

## ZEDCARS RENTAL AGREEMENT

This document is an agreement made between the rental service operator ("the operator") and the hirer whose particulars are recorded in this agreement ("the hirer"). It is hereby agreed as follows:

### Vehicle description and term of hire

1. The operator will let and the hirer will take the motor vehicle, details of which are set out in page 1 of this agreement ("the vehicle"), for the term of hire as described in this agreement.

### Persons who may drive the vehicle

2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current full driver's licence appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person's name and address. Minimum age: 21

### Payments by hirer

3. The hirer shall pay the operator for the hire of the vehicle the sum or sums specified in this agreement.

4. In addition to the payment specified in clause 3 above, the hirer acknowledges that s/he shall be liable at the end of the hire period to pay to the operator any applicable additional charges payable at the end of the term. These include charges for additional distance driven, fuel, RUC, late return, 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), traffic fines or infringement fees (see clauses 19 and 20) and the administration costs relating to those fines and fees, and toll charges. The operator will deduct such charges from the hirer's credit card during or after the term of hire is completed, or the hirer may pay such charges as agreed with the operator, such choice to be at the operator's sole discretion.

### Use of the vehicle

5. The hirer shall 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 operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
- sublet or hire the vehicle to any other person;
- allow the vehicle to be used outside his/her authority;
- operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;
- operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
- operate the vehicle, or allow it to be operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
- operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser, for the vehicle;
- drive or allow the vehicle to be driven by any other person who does not hold a current driver's licence appropriate for the vehicle;
- drive or allow the vehicle to be driven on any beach, driveway, or surface likely to damage the vehicle;
- allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.

### Hirer's obligations

6. The hirer shall ensure that:

- all reasonable care is taken when driving and parking the vehicle;
- the water in the vehicle's radiator and battery are maintained at the proper level;
- the oil in the vehicle is maintained at the proper level;
- the tyres are maintained at their proper pressure;
- the vehicle is locked and secure at all times when it is not in use;
- the distance recorder or speedometer are not interfered with;
- no part of the engine, transmission, braking or suspension systems are interfered with;
- should a warning light be illuminated or the hirer believe the vehicle requires mechanical attention, s/he stops driving and advises the operator immediately;
- no person smokes inside the vehicle.

### Operator's obligations

7. The operator shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards. The operator has the right to terminate the hire and repossess the vehicle if any of the conditions of this contract are breached or the vehicle is damaged.

### Mechanical repairs

8. If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact Zedcars or AA Assist free on **0800 734 543**.  
9. The hirer shall not arrange or undertake any repairs or salvage without the operator's prior authority. Repairs will be approved and reimbursement granted provided the hirer was not responsible for the damage.  
10. If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, the operator will refund to the hirer the rental charges that relate to the period during which the car could not be used. Zedcars will not be liable for any accommodation or living expenses incurred as a result of mechanical breakdown.

### Accidents

11. In the event of an accident the hirer shall:  
a) Notify the operator of the full circumstances as soon as practical;  
b) Notify the NZ Police if the accident involves injury;  
c) Record full details of all parties, witnesses to and vehicles involved in the accident;  
d) If possible, prepare a written statement of the facts signed by all parties. If agreement can not be reached, obtain a copy of the Police report.  
e) Not make any admission of liability;  
f) Not arrange or undertake any repairs or salvage without the operator's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

### Liability

12. If the hirer does not purchase CDW (Collision Damage Waiver), the hirer is liable for up to NZ\$1500 for:  
a) any loss of, or damage to, the vehicle and accessories;  
b) any consequential damage, loss or costs incurred by the operator, including salvage costs, loss of ability to re-hire and loss of revenue; and  
c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.  
The hirer's liability for loss or damage to the vehicle applies for each separate accident or incident up to the excess amount of NZ\$1500.

### Insurance

13. Subject to the exclusions in clause 12 and 16, the hirer and any authorised driver named in this agreement is fully indemnified in respect of any liability he or she might have to the operator in respect of the loss of or damage to the vehicle and its accessories, and is indemnified to the extent of \$10,000,000 in respect of any liability he or she might have for damage to any property.  
14. Any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 16 and the excess payable by the hirer as set out in clause 12, covered against the losses set out in clause 12.

The hirer agrees to pay a bond at the start of the hire which will be refunded once the vehicle has been returned in the same condition it was hired in.

### Collision Damage Waiver (CDW)

15. Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 12 to the agreed excess subject to the following conditions and exclusions:  
CDW does not cover damage or loss associated with:  
a) Any of the circumstances detailed in clauses 5 & 16;  
b) Cost of recovering a car that has become bogged or immovable;  
c) Cost of replacement of lost or stolen car keys;  
d) Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);  
e) Cost of repair or replacement of other products supplied with the vehicle  
f) Costs arising under clause 18.  
g) Cost of repairing punctures or damaged tyres.

### Insurance exclusions

16. The hirer acknowledges that the insurance cover will not apply and the hirer will be responsible for the total cost of any damage at any time when:  
a) the driver of the vehicle is under the influence of alcohol or any drug;  
b) the vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;  
c) the vehicle is driven in any race, speed test, rally or contest;  
d) the vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;  
e) the vehicle is driven by an unlicensed person;  
f) the vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;

g) the driver commits a traffic offence while driving the vehicle;  
h) the vehicle was being driven off road, including on any beach, riverbed or field;  
i) the vehicle was operated beyond the term of this agreement or any agreed extension of the term.  
17. It is agreed between the hirer and the operator that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if clauses 13 to 16 constitute a contract of insurance.

### Cleaning Charges

18. If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or de-odourising, the hirer will incur a charge of NZ\$50. Cleaning includes, but is not limited to, cleaning of spillage of fluids, perishable food, stains, animal odours, hair, tobacco odours, fish odours, vomit.

### Traffic offences

19. 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 for an offence where the offence was committed during the period of hire and:  
a) 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  
b) an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offence against Part 6 the Land Transport (Road User) Rule 2004.  
The operator may also charge an administration fee of \$20 in addition to the infringement fee.  
20. The operator will send the hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and 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).

### Return of vehicle

21. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or the place of return as shown on the front of this agreement, or obtain the operator's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). Unauthorised late returns may attract a surcharge of \$20 per hour (up to 4 hours) and \$50 per day thereafter in addition to the daily rate.

### Cancellation of Hire Agreement

22. The rental service operator may cancel a hire agreement without any liability to the hirer if a vehicle becomes unavailable. The hirer may cancel the hire agreement up to 5 days before the start of the hire period. If a cancellation is made within 5 days of the start of the rental period, a fee of NZ\$50 will be charged.

### Operator's liability

23. It is recommended that hirers have Personal Travel Insurance. The operator does not accept any liability for:  
a) Personal injuries sustained during the rental;  
b) Damage or loss of the hirer's personal property;  
c) Property belonging to any other person which is carried in the vehicle.

The hirer releases the operator and its employees 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. The hirer hereby indemnifies the operator 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.

Hirer's Transport Service Licence Number (if any):

(Note: If the vehicle is being used for a transport service, the Transport Service Licence must be displayed on the vehicle at all times. A transport service is a goods service, a passenger service or a vehicle recovery service. Examples of a transport service include: the operation of a truck with a GMV of 6000 kilograms or more, or the operation of a motor vehicle that is carrying passengers for hire or reward. Please ensure that the Transport Service Licence Number is written onto each copy of the rental agreement if so required.)

**NOTE – THE OPERATOR MUST GIVE THE HIRER AT LEAST ONE COPY OF THIS AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.**