

AGREEMENT TO HIRE RENTAL VEHICLE

An agreement made between the owner and the Hirer whose particulars are entered, it is hereby agreed as follows:

HIRE OF VEHICLE

1. The Owner (herein named Cambridge Rental Cars Ltd) agrees to let the Hirer named and described overleaf (herein called the Hirer) the motor vehicle (herein called the vehicle) for the term set out herein.

DURATION OF HIRE

2. The term of the hire shall be for the period as described overleaf.

PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire by the hirer and persons described on the attached authorized drivers list and only if:
 - i. They hold a current drivers license valid in the place for the rental of the class of vehicle hired, and
 - ii. They have never been convicted of an offence relating to driving a motor vehicle under the influence of alcohol or drugs or with a blood alcohol level over the legal limit, and:
 - iii. They have correctly set out their particulars overleaf.

PAYMENTS BY HIRER

4. The Hirer shall pay the owner as payment for the hireage of the vehicle for the period specified in clause 2 of this agreement the Hirer charge at the rate referred to overleaf.
 - i. If the Hirer or any person whilst driving the vehicle has the vehicle confiscated for any length of time by an officer of the law or any other person during the hire period, then the Hirer agrees to pay for those extra days which exceed the due date of return of the vehicle, at the rate referred to overleaf, until such time as the vehicle is returned to the owner.
5. In addition to the payment specified in clause 4 of this agreement, the Hirer shall pay to the owner the insurance charge at the rate referred to overleaf, for the insurance cover set out in clause 11 of this agreement.
6. The Hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire.
 - i. If the vehicle is returned with less than a full tank, Cambridge Car Rentals will charge \$3.50 per litre to refill.
7. An infringement of \$30.00 will be charged for processing parking, speeding or any other infringement notices.

HIRERS OBLIGATIONS

The hirer shall ensure that

8. (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) The tyres are maintained at their proper pressure.
9. The Hirer shall ensure all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE

10. Should any damage occur to the vehicle during the term of the hire, the Hirer will be required to pay for the repair or the excess specified overleaf, whichever is the lesser amount.
11. Subject to the exclusion set out below, the Hirer and any driver authorized to drive the vehicle is fully indemnified in respect to 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.

Subject to the exclusions set out below, the Hirer and any driver authorized to drive the vehicle is indemnified to the extent of \$1000,000 in respect of any liability he might have for damage to any property belonging to any other person and arising out of the use of the vehicle.

EXCLUSIONS

12. 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 other 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 Hire or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
 - (c) The vehicle operated in any race, speed test, rally or contest.
 - (d) The operator is not a body corporate, 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 drivers license appropriate for that vehicle.
 - (f) The vehicle is willfully or recklessly damaged by the Hirer or any other person named on the authorized drivers list or driving the vehicle under the authority of the Hirer or is lost as a result of the willfully or reckless behavior of the Hirer or any such person.
 - (g) The vehicle is operated on any beaches.
 - (h) The vehicle is operated outside the terms of the hire or any agreed extension of that term.

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 constituted a contract of insurance.

The Hirer acknowledges that he is aware of the exclusions above and also acknowledges that he shall be liable in respect of the insurance as stated on this document for any damages or loss referred to in the insurance cover specified in the clause.

OWNERS OBLIGATIONS

13. The owner shall supply the vehicle in a safe and roadworthy condition.
14. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by terms of this agreement those costs are payable by the Hirer including tyres which are damaged other than by fair wear and tear and windscreen damage. The Owner is not liable to the Hirer for any indirect, special incidental or consequential damages relating to this agreement.
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.

MECHANICAL REPAIRS AND ACCIDENTS

15. 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 or fax within 24 hours and each accident where damage exceeds \$500.00 be reported to the closest Traffic Dept. and a file number must be obtained.
16. The Hirer will 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 other property.
17. The Hirer shall ensure that no other 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. Where the Hirer has breached this agreement, Hirer is liable without limitation, for all Damage and third party Damage, however caused and whether intentional or not.

USE OF THE VEHICLE

18. The Hirer shall not use or permit the vehicle to be used for 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.
19. 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 tow or propel any other vehicle.
 - (f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, The Traffic Regulations Act 1976, or any other Act regulations, or bylaws relating to road traffic, or drive in an unsafe manner for the condition of the road.
 - (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 drivers license appropriate for the vehicle.

RETURN OF VEHICLE

20. (a) The Hirer shall at or before the expiry of the term of hire, deliver the vehicle to the address from which the vehicle was hired or to such place of business of the owner or the owner's agent as may be agreed upon or obtain the owners consent to the continuation of hire.
- (b) If the vehicle is returned in our opinion in an excessively dirty condition inside or out, a cleaning fee of \$100 will be charged.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

21. 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 hireage under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the Hirer under the agreement or otherwise.

COLLISION DAMAGE WAIVER

22. When optional collision damage waiver is purchased, the excess reduces to \$500.00+ GST.

NOTE TO HIRER

THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER OR OTHER AUTHERISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.