

About Rental Cars

Terms & Conditions

1- Parties

This agreement sets out the terms and conditions of hire entered into between the cardholder and the person taking possession of the vehicle (hereinafter jointly and severally referred to as "the hirer") and Safe Rental Cars hereinafter referred to as "the owner".

The Vehicle may only be driven by the persons named on the Rental Document or in a supplementary driver's sheet attached to this agreement, and only if they are over 21 years of age and hold a current full valid driver license written in English appropriate for the Vehicle. If requested, the Hirer must produce a certified English translation of their license and or an international driver license to the owner.

2- Hirer's Obligations

2.1 The hirer must not use or allow the vehicle to be used for the transport 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.

2.2 The hirer must not:

- **(a)** Sublet or hire the vehicle to any other person;
- **(b)** Allow the vehicle to be operated outside his or her authority;
- **(c)** Operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Land Transport Act 1998.
- **(d)** Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;

- **(e)** Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
- **(f)** Operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;
- **(g)** Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) driver licence appropriate for the vehicle;
- **(h)** Operate the vehicle or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the owner.

2.3 The hirer will ensure that:

- i. all reasonable care is taken when driving and parking the Vehicle;
- ii. the water in the Vehicle's radiator and battery is maintained at the proper level;
- iii. the oil in the Vehicle is maintained at the proper level;
- iv. only the fuel type specified for the Vehicle is used;
- v. the tyres are inflated at their correct pressure;
- vi. the Vehicle is locked and secure at all times when it is not in use and the keys kept under the Hirer's personal control at all times;
- vii. the distance recorder or speedometer are not interfered with;
- viii. no part of the engine, transmission, braking or suspension systems is interfered with;
- ix. should a dashboard warning light be illuminated, or the Hirer believes the Vehicle requires mechanical attention, they will stop driving and advise the Owner immediately;
- x. all drivers authorized to use this Vehicle during the rental term are aware of and comply with these terms; and
- xi. any authorized driver always carries their driver's license with them in the Vehicle and will produce it on demand to any enforcement officer

3- Owner's Obligations

The Owner shall supply the Vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

4- Terms of the Hire and Vehicle Charges

The owner agrees to provide, and the hirer agrees to purchase the car rental services described on the Rental Agreement.

The hire will terminate when the vehicle is returned to the rental location specified on the Rental Agreement. Any unauthorized late return will attract a surcharge of \$20 per hour (up to 4 hours) and \$80 per day thereafter in addition to the daily rate. Please phone About if you wish to extend your rental, and if this is possible, we will always oblige. Vehicles hire charges are non-refundable and non-transferable. If the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies

5- Acceptance of Rental Terms & Conditions

The hirer agrees to be bound by all the terms and conditions of hire. The hirer acknowledges that he or she is fully liable for any excess owing due to damage of the rental vehicle (see clause 9) irrespective of fault.

Refer to clause 10 for collision damage waiver (CDW) conditions.

The hirer agrees that he/she has presented the credit card details noted on the Rental Agreement as a bond for the hire and that the owner is irrevocably authorized to charge this credit card for any actual or consequential liability arising out of the Rental Agreement. The cardholder and the hirer are jointly and severally liable under the terms of this agreement

6- Petrol andAdministration Charges

6.1 In the event that the Owner receives an unpaid toll notice relating to the period the vehicle was on hire, the owner will charge the hirer a \$25.00 administration fee for transfer of liability of the notice to the hirer.

6.2 In the event the Owner receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire:

- i. The Owner will notify and provide the Hirer details of the infringement notice as soon as is practical.
- ii. Provide the necessary information to the relevant authority for such notices to be directed to the Hirer.
- iii. An administration fee of \$50 will be charged to the Hirer for transfer of liability for the notice to the Hirer.
- iv. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority.
- v. The Hirer has 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.

6.3 If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. If the vehicle is returned with less than a full tank a \$25 refueling surcharge applies. The hirer is liable for the cost to refuel the vehicle and the refueling surcharge.

7- Accidents, Breakdown and Mechanical Repairs

7.1 In the event of an accident the hirer shall:

- i. Notify the owner of the full circumstances as soon as practical;
- ii. Notify the NZ Police if the accident involves injury;
- iii. Record full details of all parties, witnesses to and take pictures of the vehicles involved in the accident;
- iv. If possible, prepare a written statement of the facts signed by all parties. If agreement cannot be reached, obtain a copy of the Police report;

7.2 In the event of an accident the hirer shall not:

- i. Make any admission of liability;
- ii. Arrange or undertake any repairs or salvage without the owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

7.3 In the event that an accident renders the vehicle unfit to drive, the owner will make no refund for the unused hire period (including CDW payment if applicable) and the provision of a replacement vehicle shall be at the owner's sole discretion. The owner shall not be responsible

for the cost of transporting the hirer and any accompanying passengers away from the accident location. If the Vehicle requires repair or replacement, the Owner will decide whether to supply another vehicle and at what cost and location

7.4 If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact the owner.

7.5 If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, the owner will refund to the hirer the rental charges that relate to the period during which the car could not be used. The owner undertakes to arrange repair or replacement with another vehicle as soon as practicable.

8- Insurance

8.1 Subject to the exclusions in clause 8.3 and 8.4, the hirer and any authorized driver named in this agreement is fully indemnified in respect of any 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 any 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.

8.2 Subject to the exclusions in clause 8.3 and 8.4, the hirer and any authorized driver named in this agreement is indemnified to the extent of \$1,000,000 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 the use of the vehicle. This indemnity does not apply to any property being transported in the vehicle at the time of the accident.

