



RENTAL AGREEMENT TERMS & CONDITIONS

New Zealand Cars & 4WD • Effective: 01 April 2010 – 31 March 2011

ALLWAYS 0800 288 699 • www.allwaysrental.co.nz

This rental agreement is made between All About Car Rental Ltd (“AllWays Rental”) and the hirer whose name and address appears in the Schedule. AllWays Rental and the hirer agree as follows:

1. VEHICLE DESCRIPTION AND TERMS OF HIRE

- a) AllWays Rental will let and the hirer will take on the motor vehicle described in the Schedule (“the vehicle”) on the terms set out in this agreement.
- b) Car rental days are calculated on a 24 hour period. First hour is free; after the first hour late a full day hire applies.
- c) Minimum rental period is one day for same city hires. Minimum rental period for a one-way hire is 14 days. Minimum rental period is subject to change without warning.
- d) Rates and conditions written in our printed material are correct at time of print and are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates applicable to your rental once your booking has been confirmed, unless a booking is amended.
- e) All amendments prior to the vehicle collection date will be re-calculated at the rate applicable on the date of amendment. This applies to changing the vehicle type, reducing the number or rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to pick-up (days are being added at the end of the rental with no change to the original pick-up date), the original rate which applied at the time of the original booking, will apply.
- f) Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.
- g) Should the hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.
- h) The owner must authorise any rental extension beyond that specified in the rental agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested through our reservations team at least 48 hours prior to the drop off date on the original contract. The owner reserves the right to charge a penalty fee of NZ\$500 plus the daily rental rate for anyone in breach of this.
- i) If the Customer wishes to change their drop-off destination, they must first obtain authorisation from AllWays. Subject to the change being approved, an additional charge of up to NZ\$500 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

2. PERSONS WHO MAY DRIVE THE VEHICLE

- a) The vehicle may be driven during the full period of the hire only by the persons named in the Schedule, and only if they hold a valid driver’s licence which must be presented at time of pick up. (Note: only persons 18 years and over may be hirers and authorised drivers).
- b) A full (non-probationary) resident country driver’s licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver’s licence is also required. The driver’s licence must have been held for at least 1 year and be valid for the entire length of the rental. The original driver’s licence must be shown at the time of pick up with the driver present.

3. PAYMENT BY HIRER

- a) The hirer shall pay the owner in full prior to dispatch (as payment for the hire of the vehicle for the agreed period) the sum specified in the Schedule.
- b) The hirer agrees to pay any additional costs in connection with the hire including (but not limited to) parking, toll road and speeding fines and the administration costs relating to those fines and fees, damage to or repair of the vehicle (subject to the other terms of this agreement), any enforcement charges relating to such damage or repairs (including legal costs), puncture repair and relocation and cleaning fees as incurred in connection with the hirer’s possession of the vehicle, including those which become apparent following termination of the hire. The hirer authorises the owner to debit his credit card for the same.
- c) In addition to the payments specified above the hirer shall pay to the owner the sums specified in the Schedule for Liability Reduction as set out in this agreement.
- d) The hirer shall pay for all petrol or diesel (but not oil) used in the vehicle during the period of the hire.
- e) The hirer will be responsible for the entire cost of the hire should the voucher they present not be paid by the agent. The total payment will be charged to the client’s credit card should payment from the agent is not received.
- f) The following credit cards will be accepted: Visa, Mastercard and American Express. A credit card administration fee of 4.5% applies to use of American Express for payment and Vehicle Security Bond purposes. The credit card surcharge will not be refunded if the hirer cancels the booking. Credit card fees also apply to debited Vehicle Security Bond. A non-refundable 2% fee will apply to all Visa and MasterCard transactions.
- g) the Hirer will not dispute his/her liability to AllWays for any amount properly due under this Agreement and the Hirer shall indemnify and keep indemnified AllWays against any loss incurred (including legal costs) by reason of notifying the Hirer’s credit card issuer of such dispute.

4. PAYMENT OF CHARGES – JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by AllWays including any collection costs and reasonable legal fees incurred. When the Customer comprises of more than one person, each person is liable jointly and severally for all obligations of the Customer pursuant to this Agreement.

5. HIRER’S OBLIGATIONS

- a) Smoking is not permitted in the vehicle at any time.
- b) Animals are not permitted in the vehicle excluding registered guide dogs.
- c) The hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
- d) It is the hirer’s responsibility to be aware and in compliance with all New Zealand Land Transport rules and regulations.
- e) Travelling with Children: The Child Restraint Law stipulates that children under 7 must be properly restrained in an approved child restraint. It is the hirer’s responsibility to ensure the child restraint is installed correctly. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of a car.
- f) The Hirer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water and batteries, and will contact AllWays immediately should vehicle warning lights indicate any potential malfunction.

6. LIABILITY

Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified up to a limit of NZ\$1,000,000.00; this is in respect of any 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 use of the vehicle.

