

# AGREEMENT TO HIRE RENTAL VEHICLE

In this agreement made between the owner and the hirer it is agreed as follows:

## VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the motor vehicle, described herein.

## DURATION OF HIRE

2. The term of hire shall be as set out in this agreement.

## PERSON WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons named in this agreement, and only if they hold a current driver's licence appropriate for the vehicle at the time 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 specified in this agreement the sum detailed in this agreement.
5. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay to the owner the sum detailed in this agreement for the insurance cover set out in clause 10 of this agreement. *(Delete if cover rejected or offered free of charge).*
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 detailed in this agreement per kilometre for every kilometre.
7.
  - (a) The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of the hire.
  - (b) The hirer acknowledges and authorises that any infringements or fees incurred while on hire including speeding and parking fines, vehicle damage, debt collection fees, may be charged to the credit card or other bond type that is held by the owner.
  - (c) The hirer acknowledges and authorises any additional charges as outlined in clause 7a may incur a \$25.00 administration fee.

## HIRER'S OBLIGATIONS

8. The hirer shall ensure that –
  - (a) The water in the radiator and battery of the vehicle is maintained at the proper level;
  - (b) the oil in the vehicle is maintained at the proper level;
  - (c) The tyres are maintained at the proper pressure.
9. The hirer shall ensure that –
  - (a) All reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use,
  - (b) If any warning light in the vehicle is activated, they shall advise the owner or their agent of the fault by telephone as soon as practical.

## INSURANCE

10. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified in respect of 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 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 authorised to drive the vehicle is indemnified to the extent of \$1,000,000 in respect of liability he or 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.

## EXCLUSIONS

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 or 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 or 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 hirer is not a body corporate or department of State and the vehicle is driven by any person not named in clause 3 of the agreement;
- (e) 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;
- (f) The vehicle is wilfully or recklessly damaged by the hirer or any person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person;
- (g) The vehicle is operated on any of the following roads or areas: Skippers Road (Queenstown), Ninety Mile Beach (Northland), or any other beach.
- (h) 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 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

## REJECTION OF INSURANCE

The hirer must satisfy the owner that he or she has adequate insurance cover before Rejection of Insurance will be accepted by the owner.

11. The hirer accepts that the vehicle is hired to him or her at his or her own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts that he or she may be liable to the owner for any loss or damage to the vehicle and consequential loss.

\_\_\_\_\_(Signature of hirer)  
YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT.

The hirer accepts 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.

\_\_\_\_\_(Signature of hirer)  
YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT.

Insurance Company \_\_\_\_\_ Policy No \_\_\_\_\_

## OWNERS 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 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 repairs or salvage, whether because of an accident or breakdown, the hirer shall advise the owner or their agent of the full circumstances by telephone or telegram as soon as practical.
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 are necessary to prevent further damage to the vehicle or other property.
16. 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 VEHICLE

17. The Hirer shall not 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 licenced under Part VII of the Transport Act 1962 or exempted from licencing under that Act.
18. The hirer shall not –
  - (a) Sublet or hire the vehicle to any other person;
  - (b) Permit the vehicle to be operated outside his or her authority;
  - (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 56, 57 or 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 drugs).
  - (d) Operate the vehicle or permit it to be operated to propel or tow any other vehicle excepting a trailer which does not exceed the weight limits of the towbar and the vehicle;
  - (e) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
  - (f) 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;
  - (g) 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;
  - (h) Drive or permit the vehicle to be driven by any person if at the time of their 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

19.
  - (a) The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the owner or their agent at the address detailed in this agreement or obtain the consent of the owner or agent to the continuation of hire.
  - (b) The hirer shall have the right to terminate the hire early for any reason. The hirer acknowledges and authorises any early termination fee that may be incurred.

## IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

20. 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.

## NOTE TO HIRER:

THE OWNER 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 AUTHORISED EMPLOYEE OF THE LAND TRANSPORT SAFETY AUTHORITY.

## PRIVACY CLAUSE

The hirer acknowledges that the information provided in this form ('the information') will be held by Handy Rentals Limited ('Handy') and agrees that the information may also be held by:

- the operator from whom the vehicle was hired ('the operator')
- any company related to Handy

The hirer agrees that the information may be used for the purposes of:

- considering the market for Handy's vehicles
- making available to you information relating to Handy's services, the operator's products and services and the services of any company related to Handy.

The hirer understands that he or she may request access to the information held by Handy and may request that the information be corrected if the hirer considers the information is wrong.

## DEFAULT CLAUSE

**You undertake to pay the account in full on or before the due date. In default of such prompt payment, you undertake to pay late payment fees of 2.5% per month on any amount outstanding and to indemnify us and pay all costs and expenses on a solicitor and own client basis if legal action is necessary, and/or any collection agency fees, which we may incur in recovering from you any overdue amount.**