



TAX INVOICE

G.S.T. No. 50-485-056
 Operator's Transport
 Service Licence No. 248908

AGREEMENT TO HIRE RENTAL VEHICLE

Date:..... Client No.....

FLEET No. MAKE/MODEL REG No. COLOUR ORDER No.

HIRER'S FULL NAME & PERMANENT ADDRESS PHONE No.					DATE OF HIRE..... TIME AM/PM				
					DATE TO BE RETURNED TIME..... AM/PM				
					EXTENDED TO				
TEMPORARY ADDRESS _____					SPEEDO/HUB IN				
WORK ADDRESS _____					SPEEDO/HUB OUT				
WORK PHONE _____ CELLPHONE _____					TOTAL km				
NAMES AND ADDRESSES OF ADDITIONAL DRIVERS					PER KM CHARGE/UNLIMITED KM OPTION (Circle One)				
1. _____					Hire Charges are Daily / Weekly / Monthly (Circle One)				
2. _____					km @				
3. _____				 Days @				
LICENCE DETAILS					INSURANCE DAYS @.....				
LICENCE NO.					TOTAL HIRE				
ISSUED BY					DELIVERY FEE				
EXPIRY DATE					WINDSCREEN WAIVER				
BIRTH DATE					BABYSEAT - RACK - CHAINS ETC				
CLASS					TOTAL CHARGE INCL GST				
RESTRICTION				 hrs @ % Daily Rate				
SIGNATURE					EXTRAS TOTAL INCL GST				
					DEPOSITS				
					BALANCE OWING/REFUND				

HIRER'S LIABILITY - See Clause 16
 The hirer acknowledges that if he/she uses the operator's insurance, he/she is liable to pay the excess amounts referred to in clause 16 in respect of the damage, loww or costs referred to in clause 12.

Signature of Hirer
 The hirer should not sign this unless he/she un derstands the effect of signing this clause.

INSURANCE EXCLUSIONS - See Clause 17
 The hirer acknowledges that he/she is aware of the exclusions set out in clause 17.

Signature of Hirer
 The hirer should not sign this unless he/she un derstands the effect of signing this clause.

REJECTION OF INSURANCE - See Clause 19
 (Only complete this section if the hirer is arranging his.her own insurance)
 If the hirer rejects the insurance cover offered by the operator, the hirer accepts that the vehicle is hired to him.her at his/her own risk and that he/she is liable for losses, costs and damages as set out in clause 19.

Signature of Hirer
 The hirer should not sign this unless he/she un derstands the effect of signing this clause.

LIABILITY FOR INFRINGEMENT FEES - See Clause 20-23
 The hirer acknowledges his/her liability for the offences described under clause 20 and rights under clause 21.

Signature of Hirer
 The hirer should not sign this unless he/she un derstands the effect of signing this clause.

Address the vehicle is to be returned to:
 25 East Street, Papakura, Auckland
Charges/adjustments for late/early return: No refund for early return. Full day charges will be made for each day the vehicle is returned late.

The total distance thatthe hirer may run the vehcile during the period of hire shall not exceed kilometres.

TOOLS SPARE JACK

CASH AMEX DINER M/CARD VISA OTHER

CREDIT CARD DETAILS

RENTAL VEHICLE ASSOCIATION RENTAL AGREEMENT

Note that the following words, which reflect the intention of the Schedule 3 of the Operator Licensing Rule 2007, are intended to compromise the core of the rental agreement. The actual layout of this agreement is a separate matter. If any changes are to be made to the template agreement, the RVA hirer strongly recommends seeking independent legal advice.

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 on 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.

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 she/he shall be liable at the end of the hire period to pay 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 20 to 23) and the administration costs relating to these 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:
 - a. 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");
 - b. sublet or hire the vehicle to any other person;
 - c. allow the vehicle to be used outside his/her authority;
 - d. 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
 - e. operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
 - f. 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, any other Act, regulations, rules or bylaws relating to road traffic, or the Freedom Camping Act 2011;
 - g. 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;
 - h. drive or allow the vehicle to be driven by any other person if at the time of driving the vehicle the driver does not hold a current driver's licence appropriate for the vehicle;
 - i. drive or allow the vehicle to be driven on any roads excluded in clause 17(h) of the agreement, or on any beach, driveway, or surface likely to damage the vehicle; or
 - j. 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:
 - a. all reasonable care is taken when driving and parking the vehicle;
 - b. the water in the vehicle's radiator and battery are maintained at the proper level;
 - c. the oil in the vehicle is maintained at the proper level;
 - d. the tyres are maintained at their proper pressure;
 - e. the vehicle is locked and secure at all times when it is not in use;
 - f. the distance recorder or speedometer are not interfered with;
 - g. no part of the engine, transmission, braking or suspension systems are interfered with;
 - h. should a warning light be illuminated or the hirer believe the vehicle requires mechanical attention, s/he must stop driving and advise the operator immediately.

