

# Rental Vehicle Rental Agreement

## You agree to the following terms:

### General policy information

- 1) Only the people listed on page 1 of this agreement will drive the vehicle.
- 2) Everyone driving the vehicle must have a valid full NZ or overseas driving licence (translated into English if necessary) that is required for the class of vehicle.

### Disputes

- 3) If you believe you have been incorrectly charged or you have any other complaint about your experience, you must inform us in writing within 20 working days.
- 4) We will aim to resolve all complaints amicably and in good faith and try to settle all disputes within 7 days. If the complaint cannot be resolved within 7 days, you will be advised of the likely timeframe to resolve and we will aim to give you weekly updates.
- 5) If you are unhappy with the outcome, you have the right to engage external dispute resolution options.

### Your obligations

#### Payment

- 6) You will pay the amount specified on page 1 of this agreement to the operator.
- 7) You may also be liable for any relevant additional charges for:
  - a) Additional distance driven;
  - b) Fuel;
  - c) Returning the vehicle later than the agreed time;
  - d) Damage to or repair of the vehicle, and enforcement charges relating to this;
  - e) Traffic fines, infringement fees, and any administration cost we have to pay in relation to this, or
- 8) At the start of the hire you must give us your credit card details. We may put a hold on your credit card up to the total value of the hire. If any loss occurs, we will charge the loss based on the actual costs to your credit card.

#### How to use the vehicle

- 9) You must never:
  - a) Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");
  - b) Sublet or hire the vehicle to anyone else;
  - c) Allow the vehicle to be used outside of our authority;
  - d) Drive or let anyone else drive the vehicle in breach of sections 56, 57, 57AA, 57A or 58 of the Act;
  - e) Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;
  - f) Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;
  - g) Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and/or RUC certificate (whichever sets less); or
  - h) Drive the vehicle or let anyone else drive the vehicle on any road, track, trail, beach, driveway, or surface likely to damage to vehicle.
- 10) It is your responsibility to ensure that:
  - a) You take reasonable care when driving and parking the vehicle;
  - b) You maintain the water in the vehicle's radiator and battery at the proper level;
  - c) You maintain the oil in the vehicle at the proper level;
  - d) You maintain the tyres at the proper pressure;
  - e) The vehicle is secure and locked whenever it is not being used;
  - f) Nobody interferes with the distance recorder or speedometer;
  - g) Nobody interferes with any part of the engine, transmission, braking or suspension systems;
  - h) If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and
  - i) You keep a copy of this agreement in your possession during the hire.
- 11) Flat or punctured tyres are your responsibility and cost.

#### Accidents

- 12) Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once. You must not arrange or carry out any repairs or salvage without our approval unless this is necessary for personal safety or to prevent further damage to the vehicle or other property.

#### Returning the vehicle

- 13) You must return the vehicle to the address set out on page 1 of this agreement at or before the end of the hire period.

#### Our responsibilities

- 14) We will make sure the vehicle is in a safe and road worthy condition and displays a valid and current Certificate of Fitness and vehicle registration.
- 15) If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.

#### Cancelling this agreement

- 16) If you cancel this agreement the following cancellation fees apply:
  - a) 30 days before the hire starts - Cancellation Fee: Bank fees & administrative expenses
  - b) Within 30 days of the hire start - Cancellation Fee: 20% of the booking
  - c) Within 24 hours of the hire start - No refunds
  - d) Once Hire has begun - No refunds if returning the bike early
- 17) If the vehicle you booked is unavailable, we will upgrade you to the next best option. If no upgrade is available, we will still give you a vehicle and refund you the difference in value or give you the option to cancel. If no vehicle is available at all, we will try to find a replacement vehicle from another rental vehicle operator.
- 18) Dangerous driving  
If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:
  - a) Cancel this agreement at once by giving you either verbal or written notice, and
  - b) Elect to discuss circumstances of your cancellation with other rental companies to promote safe driving in New Zealand.
  - c) If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of this agreement as soon as possible.
- 19) We may cancel this agreement if you breach any of the obligations or conditions outlined in this agreement. If so, No refund will be given.

#### Privacy

- 20) We will collect, hold and use your personal information only for purposes related to the hire of the vehicle. We will only disclose personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle, or where legally required.
- 21) You retain rights of access to, and correction of, your personal information.

#### Liability

- 22) You are liable for any:
  - a) Loss or damage to the vehicle and its accessories (excluding fair wear and tear),
  - b) Consequential loss, damage or costs we have to pay, including salvage costs, and
  - c) Loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle.

#### Insurance

- 23) Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.
- 24) Please note that **we** are not providing insurance services to **you**. We are only managing the insurance provided under the Policy. We reserve the right to decide whether to claim under the Policy. If the vehicle is damaged, you must contact us at once and only deal with us.
- 25) Who is covered  
Everyone named on page 1 of this agreement is covered against any accidental loss.
- 26) You will not be covered for any loss referred to if:
  - a) You or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol.
  - b) The vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this;
  - c) You or anyone else drives the vehicle in any race, speed test, hill climbing or contest;
  - d) Anyone drives the vehicle who is not named on page 1 of this agreement, or does not have a valid and full drivers' licence;
  - e) You or anyone else driving the vehicle causes any loss or damage by committing any intentional or reckless act or omission, including a reckless or intentional serious traffic offence;
- 27) The insurance cover will be invalidated if the loss was caused or contributed to by any of the circumstances listed in clause 29.
- 28) If the bike has had damage while on this hire, the bond/insurance excess will not be released until the bike/damage has been assessed and priced. We will endeavour to do this within two working days.

#### Infringement offences

- 29) You will be liable for the following infringement offences committed during the hire:
  - a) A speeding offence,
  - b) A tail offence, or
  - c) An offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment
  - d) An offence for parking on a road that breaches any bylaw or road controlling authority,
  - e) An offence against Part 6 of the Land Transport (Road User) Rule 2004,
  - f) An offence under section 20(1) of the Freedom Camping Act 2001.
- 30) If you commit an infringement offence, you must pay any infringement fee and costs due.
- 31) We may elect to transfer liability for any infringement offence from us as the registered owner of the vehicle to you as the driver. If so, we will pass on your name, address, date of birth, and driver licence number to the relevant infringement authority, and charge an administration fee of \$50.00 to cover the cost of transferring liability.
- 32) If we receive an infringement notice or reminder notice for an infringement offence committed during the hire, we will send you a copy of the notice and this agreement within 5 working days.
- 33) After receiving an infringement notice, we will let you know that your credit card may be charged the set infringement fee and an administration cost of \$25.00 for not paying the fee yourself.
- 34) If we only receive an infringement reminder notice, we will let you know that your credit card may be charged the set infringement fee and administration cost.

#### Your rights

- 35) You are entitled to:
  - a) Challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and
  - b) Seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.
  - c) Bond/insurance excess can take up to 3 working days to be released.

January 2020

Sign \_\_\_\_\_ X