

ROLLING RENTAL VEHICLES LIMITED TERMS AND CONDITIONS

BOOKING DEPOSIT

50% Deposit is to be paid at the time of booking to secure reservation with the balance to be paid on collection of vehicle. Full payment at time of booking is also an option.

CANCELLATION POLICY

Please note in the event of cancellation Rolling Rental Vehicles Limited will charge the following:

- 100% of the total rental if cancelled within 24hrs of pick up
- 50% of the total rental if cancelled within 7 days prior to pick up
- All other cancellations are subject to 10% of the total rental

NON ENGLISH LICENCE HOLDERS

If your licence is not in English you must also carry a translation from an approved translator, please see:

<https://www.nzta.govt.nz/driver-licences/new-residents-and-visitors/approved-translators/>

VEHICLE HIRE AGREEMENT TERMS AND CONDITIONS

1. HIRE OF VEHICLE

- a) The hire period commences at the "time out" on the "date out" and ends on the "date in" all as specified in the schedule.
- b) The vehicle must be returned to RRV at the end of the hire period at or before the "time in" specified in the schedule. If the vehicle is returned late without the prior agreement of RRV see 2(a)(v) the period of hire is deemed to be extended to the actual time of return and all terms and conditions of this Agreement will continue to apply subject to exclusion of insurance cover as provided in clause 5(a)(ix).
- c) Only the hirer and the persons named in the schedule may drive the vehicle. If the hirer is a company or other entity employees or persons in the control of the hirer and with the consent of the hirer may drive the vehicle without being named as drivers on this agreement.
- d) Only persons who are 21 years old or over and hold a current full driver's licence appropriate for the class of vehicle and valid in New Zealand may drive the vehicle during the hire period.
- e) The hirer is responsible for ensuring all drivers of the vehicle during the period of hire, whether named on this Agreement or not, comply with all of the hirer's obligations in this Agreement. The hirer is responsible and liable to RRV for failure by any driver to comply with these obligations during the period of hire.

2. PAYMENTS BY HIRER

- a) The hirer shall pay the following charges to RRV, in the amounts specified in the schedule and on the rates card:
 - i. The hire rate for the specified period of hire.
 - ii. Insurance premiums, excess waiver fee and the excess payment on any claim where insurance is provided by RRV.
 - iii. Per kilometre charge for kilometres travelled during the hire period where the hire rate does not include unlimited kilometres.
 - iv. The cleaning fee specified in the schedule if the vehicle is not returned in a tidy and clean state.
 - v. The late return fee if the vehicle is returned after the expiry of the 24 hour daily period of the last date of hire without the prior agreement of RRV.
 - vi. The late return fee is an hourly charge equivalent to one 6th of the standard daily rate applicable to the vehicle for each of the first five hours; then one 6th of the daily rate for any further period between the 6th to 24th hour of each 24 hour period that the vehicle is late but not to exceed the standard daily rate in total for each full 24 period.
 - vii. The actual cost of repair or replacement for any non-insurable accidental or mechanical damage or loss to the vehicle, its spare parts or accessories other than wear and tear as would be expected for the length of hire and type of vehicle.
 - viii. Any other charges as specifically detailed in the schedule.
 - ix. Any parking fines or traffic infringement fees for speeding, toll or traffic signal offences that are incurred in connection with the vehicle by any driver during the period of hire.
- b) The vehicle must be returned to RRV with a full tank of fuel at the hirer's cost.
- c) Credit Card Payments, Bonds, Deposits. The hirer hereby irrevocably authorises RRV to debit the hirer's credit card or apply deposit or bond money held by RRV to all charges and payments incurred or due under this Agreement that are not paid in full by the hirer or that are not known to the parties or quantifiable at the conclusion of the hire period. RRV may require full payment in advance of the hire.
 - i. Parking/infringement offences by hirer: RRV must first forward to the hirer to the address on this Agreement a copy of the infringement and/or reminder notice and information regarding the right to challenge or complain or object to the issuing enforcement authority or seek a court hearing; and RRV must advise the hirer that if the hirer does not pay on the infringement notice that RRV will make payment on receipt by RRV of a reminder notice.
 - ii. RRV may charge a fee to the hirer of \$50.00 plus GST per offence for the cost of administration and processing payment for any infringement or reminder notice.

3. HIRER'S OBLIGATIONS

- a) During the hire period the hirer shall ensure that:
 - i. the water in the radiator and battery of the vehicle is maintained at the proper levels;
 - ii. the oil in the vehicle is maintained at the proper level;
 - iii. the tyres are maintained at the proper pressure;
- b) The hirer is responsible for any damage caused by driving on under inflated tyres and for the cost of any puncture repair or tyre or vehicle or other property damage caused by puncture suffered during the hire period unless the damage or loss results from fire, theft or conversion or attempted theft or conversion of the vehicle.
- c) The hirer shall take all reasonable care of the vehicle and only use it in a safe and lawfully compliant manner during the hire period and ensure that the vehicle is secure and locked when not in use. No person may smoke in the vehicle.
- d) The hirer shall ensure that upon return of the vehicle to RRV at the end of the hire period the exterior and interior of the vehicle and all spare parts and accessories are clean and tidy and in the same condition they were at the commencement of the hire period.
- e) The hirer shall ensure that no person shall interfere with the distance recorder or speedometer during the period of hire.

