

NZ KOMBI HIRE

Waverley Motors (2003) Limited
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TRANSPORT LICENCE NO: 0316315

AGREEMENT TO HIRE RENTAL VEHICLE

Terms and Conditions:

Parties

This rental agreement (the “**Agreement**”) is made between the rental service operator Waverley Motors (2003) Limited (the “**Operator**”) and the hirer whose particulars are recorded in this Agreement (the “**Hirer**”). It is hereby agreed as follows:

1. Vehicle Description and Hire

1.1 The Operator will let, and the Hirer, will take, the motor vehicle, details of which are set out on page 1-3 of this Agreement (the “**Vehicle**”) for the term of hire as described in this Agreement.

2. Persons who may drive the vehicle

2.1 The Vehicle must only be driven:

- (a) By persons named or described on page 2 of this Agreement as Authorised Drivers who:
 - (i) Hold a valid and current overseas or NZ full driver licence (with English translation if required) that is appropriate to the class of Vehicle; and
 - (ii) Are over the age of 21 years; and
 - (iii) Individually have at least three years minimum driving experience;
- (b) By two drivers maximum;
- (c) Within the conditions of the driver(s) licence(s); and (d) Within the conditions of this Agreement.

3. Change of Vehicle

3.1 If, for reasons beyond the Operator’s control, the reserved Vehicle is not available, the Operator reserves the right to substitute another vehicle of similar quality at no extra cost to the Hirer. This replacement of Vehicle shall not constitute a breach of this Agreement and does not entitle the Hirer to any form of refund or compensation.

4. **Rental Collection and Times**

- 4.1 The Vehicle must be collected from the address of the Operator specified on the front page of this Agreement. The Operator and Hirer may make alternative arrangements for vehicle collection at the Operators sole discretion. If alternative arrangements are made for collection of the Vehicle the Operator reserves the right to charge a Relocation Fee (*the Relocation Fee is specified on the Operator's Website and is subject to change from time to time*).
- 4.2 The time for collection and drop off of the Vehicle must occur between the hours of 9am and 5pm unless the Operator in their sole discretion agrees otherwise. For the avoidance of doubt if the times stated on page 1 of this Agreement are outside the hours of 9am and 5pm the Operator will be deemed to have accepted the alternative times.
- 4.3 Early return of the Vehicle does not entitle the Hirer to any refund of the unused portion of the rental.

5. **Duration of Hire**

- 5.1 The hire will commence from the date and time specified on page 1 of this Agreement and terminate on the date and time specified on page 1 of this Agreement, unless terminated sooner or extended in accordance with this Agreement.
- 5.2 The minimum rental period is seven (7) days or fourteen (14) days if you hire the Vehicle between 1 December and 30 April.

6. **One Way Hires**

- 6.1 The Operator may accommodate one way hires between Invercargill / Queenstown / Dunedin and potentially other locations on request.
- 6.2 If the Hirer requires a one way hire, a minimum rental change of fourteen (14) days hire will apply.
- 6.3 If the Hirer does not require the Vehicle for fourteen (14) days, the Operator may in their sole discretion decide whether to charge either:
- (a) A fourteen (14) day minimum hire fee; or
 - (b) A relocation fee pursuant to clause 6.5 to cover relocation costs.
- 6.4 Payment for one way hires will be made in accordance with clause 7 (Payments by Hirer).
- 6.5 A relocation fee of \$300-\$1,000 will be payable by the Hirer depending on the drop-off and/or pick-up locations pre-arranged with the Operator. An additional \$500 relocation fee is payable by the Hirer if the pick-up or drop-off location is changed after the booking is confirmed. The Relocation Fees are specified on the Operators Website and are subject to change from time to time.

7. **Payments by Hirer**

- 7.1 The Hirer must pay a deposit of NZD \$250 deposit to confirm the hire of the Vehicle. Until the deposit is received, the Operator may terminate this Agreement by giving 3 days prior

notice. If the booking date is less than 14 days prior to commencement of hire, then payment must be made in full at the time of booking.

