

# AGREEMENT TO HIRE RENTAL VEHICLE

An agreement made between the owner and the hirer whose particulars are entered overleaf. It is hereby agreed to as follows:

## VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the vehicle described overleaf.

## DURATION OF HIRE

2. The term of hire shall be for the period as described overleaf. Vehicle rentals are calculated on a per calendar day basis.

## PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the authorized driver(s) named overleaf, and only if they hold a current drivers 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 clause 2 of this agreement, the hire charge at the rate referred to overleaf.

5. In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the insurance charge at the rate referred to overleaf, 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 overleaf.

7. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

## HIRER'S OBLIGATIONS

8. The hirer shall ensure that:

- The water in the radiator (if applicable) and battery of the vehicle is maintained at the proper level;
- The oil in the vehicle is maintained at the proper level;
- The tyres are maintained at the 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 authorized 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 of 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 authorized to drive the vehicle, is indemnified to the extent of NZ\$20,000,000 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:

- The driver of the vehicle is under the influence of alcohol or any drug that affect his or her ability to drive the vehicle;
- 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 such condition of the vehicle;
- 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 other than the hirer or any person named under clause 3 of this agreement;
- 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;
- The vehicle is willfully, carelessly or recklessly damaged by the hirer or any other person named under clause 3 of this agreement, or driving the vehicle under the authority of the hirer, or is lost as a result of the willful, careless or reckless behaviour of the hirer or any such person;
- The vehicle is operated on any of the following roads: Ball Hut (Mt Cook); Skippers (Queenstown); 90 Mile Beach; all unsealed ski access roads and beaches.
- Water submersion or salt water damage caused through own fault;
- 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 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. The hirer acknowledges by signing the front of this agreement that he or she is aware of the above exclusions.

## HIRER'S LIABILITY

The hirer acknowledges that he or she shall be liable for:

- Damages or loss plus the daily demurrage rental rate (max 7 days) for the period the vehicle is off fleet for accident repairs to the extent indicated under the heading "Hirers Liability" on the front of this contract. 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.
- All fines and penalties in relation to the driver's use of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of NZ\$25.00 for each infringement or penalty notice that has been redirected by KEA to the hirer.

NOTE: The maximum open road speed for vehicles over 3,500kg is 90km/ph. This includes KEA 4ST and KEA 6ST.

- The hirer will be liable with the amount of NZ\$1,500.00 for filling fuel in the water tank regardless of the insurance cover taken.

## REJECTION OF INSURANCE

11. If insurance is rejected, the hirer accepts by signing the front of this form 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 front of this form that he or she may be liable to the owner for any loss or damage to vehicle and consequential loss.

If insurance is rejected the hirer accepts by signing the front of this form 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 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: 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. If the vehicle is damaged or requires repair or salvage, whether because of any accident or breakdown, the hirer shall advise the owner of full circumstances by telephone as soon as practicable, no later than 24 hours.

15. 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 other property.

16. Repairs of up to NZ\$100.00 may be effected without authorization and will be reimbursed. Amounts over NZ\$100.00 require approval from KEA Campers on-road assistance. Receipts must be submitted for any repair or the claim will not be paid.

17. The failure of accessories such as TV, DVD, CD player, microwave, gas heating and gas hot water heater do not constitute a breakdown. KEA will endeavour to facilitate on-road repairs however should the repair not be possible or fail the hirer is not entitled to a vehicle change or compensation.

18. 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

19. 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.

20. The hirer shall not:

- Sublet or hire the vehicle to any other person;
- Permit the vehicle to be operated outside his or her authority;
- Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
- 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 Regulations 1976, or any other Act, regulations, or bylaws relating 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 driving the vehicle the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

## RETURN OF VEHICLE

21. The hirer shall, at or before the expiry of the term of hire deliver the vehicle to the depot stated on reverse side hereof or obtain the owners consent to the continuation of hire.

22. The hire must return the vehicle with a full fuel tank. Re-fuelling at the depots will be charged at NZ2.00 per litre plus a handling fee of NZ\$15.00.

23. The hirer must ensure to return all KEA equipment. Missing items will be replaced at the hirers cost.

24. There will be no refund for early return of the vehicle.

25. The owner reserves the right to charge NZ\$100.00 cleaning fee if vehicle is returned in an excessively dirty condition.

NB No animals permitted in the vehicles.

NB All vehicles are strictly non smoking.

26. The chemical toilet is to be returned cleaned and refilled with chemicals or the owner reserves the right to charge NZ\$100.00.

## IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

27. The owner shall have the right to terminate the hiring 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 right of the hirer under this agreement or otherwise.