

## AERODRIVE TERMS & CONDITIONS

This Hire Agreement comprises these terms and conditions and the attached rental document setting out the vehicle hire details and is provided with every vehicle ("Rental Document"). This Agreement is between AERODRIVE Car Limited ("the owner") and the cardholder or the person and/or company signing the Rental Document ("the hirer")

## VEHICLE DESCRIPTION AND TERM OF HIRE

1. The owner agrees to hire the vehicle, detailed in the Rental Document ("the vehicle"), for the term of hire detailed in the Rental Document and Vehicle Condition Report. Vehicles are categorised in car classes. The owner reserves the right to provide a similar model if the representative model mentioned on the website is not available.

## WHO MAY DRIVE THE VEHICLE

2. The vehicle may only be driven by the persons named on the Rental Document or in a supplementary driver's sheet attached to this Agreement, and only if they hold a current full (non-probationary), valid driver's licence appropriate for the vehicle. The minimum age for drivers is 21 years.

## PAYMENTS BY HIRER

3. The hirer shall pay the owner the hire amount specified in the Rental Document; and authorizes the owner to charge all amounts payable by the hirer to this account. The "hirer's account" means a nominated debit card, credit card, or pre-arranged charge account.

4. The hirer acknowledges that they shall be liable at the end of the term to pay to the owner any applicable additional charges payable at the end of the term. These may include:

- A fee to cover additional drivers;
  - A surcharge for drivers under the age of 25;
  - Additional charges for distance driven (as specified in the Rental Document for every kilometre run);
  - Charges for petrol or other fuel used (but not oil);
  - Toll road charges and transaction fees of NZ \$2.30 (Failure to pay will incur \$35.00 Admin fee.);
  - Charges for late return of the vehicle (exceeding the 1-hour grace period);
  - Charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
  - Charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
  - Traffic and/or parking offence infringement fees;
  - The administration fees as specified in the Rental Agreement;
  - Any surcharges in connection with the use of a debit or credit card by the hirer;
  - Additional accessories, products, and services the hirer agrees to purchase;
  - Full replacement cost for lost, stolen or damaged accessories supplied; and
  - Any other charges the owner may deem appropriate.
5. The owner will charge the above amounts to the hirer's account at any time, or the hirer may pay such charges as agreed with the owner, such choice to be at the owner's sole discretion.
6. If the hirer fails to pay any charges due under this Agreement within 14 days of the due date, the owner may, without prejudice to any other rights or remedies the owner may have or be entitled to, charge the hirer and the hirer must pay all additional costs as detailed below:
- Interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the due date to the date of payment of all money owed to the owner;
  - All costs incurred by the owner for the collection of the unpaid money by a debt collection agency or other external or legal agency (including legal fees on a solicitor client basis); and
  - An administration fee of NZ \$50.00 (plus GST).

## USE OF THE VEHICLE

7. The hirer agrees not to:
- Use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the owner's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
  - Sublet or hire the vehicle to any other person;
  - Allow the vehicle to be used outside their authority or without their authority;
  - Operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 or 58 of the Act (which relates to driving under the influence of alcohol or drugs);
  - Operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
  - Operate the vehicle, or allow it to be operated, in breach of the Act, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
  - 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 road user charge certificate, whichever is the lesser, for the vehicle;
  - Drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's licence appropriate for the vehicle;
  - Drive or allow the vehicle to be driven on any roads excluded in clause 31(v) of these terms, or on any beach stated in clause 31(l), driveway, or surface likely to cause damage to the vehicle;
  - Allow the vehicle to be driven by any person who is not named or described in the Rental Document as a person permitted to drive the vehicle;
  - Operate the vehicle or allow it to be operated to propel or tow any other vehicle;
  - Transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
  - Operate or allow the vehicle to be used in involvement with any illegal activity; or
  - Allow any person to smoke inside the vehicle.

## HIRER'S OBLIGATIONS

8. The hirer will ensure that:
- All reasonable care is taken when driving and parking the vehicle;
  - The water in the vehicle's radiator and battery is maintained at the proper level;
  - The oil in the vehicle is maintained at the proper level;
  - Only the fuel type specified for the vehicle is used;
  - The tyres are inflated at their correct pressure;
  - The vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
  - The distance recorder or speedometer are not interfered with;
  - No part of the engine, transmission, braking or suspension systems are interfered with;
  - Should a dashboard warning light be illuminated, or the hirer believes the vehicle requires mechanical attention, they will stop driving and advise the owner immediately;
  - All drivers authorised to use this vehicle during the term of hire are aware of and comply with these terms; and
  - Any authorised driver carries their driver's licence with them in the vehicle at all times and will produce it on demand to any enforcement officer.
9. A copy of this agreement is kept in the vehicle throughout the term of hire and produced without delay for inspection on demand by an enforcement officer.

