AGREEMENT TO HIRE RENTAL VEHICLE

This comprises an agreement made between the owner, OnRoad Rentals Limited (0800 RENTME) and the hirer whose particulars are entered in this agreement overleaf. It is hereby agreed as follows:-

VEHICLE DESCRIPTION AND TERM OF HIRE

1. The owner will let and the hirer will take the motor vehicle, details of which are set out on the front of this agreement (the vehicle) for the term of hire as described in this agreement.

PERSONS WHO MAY DRIVE VEHICLE

2. The vehicle may be driven during the period of hire only by (i) the person or persons described on the front of this agreement and (ii) such other person(s) as may be agreed by the owner at the time of hire or subsequently, and in each case only if each such person holds a current driver's license (particulars of which are to be given to the owner at the time of hire, whether on the front of this agreement or otherwise or at the time the owner agrees to that person being a driver) appropriate for the vehicle at the time they are driving the vehicle.

HIRERS OBLIGATIONS

3. 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. only the correct fuel type specified for the vehicle will be used;
   d. the tyres on the vehicle are maintained at their proper pressure;
   e. all reasonable care is taken in handling and parking the vehicle and that it is left secured when not in use;
   f. the distance recorder and speedometer are not interfered with;
   g. no part of the engine, transmission, braking or suspension is tampered with
   h. should a warning light be illustrated or the hirer believes the vehicle requires mechanical attention, he/she stops driving it and advises the owner immediately
   i. every driver of the vehicle carries his or her driver's license in the vehicles at all times and will produce it on demand to any police, traffic or another enforcement officer;
   j. every driver is aware of and complies with the terms of this agreement;
   k. no driver or passenger smokes in the vehicle
   l. any accessories (such as, but not limited to, ski racks and snow chains) are fitted correctly so as not to cause damage to the vehicle or any person or property;
   m. children are appropriately restrained in the vehicle.

COLLISION DAMAGE COVER

4. The owner is obliged to offer to arrange Collision Damage Cover for the benefit of the hirer, and the following provisions shall apply:
   a. The hirer may decline that offer and make their own cover or arrangements, but these must be approved by the owner. If the owner is not satisfied that the hirers cover is comparable to the cover arrangements under the policy made by the owner to be taken out with an unrelated third party cover provider (the policy) then the owner may decline to hire the vehicle to the hirer.
   b. If the hirer elects to take advantage of the policy, then the hirer and any names in this agreement as a person permitted to drive the vehicle will be covered against any losses and damage described l paragraph (e) below and to the exclusions set out in clause 5.
   c. If the hirer elects not to take advantage of the policy then subject to paragraph (b) above, the hirer is liable for each of the following:
      I. Any loss of, or damage to, the vehicle and its accessories including but not limited to, any snow chains, roof racks, tow bars or other accessories installed or contained in the vehicle;
      II. Any loss of, or damage to, vehicles and other property of third parties and any loss or damage arising from person injury; and
      III. All consequential or indirect damage, loss or costs incurred by the owner, which shall include, but not limited to, salvage costs, cost of retrieving the vehicle and the loss of ability to rehire the vehicle and any loss of revenue, in each case arising out of any act or omission occurring during the hire term.
   d. Where the hirer accepts the policy then the hirer Is covered by the policy up to $150,000 in aggregate in relation to subparagraphs (i) and (ii) in paragraph 4(c), and up to $1,000,000 in aggregate in respect of any one loss under paragraph (ii) of paragraph 4(c), but subject always to paragraph (b) above.
   e. If the hirer elects to take advantage of the policy, then the excess/deductible payable by the hirer is as specified on the front of this agreement and is payable for each and every incident involving the vehicle. If, however the damage giving rise to the claim under the policy is excluded under clause 5 below then the excess/deductible will be considered part payment toward the total damage costs payable by the hirer and any additional costs will be charged to the hirer pursuant to clause 19 below.
   f. The hirer acknowledges that the exclusions to any Collision Damage Cover referred to in clause 5 below apply irrespective of whether or not the hirer has elected to have a reduction in the excess/deductible for the policy as specified by the hirer initiating its accepted of and Collision Damage Cover on the front of this agreement.