- 7.2 The Hirer must pay the total fee specified on page 3 of this Agreement (less \$250 deposit amount, if paid) to the Operator for the hire of the Vehicle, 14 days prior to the hire commencing. If the total fee is not paid to the Operator when due, the Operator may cancel the hire of the Vehicle by giving notice to the Hirer and the charges in clause 7.3 shall be payable by the Hirer.
- 7.3 If cancellation of the hire of the Vehicle occurs other than through the fault of the Operator, the Hirer agrees to pay, and the Operator shall be entitled to recover, the following charges and to deduct the charges against payments received (if any) as compensation for loss which the Hirer acknowledges are fair and reasonable:
- (a) A \$100 administration fee is payable if cancellation occurs up to 29 days prior to commencement of hire.
 - (b) A \$250 cancellation fee is payable if cancellation occurs between 15-28 days prior to commencement of hire.
 - (c) A cancellation fee equal to 50% of the total hire fee is payable if cancellation occurs between 2-14 days prior to commencement of hire.
 - (d) A cancellation fee equal to 100% of the total hire fee is payable if cancellation occurs on or after the day before the commencement of the hire. If the Hirer fails to collect the Vehicle from the Operator within 2 days after the scheduled commencement of the hire, then it shall be deemed that the Hirer has cancelled the hire of the Vehicle. The availability of the Vehicle for hire thereafter shall be at the sole discretion of the Operator.
- 7.4 In addition to the payment specified in clauses 7.1 & 7.2 above, the Hirer acknowledges that she/he/they will be liable at the end of the hire period to pay the Operator any applicable additional charges including charges for re-fuelling, late return of the Vehicle, damage to or repair of the Vehicle and/or the Chattels (subject to the other terms of this Agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees and the administration costs relating to these fines and fees, and toll charges. The Operator is entitled to deduct any such charges from the Hirer's credit card during or after the term of hire, or the Hirer may pay such charges as agreed with the Operator, such choice is at the Operator's discretion. Where the Hirer is more than 1 person, they will be joint and severally liable.

8. Use of the Vehicle

- 8.1 The Hirer must not:
- (a) Use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the Operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1988 (the "Act");
 - (b) Sublet, hire or in any other way transfer the Vehicle to any other person;
 - (c) Allow the Vehicle to be used outside his/her/their authority;
 - (d) Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;

- (e) Operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
- (f) Operate the Vehicle or allow it be operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011;
- (g) Operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the gross vehicle mass (as defined in the Act) maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the Vehicle;
- (h) Drive or allow the Vehicle to be driven on any roads excluded in clause 14.6(c) of this Agreement, or on any beach, driveway, or surface likely to damage the Vehicle.

9. **Hirer's Obligations**

9.1 The Hirer must ensure that:

- (a) All reasonable care is taken when driving and parking the Vehicle;
- (b) The water in the Vehicle's radiator and battery are maintained at the proper level;
- (c) The oil in the Vehicle is maintained at the proper level;
- (d) The tyres are maintained at their proper pressure;
- (e) The Vehicle is locked and secure at all times when it is not in use;
- (f) The distance recorder (odometer) or speedometer are not interfered with;
- (g) No part of the engine, transmission, braking or suspension systems are interfered with;
- (h) If a warning light is illuminated on the Vehicle or the Hirer believes the Vehicle requires mechanical attention, the Hirer will stop driving and advise the Operator immediately;
- (i) The Vehicle is maintained as a smoke-free zone;
- (j) No pets or animals are in the Vehicle at any stage during the term of the hire; and
- (k) There is no damage to any of the Chattels stated in the attached Chattels List during the hire, or any extra(s) hired as stated on page 2 of this Agreement.

10. **Operator's Obligations**

10.1 The Operator will:

- (a) Supply the Vehicle at the commencement of the hire in a safe and roadworthy condition, displaying a valid and current Certificate of Fitness;
- (b) Supply linen, cooking equipment, crockery and cutlery as per the attached Chattels List.

