

Rental Car Village (Transport License Number 61875) - YOUR AGREEMENT WITH US.
This Rental Agreement is made on the date specified on the reverse side hereof (the "Agreement") between Rental Car Village Limited ("the Operator") and the Hirer ("the Hirer") whose name and address appears in the Agreement. The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties.

The Operator and Hirer agree as follows:

1. VEHICLE DESCRIPTION

The Operator will let and the Hirer will take on the motor vehicle ("the vehicle") as described in the attached Agreement on the terms set out in this agreement. "The Vehicle" refers to all models & variants of motor vehicles hired from the Operator.

2. DURATION OF HIRE

We agree that you may have the Vehicle until the return date on the attached agreement.

2.1 Campervans and Rental Cars

Campervans and Rental Cars are hired on a Calendar Day Basis and must be returned before 4 pm on the final day of hire. Vehicles returned after 4 pm charged \$25 per hour, to maximum \$200 per day overdue.

2.2 City Cars

City cars are hired on a 24 hour basis and must be returned by the time stated on the contract. Overdue cars incur a penalty fee of \$25 per hour, to a maximum of \$100 per day overdue, plus applicable km rate.

2.3 Extensions for All Vehicles

To extend the hire, you must phone our office in advance to check availability on free phone 0800 33 44 44, or (09) 376 9935; or email hire@rentalcarvillage.com. Authorized extensions are charged at the average daily hire rate, excluding any discounts. Free km allowance (if any) and cost for additional km are charged at the same rate as stated on the original contract, regardless of how long the extension is for. Once an extension has been authorized, the cost will immediately be charged to the credit and/or debit card listed on the Rental Agreement, and is non-refundable.

3. PERSONS WHO MAY DRIVE THE VEHICLE

3.1 The Vehicle may only be driven during the period of hire, by the persons described in the Agreement, who hold a current full drivers license, and are:

- a) 21 years or over, or
- b) 18 – 20 years of age, who have held a full license for at least one year can drive a Rental Car or Micro Campervan. Persons under 21 years of age must not drive an Economy Campervan.

4. PAYMENT BY THE HIRER

4.1 The Hirer shall pay for the period of hire as specified on the Agreement and any authorized extension of that term, mileage charge for all km exceeding the free km, charges for any optional services or products the Hirer has chosen to accept, including insurance options.

4.2 The Hirer shall pay for all petrol, stove gas, and other fuel (but not oil) used in the Vehicle during the period of the hire, and a refueling charge if the Vehicle is returned with less fuel than when rented. You will not receive a refund if the Vehicle is returned with more fuel than when you received it.

4.3 Vehicles returned which require a car wash are charged a \$25 fee. Additional cleaning charges may apply.

4.4. An immediate fee of \$150 applies for smoking related cleaning, as smoking is not permitted in the vehicle.

4.5. A reasonable collection fee if the Vehicle is not returned to our location specified on the attached agreement.

4.6. Towing, storage and impound fees.

4.7 If during an unauthorized extension, the vehicle receives a traffic infringement for an expired COF or Registration, the Hirer will be held liable for the full cost of this infringement.

4.8 Damage to the Vehicle, its accessories, or extras hired, including those which become apparent following termination of the hire.

4.9 The Operator will not honor calculation errors. Should a calculation error occur, the Operator will charge for the shortfall.

4.10 Administration fee of 2% applies to all Visa, MasterCard, American Express and Diners Cards.

4.11 Cost to replace keys which are lost or retrieval of keys which have been locked inside the vehicle.

4.12 Non-mechanical call-out fees including (but not limited to) the vehicle running out of fuel, flat batteries as a result of the lights or keys being left on, or a breakdown as a result of damage caused in an accident.

5. REFUNDS

5.1 Obtain a receipt for any oil used and we will reimburse you for this expense.

5.2 Obtain a receipt for any repairs required to keep the Vehicle in a safe and roadworthy condition. If the repair cost is more than \$100, you must phone us first.

5.3 Late pickup or early return of the vehicle does not entitle the hirer to any refund of unused portion of the hire cost.

5.4 Relocation fees (one way hire fees) are non-refundable.

6. HIRER'S OBLIGATIONS

6.1 The water in the engine reservoir is maintained at the proper level. Check this every 1,000 km while the engine is cold.

6.2 The oil in the Vehicle is maintained at the proper level and checked every 1,000 km. If unsure, ask the gas station attendant to check this for you every. Keep the receipt as we will refund you for oil purchased.

