

Rental Car Village

YOUR AGREEMENT WITH US

This rental agreement is made on the date specified in the Rental Agreement on the reverse side hereof (the "Agreement") between Rental Car Village ("the owner") and the customer ("the hirer") whose name and address appears in the Agreement. The owner and hirer agree as follows:

1. VEHICLE DESCRIPTION

The owner will let and the hirer will take on the motor vehicle as described in the attached Agreement ("the vehicle") on the terms set out in this agreement.

2. DURATION OF HIRE

We agree that you may have the Vehicle until the return date on the attached agreement.
The Vehicle is hired on a Calendar Day Basis and must be returned before 5 pm on the final day of hire.

Late Returns: Vehicles returned after 5 pm but before 7 am the following morning will be charged an additional half day rate. Vehicles returned not returned by 7 am will be charged the full day rate, plus an additional penalty fee of \$50 per day overdue.

Extensions: To extend the hire, you must phone our office in advance to check availability on free phone 0800 33 4444, or from a mobile phone, call Auckland (09) 376 9935 or Christchurch (03) 374 5254.

3. PERSONS WHO MAY DRIVE THE VEHICLE

The Vehicle may be driven during the period of hire only by the persons described in the agreement attached, and only if they hold a current full driver's license and are over 21 years of age. In addition, if the person is 18–20 years of age, they must have held a full license for at least one year.

4. PAYMENT BY THE HIRER

- The hirer shall pay for the period of hire as specified on the Agreement and any agreed extension of that term.
- The mileage charge for all km exceeding the free km on the Agreement (this does not apply to hires with unlimited km).
- Charges for any optional services or products you choose to accept, including insurance options.
- The hirer shall pay for all petrol or other fuel (but not oil) used in the Vehicle during the period of the hire, and a refueling charge if the Vehicle is returned with less fuel than when rented. You will not receive a refund if the Vehicle is returned with more fuel than when you received it.
- Vehicles returned which require a car wash are charged a \$25 fee. Other reasonable cleaning fees may also apply.
- All traffic infringements are the responsibility of the hirer. A \$40 administration fee is charged for each infringement.
- A reasonable collection fee if the Vehicle is not returned to our location specified on the attached agreement.
- Reasonable administration fee for processing legal fees, where permitted by law, incurred in collecting payments due from you under this agreement.
- Towing, storage and impound fees.
- Damage to the Vehicle, its accessories, or extras hired, including those which become apparent following termination of the hire. Fair market value of the repair is calculated by reference to our standard price list for minor repairs, or if you prefer, the cost to us of repair.
- The following credit cards will be accepted: Visa, Mastercard, Amex & Diners.
A surcharge of 3 % applies to use of Amex and Diners for payment.

5. REFUNDS

- Obtain a receipt for any oil used and we will reimburse you for this expense.
- Obtain a receipt for any repairs required to keep the Vehicle in a safe and roadworthy condition. If the repair cost is more than \$100, you must phone us first. We will reimburse you for the expense.
- Refunds for early returns only apply after 50 days actual hire, where 7 days advance notice by fax or e-mail has been receipted by RCV. This is calculated by actual amount paid for hire period, less actual hire period at rack rates, less one penalty day at rack rates, less any travel agent commissions, equals refund (if any).
- For all other refund requests, this must be made in writing to:
The Directors, Rental Car Village Ltd, PO Box 33055, Takapuna, Auckland 9, New Zealand.

6. HIRER'S OBLIGATIONS

- The water in the radiator is maintained at the proper level. Check this every 1,000 km while the engine is cold.
- The oil in the Vehicle is maintained at the proper level. Ask the gas station attendant to check this for you every 1,000 km. Keep the receipt as we will refund you for oil purchased.
- The tyres are maintained at their proper pressure.
- Stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle (within 24 hours).
- The hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
- Animals are not permitted in the vehicle at any time.
- Smoking is not permitted in the vehicle.

7. INSURANCE

- Subject to the exclusions set out below, the hirer and any driver authorized to drive the Vehicle is fully indemnified in respect of any liability he 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 in clause 8 set out below, the hirer and any driver authorized to drive the Vehicle are indemnified to the extent of \$1,000,000 in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the Vehicle.
- Third Party insurance is included in the quoted rate. The third party insurance covers you for all damage to a third party in the unlikely event of an accident.
- The insurance options below cover both single and multiple vehicle accidents (the excess is the same).
- Insurance excess options only apply to the first accident. Insurance options are as follows:

Insurance Options for Drivers 21 years of age and over

Option One (included): Insurance excess of \$1,000

Option Two: Zero insurance excess; Pay additional \$15 per day or \$280 per hire.

Insurance Options for Drivers 18 - 20 years of age

Option One (included): Insurance excess of \$2,000

Option Two: Insurance excess of \$1,000, Pay additional \$15 per day or \$280 p/hire.

Option Three: Zero insurance excess, Pay additional \$30 per day or \$560 per hire.

(Options two and three include full cover for windscreen damage and multiple tyre punctures.)

