of the enclosed Rental Agreement that the vehicle is hired at the hirer's own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts by signing the Rental Agreement that he or she may be liable to the owner for damage to or loss of the vehicle and consequential loss. If insurance is rejected the hirer accepts by signing the Rental Agreement 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.

### **OWNER'S OBLIGATIONS**

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

13. The owner shall be responsible for all ordinary and extraordinary cost of running the vehicle during the term of the 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 the hire is the responsibility of the hirer.

### **MECHANICAL REPAIRS AND ACCIDENTS**

14. Roadside assistance is available for all mechanical problems that relate to the vehicle specified in the rental agreement. A call out fee for non-mechanical problems caused by the driver or passengers may be charged to the renter at the discretion of Budget Rent a Car.

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 possible.

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 1 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 (which relate to driving under the influence of drink or drugs);
- (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 his or her driving the vehicle, the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.

### **RETURN OF THE VEHICLE**

20. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the address from which the vehicle was hired or to such place of business of the owner or the owner's agent as may be agreed upon, or obtain the owner's consent to the continuation of hire.

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

21. The owner shall have right to terminate the hire 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.

### **PARKING AND SPEEDING INFRINGEMENTS**

22. All penalties relating to parking and/or traffic offences are the responsibility of the renter. An administration fee will be applied to process these infringements. These are: Speeding \$25 incl GST and Parking \$15 incl GST.

### **PERSONAL ACCIDENT INSURANCE**

If the hirer wishes to purchase PAI, a copy of the current insurance policy is available for inspection at the Budget location. The hirer acknowledges that the following is only a brief summary of the principal terms of PAI applicable at the date of the Master Rental Agreement:

PAI insurance is only available to those between the ages of 21 and 70. The policy provides you (the renter or the authorised driver) with the following cover, subject to the policy underwriter's terms and conditions:

- A lump sum payment in the event of accidental death
- A lump sum payment in the event of the loss of one or more limbs or eyes
- A weekly compensation payment in the event of disablement, for a period not exceeding 52 weeks from the time of the event
- Reimbursement of medical expenses

(Certain exclusions may apply. Details of these can be obtained from any Budget location.)

### **PRIVACY ACT**

The information requested from you is to enable this company to assess your request to hire a vehicle from us, and in order to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if you do not, we are unable to hire a vehicle to you. The renter acknowledges that the owner will collect, hold and use the renter's personal information for purposes related to the hire of the vehicle and the provision

of related customer services, including direct marketing and assessing customer satisfaction with products and services of Budget. The renter further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the renter defaults in the payment of any monies owing to the owner and the renter hereby authorises the disclosure of its personal information for such purpose.