

**AERODRIVE VEHICLE RENTAL TERMS** This agreement is between AERODRIVE RENTALS LIMITED ("the Owner") and the person and/or company signing the attached rental document ("the Hirer") which sets out the Vehicle rental details ("Rental Document").

## 1. VEHICLE DESCRIPTION AND RENTAL TERM

The Owner agrees to rent to the Hirer the Vehicle detailed in the Rental Document ("the Vehicle"), for the rental term detailed in the Rental Document. The Owner reserves the right to provide a similar vehicle if the Vehicle is unavailable for any reason.

## 2. WHO MAY DRIVE THE VEHICLE

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 are over 21 years of age and hold a current full valid driver licence written in English appropriate for the Vehicle. If requested, the Hirer must produce a certified English translation of their licence and or an international driver licence.

## 3. PAYMENTS BY HIRER

3.1 The Hirer shall pay the Owner the rental charge specified in the Rental Document plus GST and any credit card merchant fee; and authorizes the Owner to charge all amounts payable by the Hirer to this account. The "Hirer's account" means a nominated credit card or pre-arranged charge account. A debit card shall only be accepted if the hirer purchases the Collision Damage Waiver (see clause 11). The Owner reserves the right to charge the Hirer a deposit as security.

3.2 All rental charges include the premium for standard loss or damage cover insurance.

3.3 The rental term will terminate when the Vehicle is returned to the location specified in the Rental Document or the following working day if returned outside of office hours. The Hirer acknowledges that they shall be liable at the end of the rental term to pay to the Owner any applicable additional charges payable at the end of the rental term. These may include:

a) a full day's rental charge amount for returning the Vehicle more than one (1) hour late without permission; b) a surcharge for drivers under the age of 25 years; c) additional charges for distance driven (as specified in the Rental Document for every kilometre run); d) charges for petrol or other fuel used (but not oil); e) road user charges or toll road charges; f) charges for the full replacement cost (up to \$500 (plus GST) per item) in the event that the GPS unit or any of the accessories detailed in the Rental Document are damaged, lost or stolen; g) excess charges for damage to or repair of the Vehicle (subject to the other terms of this agreement); and any enforcement charges relating to such damage or repairs (including legal costs); h) charges for cleaning or repairing the Vehicle's interior if it is returned in an excessively dirty or damaged 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 & vape smoke; i) traffic and/or parking offence infringement fees; j) the administration fees and/or additional products or services as specified in the Rental Document; k) any surcharges in connection with the use of a debit or credit card by the Hirer; and l) any other charges the Owner may deem appropriate.

3.3 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.

3.4 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:

a) 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; b) 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 c) an administration fee of \$75 (plus GST).

## 4. USE OF THE VEHICLE

The Hirer agrees not to: a) use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is rented for this purpose with the Owner's prior written consent; b) sublet or rent the Vehicle to any other person; c) allow the Vehicle to be used outside their authority or without their authority; d) operate the Vehicle or allow it to be operated in circumstances that is a breach of the relevant transport legislation, regulations, rules or bylaws relating to road traffic; such as driving under the influence of alcohol or drugs or excessive speed and or in a dangerous manner; e) 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; f) 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; g) drive or allow the Vehicle to be driven by any person if at the time of driving they do not hold a current full valid driver's licence appropriate for the Vehicle; h) drive or allow the Vehicle to be driven on any roads excluded by the Owner (see clause 12(p) of these terms), or on any beach, driveway, river crossing, snow covered roads, unsealed roads or surfaces likely to cause damage to the Vehicle; i) 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; j) operate the Vehicle or allow it to be operated to propel or tow any other vehicle; k) transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people); l) operate or allow the Vehicle to be used in involvement with any illegal activity; or m) allow any person to smoke cigarette or vape inside the Vehicle.

## 5. HIRER'S OBLIGATIONS

The Hirer will ensure that: a) all reasonable care is taken when driving and parking the Vehicle; b) the water in the Vehicle's radiator and battery is maintained at the proper level; c) the oil in the Vehicle is maintained at the proper level; d) only the fuel type specified for the Vehicle is used; e) the tyres are inflated at their correct pressure; f) 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; g) the distance recorder or speedometer are not interfered with; h) no part of the engine, transmission, braking or suspension systems are interfered with; i) 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; j) all drivers authorised to use this Vehicle during the rental term are aware of and comply with these terms; and k) 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.

## 6. OWNER'S OBLIGATIONS

The Owner shall supply the Vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

## 7. MECHANICAL REPAIRS AND ACCIDENTS

7.1 If 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 of the full circumstances by telephone immediately and the Police if the accident involves injury. No refund is available for the unused rental term (including CDW payment if applicable) or any contribution to subsequent transportation costs.

7.2 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.

7.3 24 Hour 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.

7.4 If the Vehicle requires repair or replacement, the Owner will decide whether to supply another vehicle and at what cost and location.

## 8. RETURN OF VEHICLE

8.1 The Hirer will, on or before the expiry of the rental term, deliver the Vehicle to the agreed rental location described in the Rental Document or obtain the Owner's consent to a different location and/or extended rental term (in which case the Hirer shall pay additional hire charges and up to \$800 (plus GST) for the vehicle return). 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.

8.2 If the Hirer returns the Vehicle early or cancels the rental, then there are no refunds or transfers.

8.3 A Vehicle returned outside of office hours is checked on the next working day and any vehicle damage charges advised by email.

