Agreement to hire rental vehicle

An agreement made between the owner and the hirer whose particulars are entered on Rental Agreement Part A attached. It is hereby agreed as follows:

Section one-General Conditions of hire

VEHICLE DESCRIPTION:

1. The owner will let and the hirer will take on hire the motor vehicle described in Rental Vehicle Agreement Part A Section 1, hereinafter referred to as "the vehicle".

DURATION OF HIRE:

2. The term of hire shall be for the period as described in the Rental Agreement Part A Section 1.

PERSON WHO MAY DRIVE THE VEHICLE

3. The vehicle may be driven during the period of the hire only by the hirer and the persons named on the Rental Agreement Part A section 2 and only if they hold a current driver's license appropriate for the vehicle at the time when they are driving the vehicle. No driver may drive the vehicle while under the influence of drugs or excess blood alcohol.

PAYMENTS BY THE HIRER

4. The hirer shall pay to the owner as payment for the of the vehicle for the period of the hirer referred to in clause 2 of this agreement, the hire charge at the rate referred to in Rental Agreement Part A section 4.

5. In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the insurance charge at the rate referred to in the Rental Agreement Part A Section 3 for the insurance cover set out in clause 10 in 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 Rental Agreement Part A section 4. The distance that the hirer may run the vehicle during the period of the hire shall not exceed …… kilometres. If this clause is not completed, then the distance restriction is not applicable to this hire.

7. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

HIRER'S OBLIGATION

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) The 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 is left securely locked when not in use.

INSURANCE ACCEPTANCE & CDW

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 the respect of the loss of revenue or other expenses of the owner 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 $250,000 in the 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 (also refer to clause 3 of the owners' conditions of hire) 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 causes or contributed to the damage of loss, and the hirer or the 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 other than the hirer or any other person named in the Rental Agreement Part A Section 2

(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 license appropriate for that vehicle

(f) The vehicle is wilfully or recklessly damaged by the hirer or any other person named in the Rental Vehicle Agreement Part A Section 2 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

(g) The vehicle is operated on any of the following roads: Ball Hut access road, Mt Cook; Skippers Road, Queenstown; The Crown Range, Wanaka/Queenstown either way; 90 Mile Beach, Northland; Cape Colville to Port Jackson Road, Coromandel; Te Anau to Milford Sound Road (4 & 6 berth Motorhomes only)

(h) Vehicles are not permitted on all ski field access roads in both the North and South Islands from 01 June to 31 October. This means you cannot drive your vehicle up to a ski field car park and/or any part of the access road to the ski field. You will be responsible for all damage if travelling on these roads.

(i) The hirer is operated outside the term of the hire or any agreed extension of that term. It is agreed between the owner and the hirer that section eleven (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.

HIRER'S LIABILITY

The hirer acknowledges that the hirer is liable for the damages or loss to the extent indicated under the heading "hirer's liability" on Rental Vehicle Agreement Part A of this contract. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle.

REJECTION OF INSURANCE

11. If insurance is rejected the hirer accepts by his signature on Rental Vehicle Agreement Part A that the vehicle is hired to him at his own risk in respect to loss or damage to the vehicle and consequential loss by the owner. The hirer by his signature on the Rental Vehicle Agreement Part A accepts that he may be liable to the owner for any loss or damage to the vehicle and consequential loss. If insurance is rejected the hirer accepts by his signature on Rental Vehicle Part A that he has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

OWNERS OBLIGATION

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

13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire expect to the extent that by the terms of this agreement those costs are payable by the hirer. NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

14. Freedom Campers Ltd vehicles are always fully maintained and serviced. This does not stop the occasional breakdowns and small problems. Minor repairs to mechanical items and oil consumptions up to $100 per purchase will be reimbursed against receipts on the

completion of rental. Should larger problems be encountered please ring our head office toll free on 0800 324 939 for further assistance. Freedom Campers will then approve the repairs if the hirer was not directly responsible for the damage. In all cases the responsibility of Freedom Campers is limited to refunding for the time the vehicle was actually in repair. No alternative accommodation or food items will be paid for during down time. Malfunction of Radio/Cassette players, TV's, Video's, Microwave, Stove and Grill, Air condition units, Fridge, Water pump, Shower, Lights, Water intrusion due to extreme weather and toilet are not considered mechanical breakdowns and downtime will not be paid for these items. Towing or retrieval of damaged vehicles to the closest Freedom Campers depot is not covered under Standard Cover and CDW Damage protection. The cost of the towing or retrieval will be charged to the hirers credit card or deposit/bond held.