## OWNER'S OBLIGATIONS

9. The owner shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

## PETROL AND OTHER FUEL

10. The hirer is responsible for the cost of fuel used during the hire.
- If the hirer elects to take the fuel purchase option at the start of the hire, no refund is made for remaining fuel on return of the vehicle.
  - If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. In the event that the vehicle is returned with less than a full tank a \$25 refuelling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

## MECHANICAL REPAIRS AND ACCIDENTS

11. If any warning light is activated or the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the owner or AA roadside assistance of the full circumstances by telephone immediately.

12. The hirer shall not arrange or undertake any repairs or salvage without the owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases receipts must be submitted for any repair.

13. A 24 Hour Roadside Assistance (through AA Roadside Assistance) is free for all inherent mechanical faults in the vehicle (as determined by the owner or its authorised repairer). For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be payable by the hirer.

14. If the vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the owner's sole discretion.

15. In the event of an accident the hirer shall:

- Notify the owner of the full circumstances as soon as practical;
  - Notify the NZ Police if the accident involves injury;
  - Record full details of all parties, witnesses to and vehicles involved in the accident;
  - If possible, prepare a written statement of the facts signed by all parties. If agreement cannot be reached, obtain a copy of the Police report;
16. In the event of an accident the hirer shall not:

- Make any admission of liability;
- Arrange or undertake any repairs or salvage without the owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

17. In the event that an accident renders the vehicle unfit to drive, the owner will make no refund for the unused hire period (including CDW payment if applicable) and the provision of a replacement vehicle shall be at the owner's sole discretion. The owner shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location. In the event that the owner decides to offer the hirer an alternative vehicle, the vehicle shall be made available at the closest branch, not delivered to the accident location. The owner reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer CDW cover for the replacement vehicle.

## RETURN OF VEHICLE

18. The hirer will, on or before the expiry of the term, deliver the vehicle to the agreed rental location described in the Rental Document or obtain the owner's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). Changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

- If the hirer does not comply with this clause, and does not immediately return the vehicle, the owner may report the vehicle as stolen to the Police and the hirer must compensate the owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.
- If the vehicle is returned to a different location without the owner's prior consent an additional fee of up to \$800 may be charged at the owner's sole discretion.
- In the event that the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies.

## LIABILITY

19. The hirer is liable for:

- Any loss of, or damage to, the vehicle and its accessories;
- Any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue; and
- Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

## INSURANCE

20. The hirer acknowledges that motor vehicle insurance is offered by the owner, followed by standard liability excess. The hirer can make their own insurance arrangements, provided these are approved by the owner. If the owner is not satisfied that the hirer's insurance is comparable to the owner's, the owner may decline to hire the vehicle.

21. If the hirer elects to use the owner's insurance, any driver named in the Rental Document as a person permitted to drive the vehicle is, subject to the damage administration fee in clause 25, the excess payable by the hirer as noted in clause 24 and the insurance exclusions set out in clause 31, covered against the losses set out in clause 19

22. The hirer's liability is covered by the owner's insurance as set out in clause 19, up to the value of \$150,000 in respect of the above sub-clauses 19(a) and 19(b), and \$5,000,000 in respect of sub-clause 19(c). This clause 18 does not apply if the hirer rejects the owner's insurance.

23. If the hirer elects to use the owner's insurance, the insurance premium is included in the hire charge.

24. If the hirer elects to use the owner's insurance, the excess payable by the hirer is as specified in the Rental Document and is payable for each and every incident involving the vehicle. If the damage is excluded under the owner's insurance, the excess will be considered part payment toward the total damage cost and any additional cost will be charged to the hirer in accord with clause 4.

25. An additional Damage Administration fee of NZ \$75.00 (plus GST) will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the hirer elects to use the owner's insurance or has their own insurance policy. This fee may be refunded if it is proven that the damage was not due to the hirer's fault.

## LIABILITY FOR DAMAGE

26. In the event that the hirer elects not to purchase our Full Cover (Collision Damage Waiver), the hirer is absolutely liable for any damage (including damage caused by hail, storms, earthquake or other natural disasters) up to the full amount of the excess liability specified irrespective of fault.

In this context damage includes:

- Any and all damage to the vehicle including windscreens, tyres, break-in or vandalism, theft, fire, towing and recovery costs.
- Damage to third party property;
- Loss of use of the vehicle by the owner during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle shown in clause 1.
- The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

## COLLISION DAMAGE WAIVER (CDW)

28. Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 26 to the agreed excess (deductible) subject to the following conditions and exclusions.

CDW does not cover damage or loss associated with:

- Any of the circumstances detailed in clause 31;
- Cost of repair or replacement of tyres
- Cost of recovering a car that has become bogged or immovable;
- Cost of replacement of lost or stolen car keys;
- Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);
- Cost of repair or replacement of other products purchased;
- Costs for cleaning.

29. During the hire period the Collision Damage Waiver (CDW) can only be used once for the damage that has occurred first. Once the CDW is used Your Insurance Excess reverts to the Basic Insurance Excess. Also, the additional benefits of CDW no longer apply.