7. INSURANCE

- a) Third Party insurance is included in the quoted rate. The third party insurance covers you for all damage to a third party vehicle in the unlikely event of an accident.
- b) The hirer is advised that motor vehicle insurance must be offered by the operator, but the hirer can make his/her own insurance arrangements, provided they are approved by the operator. If the operator is not satisfied that the hirer’s insurance is comparable to the operator’s, the operator may decline to hire the vehicle.
- c) If the hirer elects to use the operator’s insurance, any driver named in this Agreement as a person permitted to drive the vehicle is, subject to clause 8 and the excess payable by the hirer as set out in the Schedule, covered against the losses set out in clause 6. This clause does not apply if the hirer rejects the operator’s insurance.
- d) The excess payable by the hirer is shown on the Schedule.

NOTE: Purchasing one of the Liability Reduction Options reduces the hirer’s liability for damage to the agreed excess showing in the Schedule subject to the following exclusions. Liability Reduction Option applies in respect of each claim, not rental. If an accident occurs the a new Liability Reduction Option will be required for the remaining days of the hire.

Standard & Liability Reduction Option 2 do not cover tyre & windscreen/window damage or single vehicle accidents. Liability Reduction Option 3 covers all damage including tyre & windscreen/window damage & single vehicle accidents.

HIRER USES HIS/HER OWN INSURANCE

When the Rejection of Insurance clause is accepted on the Schedule, the hirer elects to use his/her own insurance and s/he accepts all liability for all losses, costs and damages set out in clause 6, and agrees that clause 7(c) does not apply to such losses, costs and damages.

8. INSURANCE EXCLUSIONS

All Liability Reduction options are void if the terms of the Rental Agreement are breached. All Excess Liability Reduction options do not cover:

- a) water submersion or salt-water damage;
- b) continuing to drive if a warning light (or any other warning indicator) appears will result in the hirer being responsible for all costs incurred;
- c) any damage caused by the use of snow chains, roof racks or bike rack;
- d) damage relating to overhead or underbody however caused;
- e) the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle;
- f) incorrect use of fuel (fuel being diesel or petrol). The hirer will be responsible for any associated costs;
- g) personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.
- h) The hirer will be responsible for the total cost of any damage due to:
 - i) vehicle use in contravention of clause 9 ‘Use of the Vehicle’.
 - ii) wilful conduct (e.g sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs. (Note: Punctures, damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).
 - iii) The vehicle being 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 licence appropriate for the vehicle.
 - iv) The vehicle is operated on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville Township, Ball Hutt Road (Mt Cook), Skippers Road (Queenstown).
 - v) The vehicle is operated outside of the hire or any agreed extension of it.
- i) The hirer will be responsible for the cost to retrieve or recover a vehicle, which has become bogged, regardless of the insurance and Liability Reduction Option taken.

- j) If the vehicle is operated in any race, speed test, rally or contest; insurance is void.
- k) The hirer is not a body corporate or department of State and the vehicle is driven by any person not named in the Schedule to this agreement.
- l) 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 constitutes a contract of insurance.
- m) The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the insurance cover specified in clause 6 to the amount of the excess shown in the Schedule. This applies to damage or loss resulting from the theft or conversion or attempted theft or conversion of the vehicle.

9. USE OF THE VEHICLE

The hirer agrees that, during the Rental Period, the hirer will not allow the Vehicle to be:

- a) driven otherwise than in a prudent and cautious manner.
- b) driven by any person if at the time of his driving the hirer or any other person lacks the competence to handle the vehicle, is jetlagged or intend to undertake a hazardous journey.
- c) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- d) left with the ignition key in the Vehicle while it is unoccupied;
- e) operated or permitted to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976 or any other Act, regulations or by laws relating to road traffic;
- f) damaged by: submersion in water, contact with salt water, creek or river crossing, driving through flooded areas or beach driving;
- g) used to carry passengers or property 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;
- h) operated or permitted to be operated for the transport of more than the number of passengers or more than the weight of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
- i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; Where damage to the vehicle is caused by a breach of this clause, or occurs as a result of a breach of this clause, the hirer shall be responsible for the full cost of repair of all such damage; and
- j) vehicles are not to be used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

10. RETURN OF THE VEHICLE

The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the branch detailed in the Schedule, or obtain the owner's consent to the continuation of the hire. (Note: No refund is available to the hirer if the vehicle is returned earlier than stated in the Schedule). The vehicle is to be returned in a clean and tidy condition; if not, a NZ\$200 cleaning fee may apply. The vehicle is to be returned with a full tank of petrol; if it is not filled with fuel a NZ\$25 administration fee will apply in addition to the cost of the fuel.