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 email as soon as practicable.

16. 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.

17. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, expect in an emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

USE OF THE VEHICLE

18. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for the hire or reward unless the vehicle is hired with the knowledge of the owner for the use in a passenger service licensed under Part VII of the Transport Act 1962 or exempted from licensing under the 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 and blood alcohol or under the influence of drink or drug).

(d) Operate the vehicle, or permit it be operated to propel or tow any other vehicle

(e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulation 1976, or any other Act, Regulations, or Bylaws relation to road traffic.

(f) 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 the goods specified in the certificate of loading for the vehicle.

(g) Drive or permit the vehicle to be driven by any person if at the of his driving the vehicle the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.

RETURN OF THE VEHICLE

20. The hirer shall, at or before the expiry of the term, deliver the vehicle to the address from which the vehicle was hired or to such a place of business of the owner or the owner's agent as may be agreed upon or obtain the owner's consent to the continuation of hire.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OF DAMAGE

21. The owner shall have the right to terminate the hire and take immediate possession of the vehicle of the hirer fails to comply with any of 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 other rights of the owner and the rights of the hirer under this agreement or otherwise.

Section two-OWNERS CONDITIONS OF HIRE

1. **DURATION OF HIRE**

(a) The hire shall be for the period specified in Rental Agreement Part A and the hirer must return the vehicle together with all tyres, tools, accessories and equipment in the same condition as received, normal wear and tear excepted, to the place and on the date specified in Rental Vehicle Agreement Part A, or sooner if deemed by the owner (such demand not to be made by the owner without reasonable cause).

(b) If the vehicle is retained over the agreed period of hire, without notifying the owner, the hirer renders himself liable to arrest for unlawful conversion. At the discretion of the owner's time in excess of that agreed will be charges at the daily rate as fixed by the owner's scale of the chargers.

(c) If the hirer fails to return the vehicle to the owners premises, he shall be liable to the owner's scale of charges incurred in the collection or relocation of the vehicle including the cost of Owner employing agents to track the whereabouts of the vehicle and all monies held on behalf of the hirer will be retained to defray expenses incurred.

2. HIRER'S OBLIGATIONS

(a) The hirer may not attach any item or equipment to the vehicle unless written agreement is first granted to the hirer by the owner.
(b) Joint hirers and all drivers are jointly and severally responsible under the rental agreement. The hirer will be held fully responsible for engine damage if the radiator cap is not properly replaced and sealed on checking fluid levels. The hirer is responsible to check and maintain all fluid and fuel levels and must immediately rectify and/or report to head office any defect of which you become aware. The owner, on presentation of receipts, will remise refill of all fluids except petrol and diesel. The hirer shall drive the vehicle in a careful and cautious manner and will not do or allow anything to be done to harm the vehicle. The hirer shall be responsible for any mechanical failure except for wear and tear. The hirer shall not use the vehicles for anything other than its intended purpose, or allow use of the vehicle to carry passengers or goods for the hire. The hirer shall not allow the vehicle to be used to carry volatile liquids, corrosive or inflammable materials or explosives.

3. INSURANCE EXCLUSIONS

(a) The hirer is responsible for all windscreen damage/replacement and tyre damage/replacement costs, except where the excess reduction option covers all or part of this liability.
(b) The hirer chooses to refuse the insurance covers offered and has signed both the insurance rejection and liability clause in Rental Vehicle Agreement Part A.
(c) The vehicle through neglect, misjudgement if dimensions or inattention is damaged by the hirer or any other person named as drivers within Rental Agreement Part A, or is lost as a result of the neglect, misjudgement if dimensions or inattentive behaviour of the hirer or any such person.
(d) The hirer has given the owner false information in applying for the hire of the vehicle or any other vehicle.