11. Mechanical Repairs and Accidents

- 11.1 If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer must notify the Operator of the full circumstances immediately.
- 11.2 The Hirer must not arrange or undertake any repairs or salvage without first obtaining the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
- 11.3 Any damage to the Vehicle's windscreen and tyres (including the cost of puncture repairs) is the responsibility of the Hirer.
- 11.4 In the event the Operator is unavailable the Hirer must contact AA Rental Care – Roadside Assistance (the "AA") whose details are in the glove box of the Vehicle and attached to this Agreement. The cost of calling AA is free for a mechanical breakdown. If the breakdown is non-mechanical (including driver error breakdowns) the AA will charge the Hirer a fee of either \$90 to \$165 NZD. The Hirer is solely responsible for the cost of any AA call out, and the Operator reserves the right to deduct any costs associated with the call out from the Hirer's credit card.
- 11.5 If the Vehicle requires repair or replacement, the Operator must arrange repairs to the Vehicle or arrange a replacement vehicle within a reasonable timeframe, provided that the Operator will not be required to repair or replace the Vehicle if it was damaged while being operated in a manner which breaches this Agreement.

12. Return of the Vehicle

- 12.1 The Hirer must, at or before the expiry of the term of hire, deliver the Vehicle to the place of business of the Operator as shown on page 1 of this Agreement, or if arranged to the destination agreed upon between the parties. If the Hirer requires the Vehicle beyond the term, the Hirer must obtain the Operator's consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause 12, the Hirer will be liable for additional charges for the late return of the Vehicle.
- 12.2 The Vehicle must be returned full of fuel at the end of the hire. If the Vehicle is not returned full, the Hirer will be charged a refuelling fee (*the refuelling fees are specified on the Operator's Website and are subject to change from time to time*).

13. Liability

- 13.1 Subject to clause 14 (Insurance), the Hirer is liable for:
- (a) Any loss of, or damage to, the Vehicle and its accessories including the Chattels and any extras hired (excluding fair wear and tear) and any consequential damage, loss or costs incurred by the Operator, including salvage costs; and
 - (b) Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

14. Insurance

- 14.1 The Hirer is advised that motor vehicle insurance must be offered by the Operator, but the Hirer can make their own insurance arrangements, provided these are approved by the Operator. If the Operator is not satisfied that the Hirer's insurance policy is comparable to the Operator's in their sole discretion, the Operator may decline to hire the Vehicle.
- 14.2 The Operator's Vehicle 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. Under the Policy, every person named in this Agreement as a person permitted to drive the Vehicle, subject to clauses 14.3, 14.6 and 14.7, is covered against the losses set out in clause 13.
- 14.3 The Hirer must pay the Operator's total excess under the Policy (currently \$1,500.00 or \$2,500.00 if any driver is under the age of 25 years) if either option 1 or 2 have been selected on page 2 of this Agreement and an insurance claim arises. The Operator reserves the right to deduct the excess from the security deposit.
- 14.4 Insurance options
- (a) Option 1: No Security Deposit Reduction Cover
- The security deposit is NZD \$5,000.00 on credit card.
- Please Note: Credit Card payments will be processed immediately. The security deposit will be refunded on the satisfactory return of the vehicle (i.e. no accident damage, returned on time, refuelled, and in a clean and tidy condition. Damage to windscreens, tyres, and the cost of puncture repairs is the responsibility of the Hirer).
- (b) Option 2: Security Deposit Reduction Cover
- The security deposit is reduced to NZD \$1,500.00 (NZD \$2,500.00 for under 25 years of age) upon payment of \$15.00 per day added to the daily rental tariff (maximum charge 50 days).
- Please Note: Credit Card payments will be processed immediately. The security deposit will be refunded on the satisfactory return of the vehicle (i.e., no accident damage, returned on time, refuelled, and in a clean and tidy condition. Damage to windscreens, tyres, and the cost of puncture repairs is the responsibility of the Hirer).
- (c) Option 3: Hirer has own Insurance Cover
- Pursuant to clause 14.1, the Operator has approved and accepted the Hirer's insurance policy. The Hirer will be responsible for any and all charges required under their policy.
- The security deposit is NZD \$1,500.00.
- 14.5 The Hirer will not be covered under the Policy and, therefore, is personally liable for all damage/loss pursuant to clause 13 (liability) of this Agreement if:
- (a) The driver of the Vehicle is under the influence of any intoxicating substance, drug or alcohol;