6.3 The tyres are maintained at their proper pressure.

6.4 Stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle (within 24 hours).

6.5 Ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

6.6 Animals are not permitted in the vehicle at any time, excluding guide dogs.

6.7 Smoking is not permitted in the vehicle.

6.8 RED warning light appears on dash board: Stop vehicle immediately and call for assistance. Hirer is responsible for damages caused by failure to stop vehicle.

6.9 ORANGE warning light appears on dash board: Item needs attention soon, check systems (oil) and drive carefully to nearest locality for assistance. Wait until the engine cools down before checking water. Hirer is responsible for damages caused by failing to check item at earliest opportunity.

7. INSURANCE

7.1 Subject to the exclusions set out below, the Hirer and any driver authorized to drive the Vehicle is fully indemnified in respect of any liability he might have to the Operator in respect of the loss or damage to the Vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the Operator including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts.

7.2 Subject to the exclusions in clause 8 set out below, the Hirer and any driver authorized to drive the Vehicle are indemnified to the extent of \$1,000,000 in respect of any liability he/she 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.

7.3 The Hirer is liable for any damages caused by any 3rd party, and this will only be refunded if the Operator is successful in recovering costs for damages from the 3rd party.

7.4 If the hirer has purchased the Zero Excess, they will not be liable for any damage to or loss of the Vehicle, or damages to other property. However the Zero Excess does not exempt the hirer from liability for any breach of the exclusions in clause 8. The Zero Excess applies to the first accident only.

7.5 The insurance excess applies to each accident claim, and not per rental. A security bond covering the insurance excess shall be immediately charged to the hirers debit and/or credit card for any accident reported.

8. INSURANCE EXCLUSIONS

8.1 The Hirer acknowledges that they shall be liable in respect of the first of the damage or loss referred to in the insurance cover specified in this clause to the amount of the excess shown on the agreement. This includes damage or loss resulting from vandalism, fire, theft or conversion or attempted conversion of the vehicle, or damages caused by any 3rd party.

8.2 Insurance does not cover water submersion or salt water damage, damage to roof, underbody, vehicle interior, or damage to any extras hired.

8.3 Personal belongings and personal injury are not covered. We recommend the hirer has their own Travel Insurance.

8.4 The Hirer will be responsible for the cost to retrieve or recover a vehicle, which has become bogged or abandoned, regardless of insurance options taken.

8.5 The Vehicle is willfully or recklessly damaged by the Hirer or any other person named in this agreement of driving the vehicle under the authority of the Hirer, or is lost as a result of the willful or reckless behavior of the Hirer or any such person.

8.6 The Vehicle is operated outside the term of the hire, or agreed extension of that term.

8.7 The Vehicle is driven outside the Specified Area (refer to "Travel Within" on reverse side)

8.8 The Vehicle is used to transport dangerous or noxious substances

8.9 The Vehicle is used for any illegal purposes

8.10 The Vehicle is operated on any of the following roads: Ball Hutt Road (Mount Cook), Skippers Road (Queenstown), Ninety-mile beach (Northland), or any beach or off-road activity.

8.11 None of the insurance options cover the incorrect use of the vehicle, its accessories or fuel. The Hirer will be responsible for any associated costs.

8.12 If the vehicle is stolen, and you cannot produce the original set of keys.

8.13 In addition to the above exclusions, the Hirer must not:

- (a) sublet or hire the vehicle to any other person;
- (b) allow the vehicle to be operated outside his or her authority;
- (c) operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Act;
- (d) operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;
- (e) operate the vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
- (f) operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;
- (g) drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver licence appropriate for the vehicle.
- (h) operate the vehicle or permit it to be operated to propel or tow any other vehicle;

9. OPERATORS OBLIGATIONS

9.1 The Operator shall deliver the vehicle in a safe and roadworthy condition.

9.2 The Operator shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those cost that are payable by the Hirer. Note: the Hirer shall as notify the Operator as soon as practicable (within 24 hours) of any complaints, defects or failure of the vehicle or accessories, or claims against the Operator or its agents. If the Hirer fails to do so the Hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from.

10. MECHANICAL REPAIRS AND ACCIDENTS

10.1 If the Vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the Hirer shall advise the Operator of the full circumstances by telephone or in writing as soon as practicable (within 24 hours).

10.2 The Hirer shall not arrange or undertake any repairs, or salvage the Vehicle without the authority of the Operator except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.

10.3 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.

10.4 The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. If a replacement Vehicle is not available, the Operator will not be liable for any accommodation or living expenses incurred. However the hirer will be refunded for any days they cannot use the vehicle (at the average daily hire rate).

