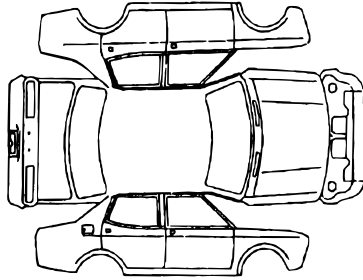




**DELIVERY ADDRESS:**  
142 EVERGLADE DR.  
MANUKAU, AUCKLAND  
NEW ZEALAND



# RENTAL AGREEMENT

NO. \_\_\_\_\_

**CONTACT:**

MOBILE: 027 227 3147  
OFFICE: 09 268 2513 FAX: 09 268 2567  
FREE PHONE: 0800 284 922  
EMAIL: info@simplecarrentals.co.nz  
SKYPE: simple.car.rentals  
WEBSITE: www.simplecarrentals.co.nz  
FACEBOOK: www.facebook/simplecarrentals

REG: \_\_\_\_\_ MAKE/MODEL: \_\_\_\_\_ COLOUR: \_\_\_\_\_

HIRER'S FULL NAME & ADDRESS \_\_\_\_\_ DATE OUT: \_\_\_\_\_ TIME: \_\_\_\_\_  
 \_\_\_\_\_ DATE IN: \_\_\_\_\_ TIME: \_\_\_\_\_  
 \_\_\_\_\_ EXTENDED TO: \_\_\_\_\_ TIME: \_\_\_\_\_  
 \_\_\_\_\_ FLIGHT IN: \_\_\_\_\_ FLIGHT OUT: \_\_\_\_\_  
 \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ HIRER'S LIC NO. \_\_\_\_\_  
 PHONE: \_\_\_\_\_ ISSUED BY: \_\_\_\_\_ SPEEDO OUT: \_\_\_\_\_ KM  
 OCC'P'N \_\_\_\_\_ EXPIRY DATE: \_\_\_\_\_ SPEEDO IN: \_\_\_\_\_ KM  
 EMAIL: \_\_\_\_\_ FUEL OUT: **FULL**

NAME & ADDRESS OF ADDITIONAL DRIVERS:	EXPIRY DATE:	D.O.B.:	LIC NO.	ISSUED BY:
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

**AUTHORISED DRIVER'S SIGNATURE:** 1. \_\_\_\_\_ 2. \_\_\_\_\_

I the hirer, declare that I have held a full drivers licence and I have read and understood the terms and conditions (on both sides) of this agreement. I accept the terms and conditions of the hire and agree to be bounded by:

I the hirer, am aware of the clauses on page 2 hereof which forms part of the contract, in particular the clauses 10 and 11 relating to insurance.

Where credit card details or change account appear of this agreement I the hirer elect to pay all amounts due under this agreement by that credit card or account. All additional charges relating to this rental contract may be charged to my credit card as imprinted. Any overdue amounts may incur administration charges including collection fees and related costs.

Signature of the hirer: X \_\_\_\_\_ Signature of owner / on behalf of owner: X \_\_\_\_\_

**REJECTION OF INSURANCE** I the hirer accept that the vehicle is hired to me at my own risk in respect of loss of or damage to the vehicle and consequential loss by the owner. I the hirer accept that I will be liable to the owner for any loss or damage to the vehicle and consequential loss.

Hirer's Signature: X \_\_\_\_\_

I the hirer accept that I have no insurance cover under this agreement in respect of any damage or injury or loss caused to any person or property

Hirer's Signature: X \_\_\_\_\_

**YOU SHOULD NOT SIGN THESE UNLESS YOU ARE SURE THAT YOU UNDERSTAND ITS EFFECTS**

**ACCEPTANCE OF INSURANCE:** I the hirer agree to pay for the insurance cover provided under clause 10 and acknowledge that I am aware of the "EXCLUSIONS" in clause 10 of this agreement on the other side hereof and elect to pay motor vehicle insurance.

**HIRER'S LIABILITY**  
I the hirer acknowledge that I shall be liable for up to \$ \_\_\_\_\_ including GST in respect of single vehicle accidents and for up to \$ \_\_\_\_\_ including GST in the case of all other accidents in respect of loss of or damage to the vehicle and consequential loss to the owner referred to in the insurance cover specified in clause 10 which includes the damage to the windscreen and tyres. This does not apply to the damage or loss resulting from fire or from the theft or attempted theft or conversion of the vehicle.

Hirer's Signature: X \_\_\_\_\_

**YOU SHOULD ONLY SIGN THIS IF YOU ARE SURE THAT YOU HAVE UNDERSTOOD ITS EFFECTS.**

Charges: (Inc Insurance & GST)  
 Hire \_\_\_\_\_ Days @ \_\_\_\_\_ = \_\_\_\_\_  
 Waiver \_\_\_\_\_ days @ \_\_\_\_\_ = \_\_\_\_\_  
 TOTAL = \_\_\_\_\_  
 Less Payment \_\_\_\_\_ = \_\_\_\_\_  
 Balance Owing \_\_\_\_\_ = \_\_\_\_\_  
 Car Seats \_\_\_\_\_ @ \_\_\_\_\_ = \_\_\_\_\_

**IMPRINTED HIRER CREDIT CARD DETAIL**

CARD NO. \_\_\_\_\_  
 NAME: \_\_\_\_\_  
 EXPIRY DATE: \_\_\_\_\_  
 AUTHORISATION NO. \_\_\_\_\_  
 CARDHOLDER'S SIGNATURE: \_\_\_\_\_

## AGREEMENT TO HIRE RENTAL VEHICLE

An agreement made between the owner and the hirer whose particulars entered on the reverse side in the agreement. It is hereby agreed as follows:

### Vehicle Description

1. The owner will let and the hirer will take on hire the motor vehicle described in this agreement on the reverse side.

### Duration of Hire

2. The term of hire shall be for the period as described in this agreement on the reverse side hereof.

### Persons who may Drive the Vehicle

3. The vehicle may be driven during the period of hire only by the persons described in this agreement on the reverse and only if each such person holds a full current driver's licence for a minimum of five years (particulars of which are given alongside his name and address) appropriate for the vehicle at the time when they are driving the vehicle.