- (b) The Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of hire, 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) The Vehicle is driven in any race, speed test, rally, hill climbing, or contest;
- (d) The Vehicle is driven in breach of clause 2;
- (e) The Vehicle is being driven outside the Policy's description of use.

14.6 Despite anything else contained in these terms and conditions, the Hirer will be liable for all damage, loss and costs referred to in clause 13 (including reasonable indirect costs associated with claiming) where –

- (a) The driver commits any offence under any traffic regulation or statute that, in the reasonable opinion of the Operator, contributed to the accident or loss;
- (b) In the reasonable opinion of the Operator, the Vehicle was driven in a manner that posed real danger to the lives and/or property of any other person, and this contributed to the accident or loss;
- (c) The vehicle was driven on any of the following roads or locations –
 - (i) Ninety Mile Beach, Northland;
 - (ii) Colville township to Port Jackson, Coromandel;
 - (iii) Nevis Valley Road;
 - (iv) Skippers Road, Queenstown;
 - (v) Macetown;
 - (vi) Crown Range between Cardrona and Arrowtown, Queenstown;
 - (vii) Ball Hut Road, Mt Cook;
 - (viii) Acheron Road from Hanmer Springs to Blenheim through Molesworth Station;
 - (ix) Rainbow Road from Hanmer Springs to Nelson Lakes;
 - (x) Any 4WD tracks or unformed roads/tracks;
 - (xi) Beaches, Creeks, Fords or Riverbeds – salt or water damage.
- (d) The Vehicle was operated beyond the term of this Agreement or any agreed extension of the term, and, in the reasonable opinion of the Operator, this contributed to the accident or loss;
- (e) Any damage to the roof or underbody of the Vehicle;
- (f) Any damage to the Vehicle or accessories due to the incorrect fitting of snow chains, ski/snowboard racks, bike racks or any other item carried inside or outside the Vehicle, such as a surfboard or bicycle;
- (g) Any costs incurred by the Operator in recovering outstanding charges or fees owed to the Operator, plus interest accruing at 15% per annum.

14.7 The Operator is not providing insurance services to the Hirer. The Operator manages the insurance provided under the Policy. The Operator reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to immediately contact, and solely deal with, the Operator.

15. **Infringement Offences**

15.1 The Hirer agrees they will have committed an offence if during the period of hire the Hirer is liable for one or more of the following:

- (a) a speeding offence, toll offence or 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
- (b) an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004; or
- (c) an offence under section 20 of the Freedom Camping Act 2011 involving the use of the Vehicle; or
- (d) any other offence in any applicable New Zealand legislation, regulation, by-law or other form of law.

15.2 If the Operator receives an infringement notice for an offence under clause 15.1, the Operator will send the Hirer a copy of the notice and this Agreement within 5 working days of receipt of the infringement notice, and notify the Hirer that if the Operator receives a reminder notice for that offence, the Operator will debit the Hirer's credit card for the amount specified on the notice plus an administration cost of \$45.

15.3 If the Operator does not receive an infringement notice for an offence under clause 15.1, but instead receives a reminder notice, the Operator will send the Hirer a copy of the notice and this Agreement within 5 working days of receipt of the reminder notice and notify the Hirer that the Operator will be debiting the Hirer's credit card for the amount of the infringement fee plus an administration cost of \$45.

15.4 The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

16. **Dangerous Driving and Personal Information**

16.1 If, in the reasonable opinion of the Operator, the Hirer's driving is likely to pose a real danger to themselves and/or the lives of any other person, and/or the Hirer has breached the terms of this Agreement, then -

- (a) the Operator may **cancel this Agreement immediately** with written or verbal notice; and
- (b) the Hirer must, as soon as practicable, return the Vehicle to the place of business of the Operator or an alternative place advised by the Operator in their sole discretion; and

- (c) the Hirer's personal information contained within this Agreement may be disclosed to other relevant operators for the purpose of promoting safe driving in New Zealand.