Operator's obligations

7. The operator shall supply the vehicle in a safe and road worthy condition, up to current Certificate of Fitness standards.

Mechanical repairs and accidents

8. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the operator of the full circumstances immediately.
9. The hirer shall not arrange or undertake any repairs or salvage without the operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
10. If the vehicle requires repair or replacement, 24 hour roadside assistance is available to the hirer. The operator will not charge the cost for replacement vehicles and the hire cost will be refunded.

Return of vehicle

11. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or to the operator's agent's place of business 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). If the hirer does not comply with this clause 11, the hirer shall be liable for charges for the late return of the vehicle.

Liability

12. The hirer is liable for:
 - a. any loss of, or damage to, the vehicle and its 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 is covered by the operator's insurance in clause 14 up to the value of \$ in respect of clauses 12 (a) and (b), and \$ In respect of clause 12(c).

Insurance

13. The hirer is advised that motor vehicle Insurance must be offered by the operator, but the hirer can make his/her own insurance arrangements, provided they are approved by the operator. If the operator is not satisfied that the hirer's insurance is comparable to the operator's, the operator may decline to hire the vehicle.

14. If the hirer elects to use the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 17 and the excess payable by the hirer as set out in clause 16, covered against the losses set out in clause 12. This clause does not apply if the hirer rejects the operator's insurance.
15. The insurance premium is \$35 per day for drivers under 25 years old, which is included in the charge.
16. The excess Payable by the hirer is \$2,750 plus GST or \$3,200 plus GST for drivers under 25 years old in the case of damage to, or accidents involving, the vehicle only ("single vehicle accidents") and covered by full insurance in the case of accidents involving the vehicle and one or more other vehicles ("multiple vehicle accidents"). On payment of liability reduction insurance of \$2,000 per day for four days or more (special rates apply for payments over 20 days); by the hirer, the excess payable by the hirer is 20% less \$2,750 plus GST, or 20% less \$3,200 plus GST for single vehicle accidents and 20% less the full insurance amount for multiple vehicle accidents.

Insurance exclusions

17. The hirer acknowledges that the cover referred to in clause 14 will not apply 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 wilfully 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 and on shingle; or
 - i. the vehicle was operated beyond the term of this agreement or any agreed extension if the term.
18. 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 17 constitute a contract of insurance.

Hirer uses his/her own insurance

19. If the hirer elects to use his/her own insurance s/he accept all liability for all losses, costs; and damages set out in clause 12(a) to (c), and agrees that clause 14 does not apply to such losses, costs and damages.

Infringement offences

20. The hirer is advised that he/she is liable for an offence committed during the period of hire where the offence:
 - 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 or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004; or
 - c. was an offence under section 20(1) of the Freedom Camping Act 2011 involving the use of the hire vehicle.
21. The hirer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on the operator for any of the offences set out in clause 20(a) to (c), and authorises the operator to debit the hirer's credit card with such infringement fee and costs, including an administration cost of \$25.00 plus GST per infringement notice received.
22. If the operator receives an infringement notice for a particular offence, or only receives a reminder notice for a particular offence, the operator will send the hirer a copy of the notice and the rental service agreement within 5 working days, and:
 - a. In the case of the operator receiving an infringement notice, notify the hirer that the operator will debit the hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement upon receipt of a reminder notice.
 - b. In the case of the operator receiving a reminder notice only, notify the hirer that the operator will debit the hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement.
23. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to seek a court hearing (within 58 days from the date of issue of the Infringement notice or 28 days from the date of issue of the reminder notice).

Cancellation of Hire Agreement

24. The rental service operator or the hirer may cancel the hire agreement if 24 hours notice of cancellation is provided and/or if the vehicle is abandoned (the hirer will be charged the cost of all losses arising from the abandonment; and/or if the vehicle is not returned at the agreed time and/or date in which case a full day charge will be imposed for each day the vehicle is returned late;
25. If the agreement is cancelled the rental service operator and the hirer must ensure that onus is made in writing, over the telephone or optionally over e-mail, within 5 working days for the hirer to be entitled ???

Hirer's Transport Service Licence No. (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.)