

AGREEMENT TO HIRE RENTAL VEHICLE (LICENSE NUMBER 0213664)

An agreement made the _____ day of _____ 20____ between BANZ Tours and Rentals of 55 A Baldhill Road Pukekohe and

Hirer:	Date out	
Address:	Date in	
	Return location	
	Make	
Telephone:	Model	
Email:	Registration	

Whereby it is agreed as follows:

1. VEHICLE DESCRIPTION

The owner will let and the hirer will take on hire for the period shown above, the above noted vehicle on the following terms:

2. PERSONS WHO MAY DRIVE THE VEHICLE

The vehicle may be driven during the hire only by the person/s named in this clause and only if they hold a current licence valid and appropriate for the vehicle at the time when they are driving the vehicle

Hirers Full Name: _____ Drivers Licence Number: _____

Date of Birth: _____ Signature: _____

Additional Drivers Full Name: _____ Drivers Licence Number: _____

Address: _____

Date of Birth: _____ Signature _____

3. EQUIPMENT SUPPLIED WITH THE VEHICLE

This equipment forms part of the hire contract.

4. HIRER'S LIABILITIES

The **hirer** agrees to pay for the insurance cover provided under the clause 9 and acknowledges that s/he is aware of the exclusions listed in clause 12 overleaf.

Hirer's signature _____

You should not sign this unless you are certain of its effects.

The **hirer** acknowledges that s/he is liable for the first \$ _____ per collision, damage or loss incurred in respect of this vehicle, referred to in the insurance specified in clause 9-11 overleaf.

Hirer's signature _____

You should not sign this unless you are certain of its effects.

The **hirer** further acknowledges that they are liable for all costs in relation to traffic infringements including but not limited to fines, court costs and document service. These costs will be charged against the credit card as imprinted together with an administration fee of \$50.00 in each and every case.

Hirer's signature _____

You should not sign this unless you are certain of its effects.

5. COST OF HIRE

_____ DAYS @ \$ _____	\$	
DEPOSITS	\$	
EXTRAS	\$	
OTHER	\$	
FUEL OUT		
<i>A refuelling charge of \$50.00 applies to this vehicle if not returned full</i>		
FUEL IN	\$	
BALANCE OWING INCLUDING GST	\$	

6. SIGNATURES

Hirer _____ Owner _____

I have read and understand the terms on both sides of this agreement

These terms and conditions are to be read in conjunction with the terms and conditions on our web sites which also form part of this contract.

7. PAYMENT FOR HIRE/PAYMENT BY AGENTS

- a. In the event of non payment of any charges related to this hire or use of the vehicle, all costs of collection or debt will be borne by the hirer and the owner may at its discretion use an outside agency to recover such monies. An administration fee of NZ\$ 50.00 shall apply.
- b. Where payment for this hire or any related costs are to be paid through a third party, then such other party becomes the agent of the hirer not the owner. In the event of default of any payment or charges by the agent, then the hirer assumes responsibility and by providing a credit card imprint, assigns an unequivocal authority for the owner to debit this card to recover any monies outstanding as at 90 days following the termination of this agreement or such other time deemed fit.

8. HIRER'S OBLIGATIONS

- a. The hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire.
- b. The hirer shall ensure that – (as at owner's instructions)
 - (a) The oil in the vehicle is maintained at the proper level.
 - (b) The tyres are maintained at their proper pressure.
 - (c) The water in the radiator of the vehicle is maintained at the proper level.
- c. The hirer shall be responsible for any extras supplied with the vehicle listed in clause 3 above. The cost of repair or replacement will be the hirer's responsibility.
- d. In the event of damage or breakdown, the hirer shall provide every assistance requested by the owner or the owner's agent relating to recovery, repair, reporting or claims.
- e. 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.
- f. Puncture repairs are the responsibility of the hirer.

9. INSURANCE

This clause should be read in conjunction with the hirer's liabilities clause 4 above and exclusions clause 10 below.

- a. Subject to the exclusion set out below, the hirer, and any driver authorized to drive the vehicle, is fully indemnified in respect on any liability he/she might have to the owner in respect of the loss or damage to the vehicle and spare parts and any consequential loss of revenue or other expense of the owner, including towing salvage costs associated with the recovery of the vehicle and its accessories spare parts.
- b. Subject to the exclusions set out below, the hirer, and any driver authorized to drive the vehicle, is indemnified to the extent of \$1,000,000.00 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.