4. INSURANCE

- a) The hirer acknowledges that it was offered comprehensive insurance by RRV at the time of entering this Agreement.
- b) If the hirer has elected to obtain its own insurance for the period the hirer acknowledges and agrees by signing this Agreement that the hirer (and/or its insurer) will be solely and absolutely liable to and shall indemnify fully RRV for loss of or damage to the vehicle and its accessories and spare parts or consequential loss of any nature however caused and irrespective of negligence and shall be absolutely liable and shall indemnify any third party for any damage to any property (including injury to any animal) belonging to any other person and arising out of the use or hire of the vehicle. **Hirer to initial here:**

- c) If the hirer has accepted RRV's insurance then subject to the exclusions set out below, the hirer and authorised drivers are fully indemnified (after payment of the excess) in respect of any liability he or she might have to RRV in respect of loss or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of RRV including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.
- d) Subject to the exclusions set out below and payment of the excess, the hirer and authorised drivers are 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 or hire of the vehicle.

5. EXCLUSIONS

- a) Insurance cover and indemnities referred to in clause 4 shall not apply and the hirer is solely liable as specified in clause 4(b) if the damage, injury or loss arises in any of the following circumstances:
 - i. The driver of the vehicle is under the influence of alcohol or any drug or substance 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 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. Tyre damage or loss or damage or loss as detailed in clause 3(b) and (c);
 - iv. The vehicle is operated in any race, speed test, rally or contest;
 - v. The hirer is not a body corporate or department of State and the vehicle is driven by any person other than the hirer or any other person named under clause c) of this form;
 - vi. The vehicle is driven by any person who at the time of driving does not hold a full licence or is under the age as set out in clause 1(d).
 - vii. The vehicle is wilfully or recklessly damaged by the hirer or other driver under the authority of the hirer; or the vehicle is lost as a result of the wilful or reckless behaviour of the hirer or other driver under the authority of the hirer; or the hirer or other driver does not ensure the vehicle is always kept secure and locked.
 - viii. The vehicle is operated on any of the following roads, Ball Hutt Road (Mount Cook); Skippers Road (Queenstown); Ninety Mile Beach (Northland); or any beach whatsoever; Coast Road to Russell (Northland); the Crown Range Road (State Highway 89) from Queenstown to Wanaka; all roads north of Colville on the Coromandel Peninsula; the Tapu to Coroglen Road (all parts of Rapaura Water Gardens); the 309 Road from Coromandel to Kaimarama, and the Blackjack Road from Kuaotunu and Opito;
 - ix. The vehicle is driven or in the hirer's possession or control outside the period of hire or any agreed extension.
- b) It is agreed between the owners and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if the clause constituted a contract of insurance. The hirer acknowledges by signing the front of this form that the hirer is aware of the above exclusions. **Hirer to initial here:**

6. RRV OBLIGATIONS

- a) RRV shall supply the vehicle in a safe and roadworthy condition with current registration and warrant or certificate of fitness.
- b) RRV shall be responsible for all vehicle operational costs (including but not limited to RUC charges) related to or incurred during the period of the hire other than as set out in this Agreement as payable by the hirer.
- c) RRV shall be responsible for all mechanical or accessory repairs or replacements that are not caused by or due to the hirer's or any driver's negligence or failure to comply with this Agreement.
- d) In the event of an accident or mechanical breakdown where the vehicle can no longer be used this agreement shall terminate and RRV will use its best endeavours to provide a replacement vehicle of the same or similar model on reasonable terms if a vehicle is available. The hirer may have to pay for relocation of the replacement vehicle. RRV shall not be liable to the hirer for any direct or consequential loss, cost or damage related to termination of this hire agreement pursuant to this paragraph. If RRV provides a replacement vehicle the hirer must sign a new agreement for that vehicle.

7. MECHANICAL REPAIRS AND ACCIDENTS

- a) If the vehicle is damaged or requires a repair or salvage, due to accident or mechanical failure, the hirer shall advise RRV of the full circumstances by telephone at the numbers detailed in the schedule as soon as practicable.
- b) The hirer shall not arrange or undertake any repairs or salvage nor permit or allow any person to attempt to repair or otherwise interfere with any part of the engine, transmission, braking, or suspension systems of the vehicle unless specifically authorised by RRV or as is strictly necessary in an emergency or to prevent further damage to the vehicle or to other property.

8. RESTRICTIONS ON USE OF THE VEHICLE

- a) 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 RRV for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.
- b) The hirer shall not:
 - i. sublet or hire the vehicle to any other person;
 - ii. allow the vehicle to be operated outside the hirer's authority;
 - iii. operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against sections 56, 57 or 58 of the Transport Act 1962;
 - iv. operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;
 - v. operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976 or any other Act, regulation, bylaws relating to road traffic;
 - vi. 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;
 - vii. drive or permit the vehicle to be driven by any person, if at the time of driving the driver is not the holder of a current driver's license appropriate for the vehicle;
 - viii. operate the vehicle or permit it to be operated to propel or tow any other vehicle except with the consent of RRV.

9. EARLY RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

- a) RRV may 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 or requires mechanical repairs.
- b) Subject to clause 6(d) the termination of the hiring under this clause shall be without prejudice to any other rights of either party.

10. NOTE TO HIRER

- a) RRV must give you at least one copy of this agreement.
- b) You must keep a copy of the agreement in the vehicle throughout the term of the hire and produce it on demand for inspection by any enforcement officer. **Hirer to initial here:**