EXCLUSIONS

5. The Collision Damage Cover under the policy shall not apply where damage, injury or loss:
   a. Arises when the driver of the vehicle is under the influence of any alcohol or drug;
   b. Arises when the vehicle is in as 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 should have been aware of the unsafe or unroadworthy condition of the vehicle;
   c. Arises when a breakdown or breakage occurs due to a mechanical, electrical or electronic failure or breakdown including any damage to the engine or transmission system which results directly from a mechanical, electric or electronic failure, breakdown or breakage, in each case which is a result of the improper or unauthorised use of the vehicle;
   d. Arises when an accessory is incorrectly fitted to the vehicle and causes damage to the vehicle, or the vehicle is loaded, or is in the course of being loaded, to a degree which is in excess of the manufacturers specifications, or when the vehicle is being loaded or unloaded outside the boundary limits of a road or other thoroughfare and the loading or unloading is done by someone else other than the driver or person authorised by the hirer;
   e. Arises when the weight of the vehicle or its load causes damage to any bridge, road or viaduct, or anything beneath the road including any underground pipeline, cable or other installation;
   f. Arises when there is overhead damage to the vehicle or to property of any third party resulting from overhead damage;
   g. Consists of damage consisting of any puncture, cut or bursting or any tyre, or from damage to any tyre caused by the application of the vehicles brakes;
   h. Arises when the vehicle is operated in any race, speed test, trial, rally or contest;
   i. Arises when the hirer is not a body corporate or department of state and the vehicle is driven by any person not permitted by clause 2;
   j. Arises when the vehicle is wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirers authority or control;
   k. Consists of wear and tear to the vehicle in the ordinary cause;
   l. Arises when the driver commits a traffic offense while driving the vehicle (and for the avoidance of doubt any penalty or find imposed as a result of the prosecution for breach of any law shall not be covered by the policy);
   m. Arises when the vehicle is operated outside the term of hire or any agreed extension of that term (or in any other circumstances notified by the owner to the hirer); or
   n. Arises when the vehicle is operated on Skippers Canyon Road, Queenstown, Tasman Valley Road, Mt Cook National Park or Ninety-Mile Beach, Northland, Waikaremoana Road, Crown Range Road, and others as directed on the day, or on any unsealed road including any beach.
   o. Where the hirer or driver has caused damage or injury by driving on the incorrect side of the road.
   p. The vehicle is driven by any person who at the time when he drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
6. Section 11 of the Insurance Law Reform Act 1977 shall apply to clause 4 and 5 as if this agreement were a contract of Insurance.

OWNERS OBLIGATIONS

7. The owner shall supply the vehicle in a safe and roadworthy condition up to current Certificate of Fitness standards.
8. The owner shall be responsible for all ordinary and extraordinary costs 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 1: By virtue of clause 3(b) 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.
   NOTE 2: Goods being transported are the hirer's responsibility and the owner has no obligation regarding any loss or damage caused by an unsecure load, water damage or theft.