11. VEHICLE SECURITY BOND

- a) On pick-up of the vehicle, the Customer agrees to sign a credit card imprint to serve as a Vehicle Security Bond. The Customer authorises AllWays to deduct from the Vehicle Security Bond any amounts due by them to AllWays arising out of the Agreement. The Vehicle Security Bond is a guarantee the vehicle will be returned on time to the correct location, undamaged, with a clean interior and with a full fuel tank.
- b) The owner reserves the right to bank the Vehicle Security Bond after the termination of the hire agreement to cover the cost of un-notified infringements or damage to third parties or their property.
- c) The Security Bond excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. Where the third party causes damage, the hirer is liable for damages as specified in the Schedule. The excess will be refunded only if AllWays Rental is successful in recovering the cost of the damages from the third party. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered, therefore the bond may be banked and not refunded. Please note that third party claims can take many months to resolve.
- d) Where the vehicle has been returned during or outside office hours and the vehicle has undiscovered damage not covered by insurance, the client will be charged and sent a letter summarizing the cost of repairs.
- e) A Vehicle Security Bond shall be taken for each accident. In the event of a replacement vehicle being dispatched, the Vehicle Security Bond will be twice that of the original vehicle.
- f) Damage includes any and all damage to third party property, damage to the rented vehicle including tyres, windscreens, towing and recovery costs, theft, fire, break-in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for repair.

12. INFRINGEMENTS AND ADMINISTRATION FEES

- a) The hirer is advised that Section 9.5(1) of the Land Transport Rule Operator Licensing 2007 permits the operator to debit the hirer's credit card for any infringement fee where the offence was committed during the period of hire and was a speeding offence, a 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 position 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. The operator may also charge \$75 administration fee in addition to the traffic offence charge.
- b) The hirer is advised that should the operator decide to debit their credit card for a traffic infringement, the hirer has the right to:

* receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator;

- * challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;
- * 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); and
- * dispute the matter with the credit card issuer.

By signing this agreement, the hirer acknowledges notification of the information in clauses 12(a) and 12(b).

13. OWNER'S OBLIGATIONS

- a) The owner shall deliver 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 that by the terms of this agreement those costs are payable by the hirer. (Note: the hirer shall as soon as practicable in any event within 24 hours notify the owner of any complaints, defects or failure of the vehicle, or claims against the owner or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from).
- c) Any mechanical or towing expenses required for the vehicle must be authorised by the owner prior to the repairs or towing taking place. Failure to authorise these expenses may result in the hirer being held liable for the costs.

14. ON-ROAD ASSISTANCE

- a) All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers mechanical faults only. NOTE: the AA does not cover: vehicle running out of fuel; keys being locked inside the vehicle or lost; flat batteries as a result of the lights or keys being left on; a breakdown as a result of damage caused in an accident and the associated costs will be the responsibility of the Hirer.
- b) AA non-mechanical call-outs will incur a call-out charge of up to NZ\$140 including GST.
- c) Any problems associated with the Vehicle, including equipment failure, must be reported to AllWays within 24 hours in order to give us the opportunity to rectify the problem during the rental period. Failure to do so will compromise any claims for compensation. Subject to clause 18, AllWays reserves the right to not accept liability for any claims submitted after this period.

CALL AA TOLL-FREE 0800 500 222 OR *222 FROM YOUR MOBILE

- d) The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency, any part of the engine, transmission, braking or suspension system of the vehicle.
- e) The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends), some delays may occur. The owner will always endeavour to have the car repaired in the shortest time possible.
- f) In the event of an accident occurring and an Exchange Vehicle is not available, AllWays Rental will not be liable for any resulting accommodation or living expenses that are incurred.

15. EXCHANGE VEHICLE

The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, hirer location, accident liability and remaining hire duration; hirer charges may be incurred (see below).

- a) If an Exchange Vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the nearest AllWays Rental depot or pick up location at their own cost.
- b) AllWays may offer the Hirer the option of paying a Relocation Fee to send a driver to deliver the exchange vehicle to the Hirer's location.
- c) The Hirer will pay for any costs relating to delivery of a change over vehicle as a result of any Vehicle accident. This charge applies irrespective of any Liability Reduction Option taken.
- d) A new Security Bond will be required for the exchange vehicle as will nomination of a new Liability Reduction Option and payment for the nominated Liability Reduction Option for the remaining hire period. In the event of a replacement vehicle being dispatched, the Vehicle Security Bond will be twice that of the original vehicle.

16. BREACH OF CONTRACT

The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any Terms and Conditions 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 the owner and the rights of the hirer under this agreement or otherwise.

17. EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at the expiration of the rental period. The owner is not liable for such variations.

18. RELEASE AND INDEMNITY OF ALLWAYS RENTAL

- a) The customer releases AllWays Rental, its employees and agents, from any liability to the customer (regardless of who is at fault), for any loss or damage incurred by the customer by reason of rental, possession or use of the vehicle.
- b) The customer hereby indemnifies and shall keep indemnified AllWays Rental, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the customer's use and/or possession of the vehicle.
- c) Any indemnity required of the customer shall not operate to indemnify AllWays Rental in respect of any negligent act by AllWays Rental.

I have read and agree to the Terms and Conditions of this agreement.

Hirer Signature: _____ Date: _____

information is correct at time of printing but is subject to change without notice.