30. In the event that the vehicle is replaced under clause 17, CDW is not transferable to the replacement vehicle.

## INSURANCE EXCLUSIONS

31. The hirer acknowledges that the cover referred to in clause 22 will not apply:

- at any time when the driver of the vehicle is under the influence of alcohol or any drug;
- at any time when 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;
- at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the vehicle;
- at any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
- at any time when the vehicle is driven by anyone not named or described in the Rental Document as a person permitted to drive the vehicle (unless the hirer is a Corporate or Government Department and the driver is authorised by the driver to drive the vehicle, subject to all other terms in this Agreement);
- at any time when the vehicle is driven by an unlicensed person;
- at any time when the vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
- at any time when the driver commits a traffic offence while driving the vehicle;
- at any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
- at any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;
- at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- to any fine or penalty imposed as a result of prosecution for breach of any law;
- to any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;
- to any wear and tear to the vehicle;
- to any liability for damage caused by vibration or the weight of the vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation provided that the limit of liability in these circumstances will be \$1,000,000;
- to any overhead damage to the vehicle or to the property of any third party resulting from such overhead damage;
- at any time when the vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers or flooded fords;
- at any time when the vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks;
- at any time when the vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;
- at any time when the vehicle is operated off-road or on any beach including Ninety Mile Beach and Te Pahi stream bed.
- all vehicles (including 4WD vehicles) are prohibited from driving on ALL 4WD tracks;
- at any time when the vehicle was being driven on any of the following roads: Skipper's Canyon (Queenstown), the road to Macetown, Tasman Valley Road (also known as old Ball Road), Matukituki Road beyond the Treble Cone access road turn off, Glenorchy-Paradise Road beyond Piory Road turn off or any unformed roads and/or roads other than tarred or metal; including but not limited to beaches, driveways, or any surface likely to damage the vehicle; or
- at any time where the vehicle is operated outside the terms of this Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.

## HIRER USES THEIR OWN INSURANCE

32. If the hirer elects to use their own insurance, then the hirer accepts all liability for all losses, costs and damages set out in clause 19 (a) to (c), and agrees that clause 22 does not apply to such losses, costs and damages.

## PERSONAL INJURY, PERSONAL PROPERTY AND STORAGE OF PROPERTY

33. Physical injuries as a result of an accident while in New Zealand are covered in most cases under the IPRC Act 2001. The owner strongly recommends that all people travelling in New Zealand take out Personal Travel Insurance.

The owner does not accept any liability for:

- Personal injuries sustained during the rental;
  - Damage or loss of the hirer's personal property;
  - Property belonging to any other person which is carried in the vehicle.
- In the event that the hirer or any other person leaves any property with the owner for any reason this is entirely at that person's own risk and the owner will not accept any liability for damage or loss for any reason whatsoever.

## TRAFFIC OFFENCES

34. All penalties related to traffic and/or parking offences are the responsibility of the hirer and the owner may charge the hirer's account for any traffic and/or parking offence infringement fees they incur. The owner will, upon receiving a notice of any traffic or parking offences incurred by the hirer, send a copy of the notice to the hirer's last known postal address as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. It is the hirer's responsibility to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority. The owner may also charge an administration fee of \$35.00 (GST inclusive) to cover the cost of processing and sending to the hirer notices related to traffic and/or parking infringements.

## CANCELLATION OF HIRE AGREEMENT

35. The owner has the right to terminate the vehicle hire and take immediate possession of the vehicle, at any time, without notification to the hirer, if it is damaged or the hirer fails to comply with any of the terms of this Agreement. The hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

- The hirer is in breach of any material term of this agreement;
  - The hirer has obtained the vehicle through fraud or misrepresentation;
  - The payment for the rental is in arrears;
  - The vehicle appears to be abandoned;
  - The vehicle is not returned on the agreed return date;
  - The vehicle is damaged;
  - The owner considers, on reasonable grounds, that the vehicle is endangered.
  - The NZ Police recommend that the owner terminate the hire in the interests of road safety.
- In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the owner under this agreement or otherwise.

## CLAIMS AGAINST THIRD PARTIES

36. The owner is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to the owner. The owner will provide an invoice for any amount paid to the owner by the hirer.

37. In the event that the hirer arranges alternate insurance cover (including complimentary credit card insurance) for the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the full sum directly to the owner and the owner will provide an invoice for the sum paid. It is not the owner's responsibility to provide to the hirer or any other party alternate repair quotes, police reports, photographs or any other information that may be required to substantiate the hirer's subsequent claim on their insurance.

## GPS

38. The hirer agrees that they are liable for:

- damage to or loss, including theft, of the GPS unit and/or its accessories. The charge is \$180 (plus GST) per unit; and
- a handling and freight fee where any GPS accessory is damaged and/or not returned with the GPS unit. The charge is \$30 (plus GST) per hire.

## CALCULATION OF CHARGES

39. All transactions under this agreement are calculated in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the hirer's credit card. The owner accepts no liability for any such variations.

## PRIVACY ACT

The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner may be unable to hire them a vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer; or any organisations responsible for the processing or handling of traffic related infringements. The hirer agrees to the disclosure of their personal information for these purposes.

## NOTE TO HIRER

NOTE - THE OWNER WILL GIVE THE HIRER AT LEAST ONE COPY OF THIS AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE HIRE TERM AND BE PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.