8. INSURANCE EXCLUSIONS

- Excess options do not cover water submersion or salt water damage, damage to roof, underbody, vehicle interior, or damage to any extras hired. Excess options also do not cover the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.
- Personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.
- All Excess Reduction is void if the terms of the Rental Agreement are breached. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful conduct and driving under the influence of alcohol and drugs.
- The hirer will be responsible for the cost to retrieve or recover a vehicle, which has become bogged or abandoned, regardless of insurance options taken.
- The Vehicle is operated in any race, speed test, rally or contest,
- The hirer is not a body corporate or department of state and the Vehicle is driven by any person not named in this agreement,
- The Vehicle is driven by any person who at the time when he/she drives the Vehicle is disqualified from holding or has never held a driver's license appropriate for that class of Vehicle,
- The Vehicle is wilfully or recklessly damaged by the hirer or any other person named in this agreement of driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behavior of the hirer or any such person.
- The Vehicle is operated outside the term of the hire, any agreed extension of that term, or is driven outside the specified area or region.
- The Vehicle is used to transport dangerous or noxious substances
- The Vehicle is used for any illegal purposes
- The Vehicle is used 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,
- The Vehicle is operated on any of the following roads: Ball Hutt Road (Mount Cook), Skippers Road (Queenstown), Ninety-mile beach (Northland), or any beach or off-road activity.
- None of the insurance options cover the incorrect use of the vehicle, its accessories or fuel. The hirer will be responsible for any associated costs.
- The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the insurance cover specified in this clause to the amount of the excess shown on the agreement. This applies to damage or loss resulting from vandalism, fire, theft or conversion or attempted conversion of the vehicle.
It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constitutes a contract of insurance.

9. OWNERS OBLIGATIONS

- The owner shall deliver the vehicle in a safe and roadworthy condition.
- The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those costs that are payable by the hirer (Note: the hirer shall as notify the owner as soon as practicable (within 24 hours) of any complaints, defects or failure of the vehicle or accessories, or claims against the owner or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from.
- Any mechanical or towing expenses required for the vehicle must be authorized by the owner prior to the repairs or towing taking place. Failure to authorize these expenses may result in the hirer being held liable for the costs.

10. MECHANICAL REPAIRS AND ACCIDENTS

- 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 or in writing as soon as practicable (within 24 hours).
- The hirer shall not arrange or undertake any repairs, or salvage the Vehicle 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 (you must contact us first if the repair cost is higher than \$100).
- 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.
- The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. If an Exchange Vehicle is required as a result of an accident, the hirer is responsible for making their own way to the nearest branch or pickup location. The owner may offer the hirer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver or tow truck to deliver the exchange vehicle to the hirer's location. This charge applies irrespective of any excess reduction taken

11. USE OF VEHICLE

The hirer shall not use or permit to use 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.

THE HIRER SHALL NOT:

- Sublet or hire the vehicle to any other person;
- Permit the vehicle to be operated outside his/her authority;
- Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
- Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulation 1976, or any other Act, regulations or bylaws to road traffic;
- 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;
- Drive or permit the vehicle to be driven by any person if at the time of his driving the vehicle, the hirer or other person is not the holder of a current licence appropriate for this vehicle.

12. RETURN OF VEHICLE

One of our staff must see the Vehicle to check that it is in good condition. If the Vehicle is returned outside business hours, you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of our staff.

13. IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

We may end this agreement straight away if the Vehicle is damaged; if you breach any provision of the Exclusions in clause 8, or for any other serious such breach of this agreement. We retain any other rights and remedies provided by law. We can repossess the Vehicle and charge you if we do this and you will not have any right to compensation. If you continue to operate the Vehicle after the right to do so is terminated, you agree we have the right to notify the police the Vehicle has been stolen. You hereby release and discharge us from any liability arising from such notice.

14. WHAT TO DO IF THE VEHICLE IS IN AN ACCIDENT OR STOLEN OR LOST

- You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible (within 24 hours).
- You and any driver must not admit responsibility to anyone in relation to the accident.
- If possible, take a photo of the accident scene at earliest opportunity.
- If police attend or if report is made to the police, obtain the name of police officer, file number and name of police station.
- If any other Vehicles are involved, obtain the name and address of the other vehicle driver, make, model and registration number, their insurance company and policy number, as well as details of other vehicle operator, if any, ie. company name and address, if company car; rental company name and address of rental car company, etc.
- You and any driver must forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.
- You agree to provide assistance to us and our insurers in any legal proceedings to be brought by us in your name, and defending any proceedings brought against you.
- You must return the original keys and report the theft or loss to the police as soon as reasonably possible if the Vehicle is lost or stolen.

EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at expiration of the rental period. The owner is not liable for such variations.

NOTE TO HIRER

Rental Car Village must give you at least one copy of this agreement. A copy must be kept in the Vehicle throughout the term of the hire and produced on demand by any police officer, traffic officer, or other authorized employee of the ministry of transport. All accidents must be reported within 24 hours.