## 9. HIRE'S LIABILITY

9.1 The Hirer is liable for irrespective of fault:

a) any loss of, or damage to, the Vehicle and its accessories; b) any consequential damage, loss or costs incurred by the Owner, including salvage costs, loss of ability to re-hire and loss of revenue; and c) any loss of, or damage to, vehicles and property of third parties, arising during the rental term.

9.2 The Owner does not accept any liability for personal injuries sustained during the rental term.

## 10. INSURANCE

10.1 The Hirer's liability is limited by the Owner's insurance, up to the value of \$150,000 in respect of the above sub-clauses 9(a) and 9(b), and \$20,000 in respect of sub-clause 9(c).

10.2 The insurance excess payable by the Hirer is as specified in the Rental Document and is payable for each and every incident involving the Vehicle subject to the CDW in clause 11 below.

10.3 An additional Damage Administration fee of \$75 (plus GST) will be applied for processing any type of damage to the Vehicle or claims. This fee may be refunded if it is proven that the damage was not due to the Hirer's fault.

## 11. COLLISION DAMAGE WAIVER (CDW)

11.1 Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 9 to the agreed excess (deductible) subject to the following conditions and exclusions:

CDW does not cover damage or loss associated with: a) any of the circumstances detailed in clause 12; b) cost of repair or replacement of tyres; c) cost of recovering a car that has become bogged or immovable; d) cost of replacement of lost or stolen car keys; e) costs associated with the incorrect use of or contamination of fuel (diesel or petrol); f) cost of repair or replacement of other products purchased; and g) cost of cleaning the Vehicle or interior damage to equipment, trim or fabric.

11.2 During the rental period the Collision Damage Waiver (CDW) is only available once and will be applied to the damage that occurs first. In the event of further damage during the rental period the Hirer must pay the insurance excess as specified in the Rental Document.

11.3 If the Vehicle is replaced by the Owner the CDW will not transferable to the replacement Vehicle.

## 12. INSURANCE EXCLUSIONS

The Hirer acknowledges that the cover referred to in clause 10 will not apply if:

a) at any time when the driver of the Vehicle is under the influence of alcohol or any drug; b) at any time when the Vehicle is in an unsafe or un-roadworthy condition, such condition arising during the course of the rental, 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 un-roadworthy condition of the Vehicle; c) 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; d) 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; e) 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 to drive the Vehicle, subject to all other terms in this agreement); f) at any time when the Vehicle is driven by an unlicensed person;

g) 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; h) at any time when the driver commits a traffic offence while driving the Vehicle; i) at any time when the Vehicle is loaded carelessly or is loaded in excess of the manufacturer's specifications or damage results from incorrectly fitted roof or bike racks or items attached to them; j) 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; k) 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; l) the Hirer is issued a fine or penalty as a result of prosecution for breach of any law; m) the Vehicle requires a puncture repair or new tyre; n) liability for damage arises 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; o) to any overhead damage to the Vehicle or to the property of any third party resulting from such overhead damage; p) at any time when the Vehicle was being driven on any of the following roads: Skipper's Canyon (Queenstown), Te Paki stream bed, Ninety Mile Beach (Northland), 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 Priory Road turn off or any unformed roads (all 4WD tracks) and/or roads other than asphalt or metal or roads above the snowline; including but not limited to beaches, driveways, river crossings or any surface likely to damage the Vehicle; or q) 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.

## 13. TRAFFIC OFFENCES

13.1 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 email 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.

13.2 The Owner may also charge an administration fee of \$35 (plus GST) to cover the cost of processing and sending to the Hirer notices related to traffic and/or parking infringements.

## 14. CANCELLATION OF HIRE AGREEMENT

The Owner has the right to terminate the rental term and take immediate possession of the Vehicle if it is damaged or the Hirer fails to comply with any of the terms of this agreement. 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 a hire shall be without prejudice to any other rights or remedies of the Owner and the rights of the Hirer under this agreement or otherwise.

## 15. PRIVACY ACT

The information requested from the Hirer is to enable the Owner to assess the Hirer's request to rent a vehicle. The Hirer does not have to supply this information, but if the Hirer does not, then the Owner may be unable to rent them a vehicle. The Hirer acknowledges that the Owner will collect, hold and use the Hirer's personal information for purposes related to the rental 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 during the rental term; or any organisations responsible for the processing or handling of traffic related infringements or road tolls. The Hirer agrees to the disclosure of their personal information for these purposes.

## 16. GOVERNING LAW

These terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of New Zealand Courts in respect of all matters relating to this rental agreement.

## IMPORTANT NOTES TO THE HIRER:

- THE HIRER WILL RECEIVE AT LEAST ONE COPY OF THIS AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE DURING THE RENTAL AND BE PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER
- A FUEL CHARGE AND ADMIN FEE WILL APPLY IF THE VEHICLE IS NOT RETURNED WITH A FULL TANK
- CLEANING CHARGES IF THE VEHICLE IS RETURNED IN AN EXCESSIVELY DIRTY CONDITION
- ALL EXTENSIONS OF THE RENTAL TERM MUST BE APPROVED 24 HRS BEFORE THE EXPIRY OF THE TERM
- ANY DAMAGE OR THEFT TO THE VEHICLE MUST BE REPORTED TO THE OWNER IMMEDIATELY
- THE HIRER IS RESPONSIBLE FOR ALL ROAD AND TRAFFIC FINES INCURRED
- LOST KEYS MAY INCUR A REPLACEMENT CHARGE