### Payments by Hirer

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement the sum specified in this agreement.
5. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay the owner the sum specified in the agreement for the insurance cover set out in clause 10 of this agreement on the reverse - page 1.
6. In addition to the payment specified in clause 4 and 5 of this agreement the hirer shall pay to the owner on termination of the hiring - a distance charge at the rate referred to in this agreement on page 1.
7. The hirer shall pay for the petrol / fuel (not oil) used in the vehicle during the period of hire.

### Hirer's Obligations

8. The hirer shall ensure that:
  - a) The water in the radiator and battery of the vehicle is maintained at required level.
  - b) The oil in the vehicle is maintained at the required level.
  - c) The tyres are maintained at the required pressure.
  - d) The puncture repairs are the responsibility of the hirer.
9. It is the responsibility of the hirer to ensure that all reasonable care is taken in handling and parking the vehicle and securely locking while not in use.

### Insurance

10. Subject to the exclusions set out below, the hirer and any authorised driver to drive the vehicle is fully indemnified in respect of any liability he/she might have to owner 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 owner including **towing & salvage costs** associated with the recovery of the vehicle and its accessories and spare parts. The hirer is liable for an amount up to the sum specified on the reverse side of this agreement, in respect of the damage/loss of the vehicle which **includes** any damage to **windscreen & tyres**. This does not apply to the damage/loss resulting from the fire or from theft or attempted theft or conversion of the vehicle. Subject to the exclusions set out below, the hirer and any authorised driver are indemnified to the extent of \$250,000 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.

### Exclusions

- 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 un-roadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or 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 not named in clause 3 of the agreement.
  - e) The vehicle is driven by any person who at the time of driving the vehicle has been disqualified from holding or has never held a driver's licence appropriate for the hired vehicle.
  - f) The vehicle is willfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result or willful, careless or reckless behavior or the hirer or any such person.
  - g) The vehicle is operated on any of the following roads:  
Skippers Road (Queenstown)  
Ninety-Mile Beach (Northland) or any beach/off road activity.
  - h) The vehicle is operated outside the term of the hire or any agreed extension of that term.
  - i) Failure to complete an insurance claim form within 24 hours of an accident may make you totally liable.
  - j) The vehicle is operated in contravention of clause. It is agreed between the owner and the hirer that section 11 of the insurance law reform at 1977 will apply with respect to the above exclusions as if this clause constituted a contract of insurance.

### Rejection of Insurance

11. When this clause is accepted on page one of the agreements the hirer accepts that the vehicle is hired at his/her own risk and accepts liability to the owner in respect of loss or damage to the vehicle and consequential loss. The hirer accepts there is **no insurance cover under this agreement** in respect to any damage, injury or loss caused to any person or property. This clause is deleted if the hirer chooses to accept the insurance cover.

### Owner's Obligations.

12. The owner shall supply the vehicle in a safe road worthy condition.
13. The owner shall be responsible for all ordinary and extraordinary cost of running the vehicle during the term of the hire except 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.

### Mechanical Repairs and Accidents

14. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise owner of the full circumstances by telephone or fax within 24 hours.
15. 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 the other property.
16. 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 or the vehicle.

### Use of the Vehicle

17. The hirer shall not use or permit the vehicle to be used for carriage of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licenced under Pt VII of the transport Law Reform Act 1962 or exempted from licencing under the act.
18. The hirer shall not:
  - a) Sublet or hire the vehicle to any other person.
  - b) Permit the vehicle to be operated outside his/her 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 drugs)
  - 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 propel or tow any other vehicle:
  - f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1992, the Traffic Regulation 1976, or any other Act, regulations or bylaws 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 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 licence appropriate for this vehicle

### Return of Vehicle

19. The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the owner's specified place of business or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire. At the time of termination the hirer will be liable for damage found during the grooming and inspection of the vehicle.

### Immediate Return of Vehicle where Default or Damage

20. The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

21. In the event that an accident renders the vehicle un-roadworthy, the owner will make no refund of unused hire period and the provision of a replacement vehicle shall be at the owner's sole discretion. In these circumstances the owner shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location, or responsible for any accommodation costs.

### Early Returns

22. Early returns of the vehicle will incur a penalty and / or recalculation of daily rate.

### Traffic/Parking Infringement Notice:

23. **The hirer acknowledges/accepts that New Zealand law permits the holder of the rental service license to charge the infringement fee to the Hirer's credit card for offences incurred during the period of hire. It could be any traffic offence or parking offence. An administration fee of \$50.00 for each offence will be charged on the hirer's credit card.**

### IMPORTANT NOTES TO THE 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 authorised employee of the Ministry of Transport.**

**Please replace the fuel used during the hire, otherwise it will be replaced at your expense and a fill up fee may be charged. A cleaning charge will be levied for cars returned in an unclean condition. Failure to get written approval for change of drop off will incur drop off fees. All extensions must be approved 24 hours before original drop off date. All parking and traffic violations are the responsibility of the hirer and may incur administration charges, including collection fees and related costs.**

I DECLARE THAT I AM 21 YEARS OF AGE OR OVER AND HAVE READ AND FULLY UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT;

Signature of the hirer X \_\_\_\_\_