MECHANICAL REPAIRS AND ACCIDENTS

9. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner or the full circumstances immediately. All vehicle accidents **must** be reported to the owner immediately and an Accident Report Form **must** be completed on return of your vehicle. You must also report to Police a vehicle accident in any of the following circumstances; a person is injured, the other party fails to stop or exchange details, a vehicle is towed away or a driver appears to be under the influence of alcohol/drugs.
   For safety, please move your vehicle out of the path of other traffic as quickly as possible and record the following details about the accident; date of accident, time, location and what happened.
   Please record these details about the other vehicle involved; vehicle registration number, make & model, driver's name, driver's address, driver's email address, driver's date of birth, home phone, work phone, mobile, driver's license number, expiry date, insurance company.
10. The hirer shall not arrange or undertake any repairs or salvage without the owners authority except to the extent that the repairs or salvage or necessary to prevent further damage to the vehicle or to other property. This extends to purchasing any replacement tyre without the approval of the owner.
11. The owner has arranged 24-hour roadside assistance should there be a need for it due to repair or accident. The costs of the provider of that assistance are payable by the hirer directly to that provider, and these include call-outs relating to refuelling, jump starting, tyre related incidents, lost keys and keys locked in the vehicle. Where assistance is required in respect of an inherent mechanical, electrical or electronic fault in the vehicle (as determined by the owner or its authorised agent) then the cost of the assistance will be borne by the owner.
12. If for any reason the vehicle requires repair or replacement then the decision as to whether or not another vehicle should be supplied to the hirer at the owners sole discretion,

USE OF THE VEHICLE

13. The hirer shall not:
   a. Use or permit the vehicle to be used for the carriage of passengers for hire or reward unless the vehicle is hired with the owners knowledge for use in a passenger service licensed under part 4A of the Land Transport Act 1988 (the Act);
   b. Sublet or hire the vehicle to any other person;
   c. Permit the vehicle to be operated outside their authority;
   d. Operate the vehicle, or allow it to be operated, in circumstances that constitute an offense against section 56, 57 or 58 if the Act (which relate to driving under the influence of drugs or alcohol) or under any other act or regulation or allow the vehicle to be used in connection with any illegal activity;
   e. Operate the vehicle or permit it to be operated in any race, speed test, trial, rally or contest;
   f. Operate the vehicle or permit it to be operated in breach of the Act, the Land Transport (Road User) Rule 2004, or any other act regulations, ruled or bylaws to road traffic;
   g. Operate the vehicle or allow it to be operated for the transport of more that the number of passengers or more than the weight if goods specified in the certificate of loading for the vehicle and/or RUC certificate, whichever is lesser for the vehicle;
   h. Drive or allow the vehicle to be driven on any roads excluded in clause 5(n) of this agreement, or on any beach, driveway or other surface likely to damage the vehicle;
   i. Operate the vehicle or allow it to be operated to tow or push any other vehicle;
   j. Allow any animal to be in the vehicle apart from guide dogs for visually impaired people;
   k. Carry any hazardous or dangerous goods in or on the vehicle
14. Without limiting the obligations of the hirer under this agreement, the hirer will be liable to compensate the owner for all costs and losses suffered as a result of wrong fuel type bring used in a vehicle (including petrol being put into a diesel vehicle, and vice versa) while it is on hire to the hirer.

RETURN OF VEHICLE

15. The hirer shall, at or before the expiry of term of hire, deliver the vehicle to the owner or its agent or the location specified on the front of this agreement and if it wishes to extend the period of hire it shall seek the owners consent to the continuation of hire (in which case the hirer will pay additional rental charges for any agreed extension of the hire). If the hirer does not comply with this clause the hirer may be liable for charges for the late return of the vehicle or for returning it to a location other than the agreed one.
16. Hirers are obliged to keep the keys to the vehicle with them at all times during the term of the hire of the vehicle and to return them with the vehicle at the location referred to in clause 15 above at the expiry of the term of hire. A failure to return the keys at that time with the vehicle means that the vehicle has not be validly returned to the owner, and as a result the hirer may be liable for costs and losses associated with the failure to return keys at the specified location at the scheduled expiry of the term of hire (including where keys are lost or damaged during the term of hire). These costs and losses may include loss of income to the owner while it is not able to rehire the vehicle. The hirer shall pay for lost keys (including any applicable handling, freight or mileage) to regain access to the vehicle. Lost keys are likely to be at least $450.00 plus GST as keys have an electronically chipped fob.
17. The hirer shall remove all personal belongings from the vehicle prior to returning the vehicle. The owner is not responsible for any items that are left in the vehicle upon return. When a valuable item is left in the returned vehicle, the owner will attempt to contact the hirer, and any costs of return of the item or for its storage will be borne by the hirer. Where the hirer cannot be satisfactorily located within one of month and in the case of items of little value, the owner shall be entitled to dispose of such items as it sees fit and should be sold then the net proceeds of the sale will be paid to a charity selected by the owner.

IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

18. The owner shall have the 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 in a manner or an extent which the owner considers material, or of the vehicle is involved in an accident or damaged. The terminal of the hire under the authority of this clause shall be prejudice to the other right of the owner and the right and obligations of the hirer under this agreement or otherwise.

PAYMENTS BY HIRER

19. The hirer agrees to pay on demand all of the following charges (whether or not charges are detailed on the front of this agreement): as payment for the hire of the vehicle all charges at the rates detailed on the front of this agreement for each 24-hour period (or part thereof) commencing from vehicle check-out time as specified in this agreement;
   a. Charges for the late return of the vehicle;
   b. Charges resulting from the loss of or damage to the keys to the vehicle with a charge of at least $450.00;
   c. The sum specified for the Collision Damage Cover and any other item detailed on the front of this agreement;
   d. The cost of all fuel (but not oil) used in the vehicle during the period of the hire and If the vehicle is not returned full of fuel, a refuelling fee of at least $30.00 will apply in addition to the cost of fuelling the vehicle back to the full position;
   e. Where the hirer breaches any of their obligations under this agreement (without limiting any other right the owner has) such sun as is necessary to compensate the owner for loss or damage determined by the owner acting reasonably;
   f. Any charges for cleaning the vehicle interior where the vehicle is returned in a condition that the owner considers excessively dirty requiring extra cleaning or deodorising. This includes stains, spillage of fluids, food or vomit, and extends to odours including tobacco smoke with a charge of at least $250.00 plus gst;
   g. All fees and penalties for traffic and parking offense infringements and unpaid toll charges with an additional administration fee of at least $30.00;
   h. Any charges relating to puncture repairs or replacement tyres;
   i. Any charges relating to the repair or replacement of any window of the vehicle including the front windscreen;
   j. Any damage or other administration fees and charges as specified on the front of this agreement;
   k. All applicable goods and services tax (GST) and any other government taxes or duties that may apply;
   l. Where the hirer makes credit card or debit card payments, a surcharge of such amount (+ GST) of the purchase amount as specified by the owner at the time of the hire;
   m. The sum to cover any damage incurred to or by the vehicle during the period of the hire (to the maximum value of any applicable Collision Damage Cover excess/deductible where the hirer has taken advantage of the policy) regardless of whether the damage was reported to the owner upon or before vehicle return. Final charges will be determined after a final inspection by the owners representative which will be made as soon as practicable after return to, or recovery by, the owner of the vehicle.
   n. A $75.00 Claim administration fee for all damage to the vehicle regardless of Collision Damage Cover taken;
   o. If the vehicle is damaged or involved in an accident, the hirer agrees to pay rental charges at the current utilisation rate for the time the vehicle is off the road, or until such time as repairs have been completed.

