

This is page 2 of 2 pages that form the Rental Agreement
An agreement made between the owner and the hirer whose particulars are entered in this agreement. **TSL 0213037**
It is hereby agreed as follows:

VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the motor vehicle described in this agreement.

DURATION OF HIRE

2. The term of hire shall be for the period as described in this agreement

PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if each such person holds a current driver's licence (particulars of which are given alongside his name and address) appropriate for the vehicle at the time when 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 of hire referred to in clause 2 of this agreement the sum as specified in this agreement.

5. In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 10 of this agreement.

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 referred to in this agreement. The total distance that the hirer may run the vehicle during the period of the hire shall not exceed kilometres.

7. The hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire. If the vehicle is returned with less petrol than when it was hired a refuelling fee of \$40 plus the cost of the petrol will apply

7a All costs incurred from recovering credit card chargebacks will be paid by the hirer.

8. Prepaid hires to a third party agency: In the event of the agency defaulting payment it is agreed that the hirer will allow their credit card to be charged and the hirer will initiate a chargeback on the agency.

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) Tyres are maintained at their proper pressure.

9. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, used during the term of the hire is the responsibility of the hirer.

INSURANCE

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

h) Dangerous or careless driving: If the driver is issued with an infringement notice or charged with an offence or there is any evidence of dangerous or careless driving, the hirer's liability is increased to \$10000. This also includes operating the vehicle on the incorrect side of the road.

i) The vehicle is operated on any of the following roads: BALL HUT ROAD, (MT COOK) SKIPPERS ROAD (QUEENSTOWN), or any beach whatsoever.

j) Incorrect fuelling of vehicle.

OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe and roadworthy condition.

The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

14. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practicable. **THE HIRER IS ADVISED TO PHOTOGRAPH THE SCENE QUICKLY.**

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 or salvage are necessary to prevent further damage to the vehicle or to 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. Driver fault breakdowns will be charged at cost to the hirer.

The vehicles owners and agents liability shall not exceed the daily rate paid for the hire. The hirer is advised to seek general travel insurance to cover against additional costs.

USE OF THE VEHICLE

17. 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 the owner for use in a passenger service licensed under Part VII of the Transport Act 1962 or exempted from licensing under that Act. A GPS tracking device may be fitted to the vehicle and information may be disclosed to other parties.

18. The hirer shall not:

a) Sublet or hire the vehicle to any other person

b) Permit the vehicle to be operated outside his authority;

c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against section 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 drug);

d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest;

e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle

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 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 his 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. The hirer shall, at or before the expiry of term of hire, deliver the vehicle to the owner's place of business or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire.

If the vehicle is returned and it is our opinion that it is extensively dirty outside or inside, then a \$50 cleaning fee will be charged

The hirer is liable for all costs including ferry fees incurred in transporting the vehicle back to the owner's place of business.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE. REPLACEMENT OF VEHICLE

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.

In the event of an accident no refund of unused hire will be made. Provision of a replacement vehicle is at owner's discretion.

Windscreen and Tyre Damage.

Broken windscreen, punctures and damaged tyres are at the cost of the hirer.

Where vehicles are fitted with audio systems, air conditioning, GPS and any other accessories, these items are supplied "gratis" and do not form any part of any Rental Contract unless specifically stated.

Scotties welcomes honest and fair reviews. If you have had a problem contact us at care@scotties.co.nz so we can put things right. Malicious or mendacious reviews on public sites will be referred to our legal team. The hirer agrees not to post malicious or mendacious reviews and agrees to pay all legal costs associated in getting them removed.

ALL CHARGES SUBJECT TO FINAL AUDIT E&OE