4. INSURANCE VOIDED IF

(a) Vehicle is driven on any beach or through any water course
(b) If the hirer or driver has caused damage or injury by driving on the incorrect side of the road. Vehicle is insured on sealed or metalled public road only.
(c) Insurance shall only cover the external body work of the vehicle. Any damage to the interior shall only be covered if such damage occurred during an accident for which the hirer or authorised driver is indemnified.

5. PAYMENTS BY HIRER

The hirer is expressly responsible to pay the owner on demand:

(a) All rental charged specified on the Rental Vehicle Agreement Part A

(b) All fines and court costs for parking, traffic or other offences incurred in relation to the vehicle by the hirer or the owner from the commencement of Rental Vehicle Agreement Part A until the vehicle is returned except where caused through fault of the owner.

(c) Any goods and services tax or local or government or other taxes payable in respect of any of the chargers set out in Rental Vehicle Agreement or above.

(d) All loss or damages to the vehicle and, contents, except where caused through the fault of the owner, or previously noted in the attached Vehicle Condition Report, or unless exempted by the hirer's acceptance of insurance cover and conditioned contained in the insurance and Exclusions sections of this agreement.

(e) All loss or damage to the motor vehicle (including loss of use) legal expenses, towing and recovery chargers where:

(a) You have left the vehicle unlocked and left the keys in the vehicle

(b) You have not kept the keys secure and under your personal control.

(c) The underbody of the vehicle is damaged regardless of cause when no other vehicle is involved. (Included with Excess Reduction option 2)

(d) The vehicle is totally or partially immersed in water regardless of cause

(e) The interior of the vehicle is damaged regardless of the cause

(f) The vehicle is damaged by driving it under or into an object lower than the height of the vehicle. (Included with Excess Reduction option 2)

(g) You have failed to maintain all fluid levels or have failed to immediately rectify or report to the owner any defect of which you become aware.

(h) Incorrect or contaminated fuel has been added to the fuel tank or freshwater tank.

6. BONDS

The owner may require payment of damage and cleaning bonds by the hirer when Rental Vehicle Agreement is signed. These are refundable in full to the hirer on completion of the hire when the vehicle is returned to the owner provided no uncleanliness, loss or damage has occurred, and after the deduction of all due chargers.

(a) Damage bond - The hirer shall provide a damage bond as security for all underbody overhead, exterior and interior damage to the vehicle and its contents, which may be caused wilfully, recklessly or through neglect or misjudgement of dimensions as set out within the Insurance and Exclusions clauses of this document

(b) Cleaning bond - the hirer shall provide a cleaning bond held as security for all additional cleaning and repair chargers which may be incurred to the fridge, stove, cutlery, utensils, squabs, bedding, linen and the vehicle interior. Fair wear and tear expected. The van must be returned in a reasonable clean condition.

(c) In the event of the hirer committing a breach of any terms or conditions contained with this rental agreement all monies including bond payments held on behalf of the hirer will be retained to defray expenses incurred. The hirer authorises the owner to process any credit card voucher held on hirer's behalf for any charges incurred.

7. DAMAGE, ACCIDENTS AND LOSS

(a) Prior Damage Before taking collection of the vehicle, the hirer is advised to check himself that any damage on the vehicle has been noted on the attached Vehicle Condition Report. If any disputes shall arise to whether or not damage was occasioned prior to or during the hiring, the owner's note or absence of note, of any damage shall be taken as conclusive evidence of condition of the vehicle as at the commencement of rental.

(b) Accident

The hirer must inform the owner within 24 hours, excluding Christmas Day, of any loss or damage occurring to the vehicle or any fault, reasonably requiring repair, developing thein and must not in the case of damage or fault which makes the vehicle unroadworthy or liable to cause danger to any person or property, use the vehicle until such damage or fault has been repaired or corrected. Authorisation for expenditure in excess of $100 must be obtained from the Owner prior to commencement of the repairs. Office hours and telephone numbers are listed on the Rental Vehicle Agreement Part A.