TRAFIC OFFENSES

20. Under section 9.5(1) of the Land Transport Rule: Operator Licensing 2007 the owner is entitled to debit the hirers credit card or charge their account for any infringement fee for an offense where the offence was committed during the period of hire and:
   a. Was a speeding offence, toll offence or an offense in respect of failure to comply with the directions given by a traffic signal, in each case where that offense was detected by approved vehicle surveillance equipment;
   b. Was an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offense against Part 6 of the Land Transport (Road User) Rule 2004.
   c. Was an offense under section 20(1) of the Freedom Camping Act 2011 involving the use of the vehicle.
21. The owner is authorised by the hirer to make payment of the infringement fee to the enforcement authority once it is satisfied that it has received payment from or on behalf of the hirer as a result of charging the fee to the hirers credit card or their account.
22. The owner may also charge an administration fee in additional to the infringement fee. The administration fee will not exceed the amount specified on the front of this agreement.
23. The owner will also send the hirer a copy of the infringement notice and any reminder notice as soon as practicable. The hirer has a right to challenge, complain about, query or object to the alleged offense to the issuing enforcement authority ad seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of use of the reminder notice).
24. Generally, the owner will contact the relevant enforcement agency and will request that all dealings and actions relating to the infringement be dealt with directly by the enforcement agency with the hirer rather than with the owner. All hirers are taken to have consented to thrifty providing all such information (including personal information relating to drivers) to relevant enforcement authorities.

PAYMENT OF CHARGES

25. The hirer hereby irrevocably and unconditionally authorises the owner to charge their credit card and/or charge to their account (as nominated respectively under "payment information" in the secure credit card vault of the owners system or in the credit card authority) all charges and other sums payable by the hirer under this agreement
26. If the hirer fails to make full payment of any charge due to the owner, the hirer shall pay to the owner:
   a. If required by the owner, interest on all outstanding charges at a rate of 12% per annum (or such rate as the owner may specify) but only if the sum remains unpaid for at least 14 days. Payment received will be credited firstly against any accrued but unpaid interest;
   b. The owners cost of recovering or attempting to recover from the hirer outstanding charges, including any agents costs, and legal costs of a full indemnity basis;
   c. An administration fee of $75.00 to cover the owners' costs in dealing with the non-payment or late payment.
27. Hirers are entitles to query any charging or debiting by the owner of any sum to the hirers credit card or accounts pursuant to the terms of this agreement, and the owner shall treat any such query in good faith with a view to resolve any misunderstandings amicably and promptly.

PRIVACY

28. Any personal information sought from the hirer by the owner is to enable the owner to assess the request to hire a vehicle. The hirer need not supply that information but if they do not, then the owner will be unable to hire the vehicle to the hirer. The hirer acknowledges that the owner will collect, hold and use all personal information relating to the hirer or its nominated drivers for purposes relating to the hire of the vehicle and the provision of related services, which may include direct marketing and the assessment of customer satisfaction with products and services provided by the owner. The owner may disclose all such information to debt collection agencies if the hirer defaults in the payment of any moneys due under this agreement, and may disclose the information to other parties where there has been an accident involving the vehicle during the period of hire. Those parties may be involved in the accident but may also include other rental companies where relevant. Information may also be disclosed to enforcement agencies or other organisations responsible for handling traffic or parking related infringements. Personal information may also be disclosed to operators of petrol stations where fuel for the vehicle is unpaid or alleged to be unpaid, or to paring companies or agencies in relation to parking fees and charges which are unpaid or alleged to be unpaid, and in any event will be provided to police on request for any reason, The hirer consents to all such disclosures.

HIRERS LIABILITY

29. The hirer acknowledges that they shall be liable in respect of the first $3500.00 of damage or loss referred to in the Collision Damage Cover specified in this clause. This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle. The full $3500 excess/deductible will apply to single vehicle accidents i.e. an accident with no other vehicle involved.
30. The full $3500 excess/deductible will apply to any roof damage irrespective of any of whether any Collision Damage Reduction has been taken out by the hirer.
31. If the hirer elects to take out their own Cover, a fully copy of their policy must be sent to the owner before commencement of the hire.
32. The hirer accepts and agrees to be bound by and understands the terms and conditions of this rental agreement. The hirer accepts to pay all amounts due under this rental agreement and where the hirer elects to pay by credit card, all delayed and amended charges may be charged to this card and the hirers signature will be considered to have been made on the applicable credit card voucher. The hirer undertakes that he or she shall not instruct their credit card company to reverse any transaction made by the owner.