

# Agreement to Hire a Rental Vehicle

An agreement made between the Operator ("Thrifty") and the Hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

## VEHICLE DESCRIPTION & TERM OF HIRE

1. Thrifty will let and the Hirer will take the motor vehicle, details of which are set out on page 1 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 the persons described in this agreement and only if each such person holds a current driver's licence (particulars of which are given alongside his/her name and address) appropriate for the vehicle at the time they are driving the vehicle.

## HIRER'S OBLIGATIONS

3. The Hirer shall ensure that:

- The water in the radiator 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 their proper pressure;
- All reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use;
- The distance recorder or speedometer are not interfered with;
- No part of the engine, transmission, braking or suspension systems are interfered with;
- Should a warning light be illustrated or the Hirer believes the vehicle requires mechanical attention, he/she stops driving and advises Thrifty immediately.
- 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. Any damage caused is subject to the vehicles normal insurance policy and the Accident Damage Excess (ADE) will apply.

## INSURANCE

4. Subject to the ADE and the exclusions set out below, the Hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability that he/she might have to the owner in respect of the loss of or damage to the vehicle and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle. Subject to the exclusions set out below, the Hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$2,000,000 in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person arising out of the use of the vehicle.

## EXCLUSIONS

5. 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;
- 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 should have been aware of the unsafe or unroadworthy 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 not named in clause 2 of the agreement;
- The vehicle is driven by an unlicensed person;
- The vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control;
- The driver commits a traffic offense while driving the vehicle.
- The vehicle is operated outside the terms of hire or any agreed extension of that term.
- The vehicle is operated on Skippers Canyon Road, Queenstown or Ninety-Mile Beach, Northland or on any unformed road including any beach.

It is agreed between the Hirer and Thrifty that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if clauses 4 and 5 constitute a contract of insurance.

## REJECTION OF INSURANCE

6. The Hirer accepts by his/her signature here to that the vehicle is hired to him/her at the Hirer's own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The Hirer accepts that he/she may be liable to the owner for any loss of or damage to the vehicle and consequential loss.

## OPERATOR'S OBLIGATIONS

7. Thrifty shall supply the vehicle in a safe and roadworthy condition up to current Certificate of Fitness standards.  
8. Thrifty 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.

## 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 Thrifty of the full circumstances immediately.

10. The Hirer shall not arrange or undertake any repairs or salvage without Thrifty's authority except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

## USE OF THE VEHICLE

11. 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 4A of the Land Transport Act 1998 ("the Act");
- Sublet or hire the vehicle to any other person;
- Permit the vehicle to be operated outside his/her authority;
- Operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against any Sections 56, 57 and 58 of the Act.
- 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 in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws to road traffic;

- Operate the vehicle or allow 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 and/or RUC certificate whichever is the lesser 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 that vehicle.
- Drive or allow the vehicle to be driven on any roads excluded in clause 5 (i) of this agreement, or on any beach, driveway, or surface likely to damage the vehicle.
- Allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.
- Carry hazardous goods (as defined in sections 70E to 70H of the Transport Act, as amended 1 May 1990).

## RETURN OF VEHICLE

12. The Hirer shall, at or before the expiry of term of hire, deliver the vehicle to Thrifty/Thrifty's agent's place of business or obtain Thrifty's consent to the continuation of hire (in which case the Hirer will pay additional rental charges for the extension of the hire). If the Hirer does not comply with clause 12 the Hirer may be liable for late return charges.

13. The Hirer shall remove all personal belongings from the vehicle prior to returning the vehicle. Thrifty is not responsible for any items that are left in the vehicle upon return.

## IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

14. Thrifty 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, or if the vehicle is damaged. The termination of the hire under the authority of this clause shall be without prejudice to the other rights of Thrifty and the rights of the Hirer under this agreement or otherwise.

## PAYMENTS BY HIRER

The Hirer agrees to pay on demand all of the following charges (whether or not charges are detailed in the RA):

- The Hirer shall pay to Thrifty as payment for the hire of the vehicle all charges at the rates detailed in the RA for each 24-hour period (or part thereof) commencing from vehicle check out time as specified in this agreement.
- The Hirer shall pay to the owner the sum specified in this agreement for the insurance cover (ADE), Total Protection Package (TPP), Accident Excess Reduction (AER) and any other items detailed on the RA.
- The Hirer shall pay for all fuel (but not oil) used in the vehicle during the period of hire
- Where the Hirer breaches any of their obligations under this RA - (without limiting any other right Thrifty has) such sum as is necessary to compensate Thrifty for loss or damage as determined by Thrifty acting reasonably.
- All applicable goods and services tax (GST) and any other government taxes or duties that may apply at the time of hire.
- All credit card payments will incur a surcharge equivalent to 1.5% +GST of the purchase amount.
- The Hirer shall pay to Thrifty the sum of any damage incurred on the vehicle during the period of the hire (to the maximum value of the applicable insurance excess at the time of the hire) regardless of whether the damage was reported to the owner upon vehicle return. Final charges will be determined after a final inspection by Thrifty's representative which will be made as soon as practicable after return to, or recovery by Thrifty of the Vehicle.

## TRAFFIC OFFENSES

22. The Hirer agrees to pay on demand all fines, infringement fees, penalties and other similar charges incurred by the Hirer or any other driver of the Vehicle, or any such charges logged against the Vehicle during the period of hire. The Hirer acknowledges that Section 9.5 (1) of the Land Transport Rule: Operator Licensing 2007 permits Thrifty to debit the Hirer's credit card or account for any infringement fee for an offence where the offence was committed during the period of hire and:

- was a speeding offence, toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment; or
- an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004.

Thrifty may also charge an administration fee of \$50+GST in addition to the fine, infringement fee, penalty and other similar charge.

23. Thrifty will forward to the address provided by the Hirer a copy of any infringement notices and reminder notices received as soon as practicable after it is received by Thrifty.

## PAYMENT OF CHARGES

24. The Hirer (You, Your) hereby irrevocably and unconditionally authorises Thrifty (Us, Our) to charge to Your credit card and/or to charge to Your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under the RA.

If You fail to make full payment of any charge due to Thrifty:

25. You agree to pay Us: (i) interest on all outstanding charges at a rate of 12% per annum. You agree that such interest is a genuine pre estimate of Our damages. Payments received will be credited firstly against any accrued but unpaid interest; (ii) Our costs of recovering or attempting to recover from You outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis; We shall be entitled to list Your payment default/s with any credit reference organisations, which You acknowledge may affect Your credit rating. (iii) permission is given to pass all information to a collection agency for recovery of said funds.

**NOTE TO HIRER: THRIFTY MUST GIVE YOU AT LEAST ONE COPY OF THE 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 AUTHORISED EMPLOYEE OF THE LAND TRANSPORT SAFETY AUTHORITY.**