8.3 Exclusions

The indemnities above shall not apply where the damage, injury or loss arises when:

- i. The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;
- ii. 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;

- iii. The vehicle is operated in contravention of clause 2.1, 2.2 or 2.3 of this agreement. In respect of breaches of clause 2.2 (e), this exclusion shall only apply where in the reasonably held opinion of the owner such a breach is willful, reckless, or of sufficient gravity that it results in the driver being disqualified from driving in New Zealand for any period (loss of license).
- iv. The vehicle is driven by any person not named in clause 1 of this agreement;
- v. The vehicle including its accessories and spare parts is willfully or recklessly damaged by the hirer or driving the vehicle under the authority of the hirer, or is lost as a result of willful or reckless behavior of the hirer or any such person;
- vi. The vehicle including its accessories and spare parts is damaged because of submersion in water, including crossing creeks, rivers or flooded fords.
- vii. The vehicle is operated outside the term of the hire;
- viii. The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;

8.4 The indemnities in clauses 8.1 and 8.2 shall not apply to the amount of the hirer's excess liability for damage.

9- Hirer's Liability for Damage

9.1 In the event that the hirer elects not to purchase Excess Reduction Cover (CDW), the hirer is absolutely liable for any damage (including damage caused by hail, storms, earthquake or other natural disasters) up to the full amount of the excess liability specified irrespective of fault.

In this context damage includes:

- i. All damage to the vehicle including windscreens, tyres, break-in or vandalism, theft, fire, towing, and recovery costs.
- ii. Damage to third party property;
- iii. Loss of use of the vehicle by the owner during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle shown in clause 4.

9.2 The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

10- Collision Damage Waiver

10.1 Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 9 to the agreed excess (deductible) subject to the following conditions and exclusions.

CDW does not cover damage or loss associated with:

- i. Any of the circumstances detailed in clause 8.3;
- ii. Cost of recovering a car that has become bogged or immovable;
- iii. Cost of replacement of lost or stolen car keys;
- iv. Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);

10.2 In the event that the vehicle is replaced under clause 7.3, CDW is not transferable to the replacement vehicle.

11- Return of the Vehicle and Termination of the Hire

11.1 The hirer shall, at or before the expiry of the term of hire, return the vehicle (including car keys) to the location specified in clause 4 of the agreement, or obtain the owner's consent to the continuation of the hire. Changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

11.2 If the vehicle is returned to a different location than that specified in clause 4 without the owner's prior consent an additional fee of up to \$800 may be charged at the owner's sole discretion.

11.3 The owner shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

- i. The hirer is in breach of any material term of this agreement;
- ii. The hirer has obtained the vehicle through fraud or misrepresentation;
- iii. The payment for the rental is in arrears;
- iv. The vehicle appears to be abandoned;
- v. The vehicle is not returned on the agreed return date;
- vi. The vehicle is damaged;
- vii. The owner considers, on reasonable grounds, that the vehicle is endangered.
- viii. The NZ Police recommend that the owner terminate the hire in the interests of road safety.

In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the owner under this agreement or otherwise.

12- Calculation of Charges

12.1 The owner calculates rental days as the number of consecutive 24-hour periods starting at the earlier of the time the rental was booked to start or the actual start time and finishing at the later of time the rental was booked to finish or the actual finish time. An extra day is charged after allowing a grace period of 1 hour and 59 minutes. Notwithstanding this, clause 4 applies in the case of unauthorized late return.

12.2 Extensions authorized by the owner are charged at the same daily rate as the original rental.

12.3 All transactions under this agreement are calculated in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the hirer's credit card. The owner accepts no liability for any such variations.

12.4 The hirer will be responsible for the entire cost of the hire should the hirer's agent's voucher they present not be paid within 60 days by the hirer's agent. The total payment will be charged to the hirer's credit card given to the owner as a security bond. The hirer agrees their only recourse is through the hirer's agent in the event of such an occurrence.

13- Release and Indemnity of the Owner

13.1 The hirer releases the owner and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

13.2 The hirer hereby indemnifies and shall keep indemnified the owner and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer by reason of the hirer's use and/or possession of the vehicle.

13.3 Any indemnity required of the hirer shall not operate to indemnify the owner in respect any negligent act by the owner.

14- Personal Injury, Personal Property and Storage of Property

14.1 Physical injuries because of an accident while in New Zealand are covered in most cases under the IPRC Act 2001.

14.2 The owner strongly recommends that all people travelling in New Zealand take out Personal Travel Insurance. The owner does not accept any liability for:

- i. Personal injuries sustained during the rental;
- ii. Damage or loss of the hirer's personal property;
- iii. Property belonging to any other person which is carried in the vehicle.

14.3 In the event that the hirer or any other person leaves any property with the owner for any reason this is entirely at that person's own risk and the owner will not accept any liability for damage or loss for any reason whatsoever.

15- Claims Against Third Party

15.1 The owner is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to the owner. The owner will provide an invoice for any amount paid to the owner by the hirer.

15.2 In the event that the hirer arranges alternate insurance cover (including complimentary credit card insurance) for the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the full sum directly to the owner and the owner will provide an invoice for the sum paid. It is not the owner's responsibility to provide to the hirer or any other party alternate repair quotes, police reports, photographs or any other information that may be required to substantiate the hirer's subsequent claim on their insurance.

16- Privacy Act

The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner is unable to hire the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer

satisfaction with products and services provided by the owner. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer; or any organizations responsible for the processing or handling of traffic related infringements; and the hirer hereby authorizes the disclosure of their personal information for such purposes.

<https://www.rentalcar.co.nz/rental-info/new-zealand-car-hire-terms>