10.5 If an Exchange Vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the nearest pickup location. The Operator reserves the right to provide the Exchange vehicle subject to an increased Hirer's liability and/or to decline to offer the Zero Excess cover for the replacement vehicle. The Operator may offer the Hirer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver or tow truck to deliver the exchange vehicle to the Hirer's location. This charge applies irrespective of any excess reduction taken.

10.6 Where vehicles are fitted with radio; radio/cassette players, heater/air con and any other accessories, these are supplier 'gratis' and do not form any part of any Rental Contract.

11. RETURN OF VEHICLE

If the Vehicle is returned outside business hours, you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of our staff. The Hirer must follow instructions stated at the drop off location on where to park the vehicle. Failure to follow instructions could result in the vehicle being towed away and the Hirer will be liable for this cost, plus the average daily hire cost until the vehicle is recovered and able to be inspected.

12. IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

The Operator shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the Hirer, and the Hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

- 12.1 The Hirer is in breach of any material term of this agreement;
- 12.2 The Hirer has obtained the vehicle through fraud or misrepresentation;
- 12.3 The payment for the rental is in arrears;
- 12.4 The vehicle appears to be abandoned;
- 12.5 The vehicle is not returned on the agreed return date, or the Operator reasonably believes the vehicle will not be returned on the agreed date;
- 12.6 The vehicle is damaged;
- 12.7 The Operator considers, on reasonable grounds, that the vehicle, or its passengers, are endangered.
- 12.8 We retain any other rights and remedies provided by law. We can repossess the Vehicle and charge you if we do this and you will not have any right to compensation. If you continue to operate the Vehicle after the right to do so is terminated, you agree we have the right to notify the police the Vehicle has been stolen. You hereby release and discharge us from any liability arising from such notice.

13. OVERDUE ACCOUNTS

The Operator reserves the right to charge interest at the rate of 2% per month on any outstanding balance owing from the end of the hire, until payment is received. The Operator further reserves the right to recover from the Hirer all costs and/or expenses incurred in repossessing the Vehicle or instructing a solicitor or debt collection agency to recover any amount overdue for payment, and such cost and expenses shall bear interest as provided for above. In addition, I (the Hirer) agree that if I default in my payment obligations to the Operator, information about my default may be given to Veda Advantage, and Veda Advantage may give information about my default to other Veda Advantage customers.

14. WHAT TO DO IF THE VEHICLE IS IN AN ACCIDENT OR STOLEN OR LOST

14.1 You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible (within 24 hours).

14.2 You and any driver must not admit responsibility to anyone in relation to the accident.

14.3 If possible, take a photo of the accident scene at earliest opportunity.

14.4 If police attend or if report is made to the police, obtain the name of police officer, file number and name of police station.

14.5 If any other Vehicles are involved, obtain the name and address of the other vehicle driver, make, model and registration number, their insurance company and policy number, as well as details of other vehicle Operator or owner of that vehicle.

14.6 You and any driver must forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

14.7 You agree to provide assistance to us and our insurers in any legal proceedings to be brought by us in your name, and defending any proceedings brought against you.

14.8 You must return the original keys and report the theft or loss to the police as soon as reasonably possible if the Vehicle is lost or stolen (within 24 hours).

15. HIRER'S LIABILITY FOR INFRINGEMENT AND PARKING FEES

The Operator reserves the right to charge a \$60 administration fee, plus the cost of the infringement fee or fine, to the hirer's debit card and/or credit card listed on reverse of this agreement for (but not limited to):

- (a) an offence detected by approved vehicle surveillance equipment that is:
 - (i) a speeding offence; or
 - (ii) an offence in respect of failure to comply with the directions given by a traffic signal; or
 - (iii) a toll offence; or

[Note: 'Approved vehicle surveillance equipment' is a defined term.]

(b) parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004; or

- (c) infringement notices for incorrectly using bus lanes; or
- (d) private parking breach notices; or
- (e) stopping, parking, sleeping and/or camping in breach of any bylaw.

16. EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially charged to your credit and/or debit card and the amount refunded at expiration of the rental period. The Operator is not liable for such variations.

17. RELEASE AND INDEMNITY

17.1 The Hirer releases the Operator, its employees and agents, from any liability to the Hirer (regardless of who is at fault), for any loss or damage incurred by the Hirer by reason of rental, possession or use of the vehicle.

17.2 The Hirer hereby indemnifies and shall keep indemnified the Operator, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Hirer's use and/or possession of the vehicle.

17.3 Any indemnity required of the Hirer shall not operate to indemnify the Operator in respect of any negligent act by the Operator

NOTE TO HIRER

Rental Car Village 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 authorized employee of the ministry of transport. All accidents must be reported within 24 hours.