17. **Indemnity**

- 17.1 The Hirer indemnifies the Operator, and its officers, employees and agents, as continuing indemnity, against any loss, claim, damage, expense, liability or proceeding suffered or incurred at any time by the Operator occurring as a result of, or resulting directly or indirectly out of, or in connection with, any breach of any of the Hirer's obligations, undertakings or warranties contained or implied in this Agreement.

18. **NZ Kombi Hire Privacy Policy**

- 18.1 The Operator may collect information about the Hirer in connection with the performance of this Agreement. The Hirer may not be able to perform this Agreement if all the information requested is not provided. Information collected and held about the Hirer may be used by the Operator in connection with the performance of this Agreement. The Operator may disclose such information in accordance with clause 16.1(c) of this Agreement. Such information will be stored in accordance with applicable privacy policies and procedures. Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information. The Operator will comply with the Privacy Act 1993 and any applicable regulations and codes in connection with the collection and use of such information.

19. **New Zealand Law**

- 19.1 The relationship between the Hirer and Operator is governed by New Zealand law and the New Zealand courts have exclusive jurisdiction.

20. **Chattels**

Chattels List attached – see next page

NZ KOMBI HIRE - Chattels List

Linen

Foam mattress within duvet cover	x1	■
Bottom sheet	x1	■
Duvet in cover - summer weight	x1	■
Towels	x2	■
Pillows in pillowcases	x2	■
Blankets	x2	■
Tea Towels	x3	■

Crockery/Utensils

Dinner plates – melamine	x4	■
Bowls – melamine	x4	■
Mugs – melamine	x4	■
Cups - crockery - combo of patterns	x2	■
Wine glasses – glass	x2	■
Chopping board - melamine	x1	■
Measuring Jug - plastic	x1	■
Knives - black/orange handles	x4	■
Forks - black/orange handles	x4	■
Spoons - black/orange handles	x4	■
Teaspoons - black/orange handles	x4	■
Tongs – silicone ends	x1	■
Spatula	x1	■
Can Opener – metal or plastic	x1	■
Whisk	x1	■
Wooden Spoon	x1	■
Cutting Knife (in sheath)	x1	■
Potato Peeler	x1	■

Cooking Equipment

Portable BBQ cookers	x2	<input type="checkbox"/>
Gas Canisters	x4	<input type="checkbox"/>
Kettle – Silicone/metal fold down	x1	<input type="checkbox"/>
Toaster – fold down gauze	x1	<input type="checkbox"/>
Coffee Plunger	x1	<input type="checkbox"/>
Pot – stainless steel	x1	<input type="checkbox"/>
Frypan – non stick	x1	<input type="checkbox"/>
BBQ Plate	x1	<input type="checkbox"/>

Other Equipment

Table – fold down	x1	<input type="checkbox"/>
Bucket	x1	<input type="checkbox"/>
Dish Brush	x1	<input type="checkbox"/>
Dish Scrubber	x1	<input type="checkbox"/>
Chux dish cloths	x2	<input type="checkbox"/>
Water container – BPA free plastic 20L	x1	<input type="checkbox"/>
Camp chairs – fold down	x2	<input type="checkbox"/>
Dishwashing Liquid	x1	<input type="checkbox"/>
Brush/Pan set	x1	<input type="checkbox"/>
Floor Mat	x1	<input type="checkbox"/>
Fire Extinguisher	x1	<input type="checkbox"/>

Optional Add On Items

Child's camp chair – fold down	x1	<input type="checkbox"/>
Car seat – Baby to Booster	x1	<input type="checkbox"/>
Hammock + attachments	x1	<input type="checkbox"/>
Cot mattress	x1	<input type="checkbox"/>
Aircell Baby Blanket	x1	<input type="checkbox"/>