



Up front and honest!

Auckland City
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Agreement Number

TAX INVOICE

G.S.T. No. 64-741-160

An agreement made the ... day of ... between Omega Rental Cars Limited TSL 72234/01 of 75 Beach Road (hereinafter called the Owner) of the one part, and

Full name of Hirer:

Address of Hirer:

Empty box for Hirer details

Licence Number:

(Hereinafter called the Hirer) of the other part.

It is hereby agreed as follows:

Vehicle Description

1. The Owner will let and the Hirer will take on hire the following motor vehicle, that is to say a

Table with columns: Make & Model, Registered No.

(Hereinafter referred to as the vehicle).

Duration of Hire and Return Location

2. The term of hire shall commence at Wellington City at on and shall cease at on
The vehicle shall be returned to:

Table with 2 columns: Return of Vehicle, Unauthorised Late Returns

Person Who May Drive Vehicle

3. In addition to the hirer the vehicle may be driven during the period of hire only by the persons named in this clause, and only if they hold a current driver's licence appropriate for the vehicle at the time they are driving the vehicle.

Name of Driver Date of Birth Licence Number

Only Drivers listed here may drive the vehicle

Payments by Hirer

Table with 4 columns: Item, Qty, Rate, Total. Includes rows for Traffic Infringements, AA Roadside Assistance, and Total inc. G.S.T. Received.

Signature of Owner

Signature of Hirer

Insurance Exclusions

The Hirer acknowledges that he or she is aware of the exclusions to the insurance cover specified in clause 16 of this agreement.

Signature of Hirer

You should not sign this unless you are sure you understand its effect.

Hirers Liability - Excess

The Hirer acknowledges and agrees that: he/she is liable for the first \$1500.00 for any damage or loss in respect of the vehicle hired regardless of whether such loss or damage is due to the fault or otherwise of the hirer.

Hirers Liability - Liability

The Hirer acknowledges and agrees that he/she is liable for the first \$400.00 of any damage or loss in respect of accessory items hired, including but not limited to snow chains, roof racks, child car seats, mobile phone and Satellite Navigation System (GPS) regardless of fault.

Credit Card

The hirer has presented a credit card by way of bond or payment for the hire referred to herein and any actual or consequential liability arising out of this agreement may be billed directly to this charge card and that the cardholder's will be deemed to have been made on the appropriate charge voucher.

Acknowledgement

The hirer acknowledges and confirms that he/she has read and understood the terms and conditions of the agreement and in particular the insurance provisions including the exclusions to insurance cover as set out in clause 16 herein.

CREDIT CARD:

Grid for credit card details

EXP DATE

Grid for expiry date

Signature of Hirer

You should not sign this unless you are sure you understand its effect.

The terms and conditions on the back form part of this contract and the hirer agrees to be bound by the terms and conditions including the insurance exclusion conditions on back.

### **The Hirer's Obligation.**

5. 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 of the vehicle are maintained at their proper pressure.
6. 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.

### **Owners Obligations.**

7. The owner shall supply the vehicle in a safe and roadworthy condition.
8. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except that by the terms in this agreement those costs are payable by the Hirer.  
Note: 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.**

9. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown or any other cause, the Hirer shall advise the owner of the full circumstances by telephone as soon as possible.
10. The Hirer shall not 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.
11. 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 of the vehicle.

### **Use of the Vehicle**

12. The Hirer shall not 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 the Transport Services Licensing Act 1989.
13. The Hirer shall not-
  - (a) Sublet or hire the vehicle to any other person;
  - (b) Permit the vehicle to be operated without his or her authority;
  - (c) Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence to 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 operate under the influence of any 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 1976 or any other Act, regulations or bylaws relating 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 the goods specified in the certificate of the loading of the vehicle;
  - (h) Drive or permit the vehicle to be driven by any other person if at the time of driving the vehicle the Hirer of the vehicle is not the holder of a current drivers license appropriate for the vehicle.

Where damage to the vehicle is caused by a breach of clause 13 the hirer shall be responsible for the full cost of repair notwithstanding that collision damage waiver may have been purchased.

### **Return of the Vehicle**

14. (a) The Hirer shall at or before the expiry of the term of hire, deliver the vehicle to the location specified in clause 2 of this agreement, or obtain the Owners consent to the continuation of the hire.
  - (b) 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.

### **Immediate Return of Vehicle Where Default or Damage.**

15. 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 agreement, or if the vehicle is damaged. The termination of the hire under this clause shall be without prejudice or other rights of the Owner and the rights of the Hirer under this agreement or otherwise.

### **Insurance Conditions.**

16. 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 or she might have to the Owner in respect of the loss or damage of the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the Owner, including towage 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 authorized to drive the vehicle, is indemnified to the extent of \$1,000,000 in respect of any liability he or 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.

### **Exclusions to Insurance Cover.**

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 or her ability to drive the vehicle.
- (b) The vehicle is in an unsafe or unroadworthy condition that arose further the course and that caused or contributed to the damage or loss, and the Hirer or driver was aware of 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 vehicle is driven by any person not named in clause 3 of this agreement;
- (e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a drivers license appropriate for the vehicle.
- (f) The vehicle is willfully or recklessly damaged by the Hirer or any other person named in clause 3 of this agreement or driving the vehicle under the authority of the hirer, or is lost as a result of willful or reckless behavior of the Hirer or any such person;
- (g) The vehicle is operated outside the term of the hire or any agreed extension of the term;
- (h) The vehicle is operated in breach of clause 13 of this agreement;
- (i) In the event the driver is charged with an infringement/offence as a result of an accident, the hirers liability is increased to the replacement cost of the vehicle or a minimum of \$5000.
- (j) The vehicle is operated on any of the following roads Skippers Canyon, any beaches.
- (k) Any damage is caused during the fitting or use of snow chains & roof racks while the vehicle is on hire.
- (l) In the event of a single vehicle accident the cost of towing and /or salvage of the vehicle is at the hirers expense.

It is agreed between the owner and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply to the above as if this clause constituted a contract of Insurance.

The general effect of this provision is that an exclusion will not apply if the hirer proves on the balance of probability that the damage was not caused or contributed to by the matters to which the exclusion applies.

### **Replacement of the Vehicle.**

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

### **Note to Hirer.**

The owner must give you at least one copy of this agreement. A copy must be kept in the vehicle through out the term of the hire and produced on demand by any police officer, or other authorized employee of the Ministry of Transport.

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