10. EXCLUSIONS

There is no personal effects or personal insurance offered under this cover.

The indemnities referred to above shall not apply where the damage, injury, or loss arises when –

- a. The driver of the vehicle is under the influence of alcohol or any drug that affects his / her ability to drive the vehicle.
- b. 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 of loss and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- c. The vehicle is operated in any race, speed test, rally, or contest:
- d. The vehicle is driven by any person not named in clause 2 of this agreement;
- e. 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 vehicle;
- f. The vehicle is willfully or recklessly damaged by the hirer or any other person named in clause 2 of this agreement of driving the vehicle under the authority of the hirer, or is lost as the result of willful or reckless behavior of the hirer or any such person;
- g. The vehicle is operated outside the term of the hire or any agreed extension of that term.
- h. The vehicle is operated on roads temporarily closed or is operated on the following roads:
 1. Husky Flat to Ball Shelter (Mt. Cook)
 2. Skippers Canyon Road (Queenstown)
 3. Any road North of Colville township (Coromandel)
 4. Ninety Mile Beach or any other Beach

11. HIRER'S LIABILITY/INSURANCE EXCESS

The hirer acknowledges that he/she shall be liable for the first \$1000.00 (\$1500.00 if driver is aged between 21 and 25 years) of the damage or loss referred to the insurance cover specified in this clause. This is the amount referred to in clause 4 overleaf and shall operate even if not specified there.

12. OWNER'S OBLIGATIONS

- a. The owner shall supply the vehicle in a safe and roadworthy condition.
- b. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the hirer.
- c. The owner shall provide any extras in clause 3 above in serviceable condition.

13. MECHANICAL REPAIRS AND ACCIDENTS

- a. 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 as soon as practicable. In no circumstances shall the vehicle be abandoned.
- b. The hirer shall not arrange or undertake any repairs or salvage whose value exceeds NZ\$ 100.00 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. Any necessary repairs under the value of NZ\$ 100.00 provided by persons or companies expert in the business of the repairs required, shall be reimbursed by the owner to the hirer on return of the vehicle on presenting of an invoice/receipt.
- c. 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.

14. USE OF THE VEHICLE

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 Lic. Act 1989.

The hirer shall not –

- a. Sublet or hire the vehicle to any other person;
- b. Permit the vehicle to be operated outside his/her authority;
- c. 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);
- d. Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
- e. 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;
- f. Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more the weight of goods specified in the certificate of loading for the vehicle;
- g. Drive or permit the vehicle or 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 license appropriate for the vehicle.
- h. Allow pets to be carried
- i. Operate the vehicle off road or on any beach
- j. Smoke or allow any other person to smoke in the vehicle

15. RETURN OF VEHICLE

The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed point of return, or obtain the owner's consent to the continuation of hire.

- a. Subject to the provisions of clauses 4, 11, and 12, the bond is fully refundable upon return of the vehicle in reasonable and clean condition, with all equipment intact, without damage or involvement in an accident, without liability to any third party, with a full tank of fuel, toilet empty and cleaned (if supplied), and all traffic offences paid for. Any traffic offences notices that arrive after your departure will be charged through as per clause 4. A refuelling charge of \$50.00 applies if the vehicle is not returned full.
- b. If the vehicle is kept beyond the contracted rental period without authorisation, a rate equal to double the daily summer rate will be charged.
- c. If the vehicle is returned early, the hirer shall not, except at the owner's sole discretion, be entitled to a refund for the unused portion of the hire.
- d. If the vehicle is returned in an excessively dirty condition, cleaning will be charged at a rate of NZ\$ 50.00 per hour or part thereof including GST. The hirer accepts fair road grime and untidiness. This charge is most likely but not limited to apply in the case of the spillage of liquids or food on the furnishings of the vehicle.

16. IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

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 rights of the hirer under this agreement or otherwise.

17. VEHICLE SUBSTITUTION

- a. The owner reserves the right to substitute a comparable vehicle at no extra costs to the hirer as circumstances dictate. This substitution shall not constitute a breach of contract and does not entitle the hirer to a refund in whole or in part. If your rental period is reduced as a result then you will be entitled to a refund of monies paid for the period of the rental that was not provided.
- b. The owner will not be liable for any other costs, charges or damages, whether consequential or not as a result of delay in providing or failure to provide the vehicle.