(c) Loss The owner shall not be liable for the loss of or damage to any property left, stored or transported by the hirer or any other person in or upon the vehicle either before or after the return thereof to the owner. The hirer hereby agrees to hold the owner harmless from and indemnify the owner against all claims based upon or arising out of such loss or damage, unless caused by the negligence of the owner.

(d) An immediate police or traffic department report is essential on all damage and loss involving other vehicles, property or persons or the Comprehensive Damage Waiver (CDW) is void and all moneys

held on behalf of the hirer will be retained to defray expenses incurred. (

e) In the event of damage rendering the vehicle unusable there is absolutely no guarantee given that a replacement vehicle can or will be provided.

8. RETURN OF VEHICLE

(a) The hirer will, at the expiration of the term of hire, peacefully give up possessions of the said vehicle to the owner at the owner's place of business, or to the owner's agent at the agents place of business and will, if the said vehicle is not so returned, obtain the consent of the owner to his continuing and will to his continuing to hire to a later date and time, agreeing to pay such further chargers therefore as may be fixed by the owner's scale of chargers, and failing his so doing or, as the case may be, failing his returning the said vehicle at the later date and time, whichever is the earliest, the owner will be entitled to treat such failure to return the said vehicle as a breach of contract. (b) No refunds will be given if the vehicle is returned prior to the expiry date of the original rental period shown on Rental Vehicle Agreement Part A.

9. LAW OF NEW ZEALAND This agreement shall be governed by the Law of New Zealand

10. MISCELLANEOUS

(a) If for any reason the vehicle booked is not available at the commencement of the hire, the owner shall have the right to replace the vehicle with an alternative vehicle of similar seating capacity and facilities. If no such alternative vehicle is available, then the hirer shall be repaid any rental charge or deposit paid by him/her but otherwise he/she shall have no claim of any kind against the owner.

(b) The owner reserves the right to refuse to hire a vehicle to any person(s).

(c) No action or statement by the owner or his servants or agents, unless endorsed heron, shall be deemed to be a waiver of any condition of the agreement.

(d) The Transport Licensing Regulation 1984 provide that the hirer shall at all times during the period of hire carry his copy of this agreement in the vehicle, and the hirer or other authorised driver shall produce such a copy for inspection on demand by any Enforcement Officer

11. AA ROAD SERVICE 24-HOUR HELPLINE 0800734543

Freedom Campers Head Office is open 7 days a week, except Christmas Day. Any problems associated with the vehicle, including equipment failure, must be reported as soon as possible on 0800 324 939 and within 24 hours

in order to give Freedom Campers the opportunity to rectify the problem during the rental. Failure to do so will compromise any claims for compensation. We do not accept any liability for any claims submitted after this period.

12. ANIMALS AND PETS

Freedom Campers does not allow the carriage of pets or any animals in their vehicles whilst on rental. Carriage of pets or animals will render the contract void, and the rental bond and cleaning bond will be retained and used for having the vehicle properly cleaned and fumigated

13. MAXIMUM NUMBER OF PASSENGERS

I agree that the vehicle rented may only be used with the maximum number of passengers as is shown on the rental agreement or as dictated by the licensing authorities. Freedom Campers will not accept and liability if these terms are breached.

14. FUEL

The fuel (petrol/diesel) tanks in all vehicles are full on pick up and must be full on return by the hirer. The charge for the owner adding fuel will be at pump price plus a handling fee of $30 if on return the vehicle is found not to be full, the vehicle will be topped up and charged to your credit card.

15. WRITING AND CALCULATION ERRORS ON RENTAL AGREEMENT

The charges as set out herein are not final. Should a writing and/or a calculation error occur, I authorise Freedom Campers to charge my credit card for any shortage or in case of over payment, receive payment from Freedom Campers.

16. AWNING DAMAGE OR REPLACEMNT COSTS

All costs associated with the full replacement or damage repairs to the awning, where included, shall be borne by the hirer. Awning damage or full replacement is not covered by any of the Damage Protection options, CDW or Standard Cover.

17. SMOKING POLICY

All vehicles are smoke free including vaping, and any breaches will incur a refreshing fee of $200.