

The Hirer's Obligation.

5. The Hirer shall ensure:

- (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;
- (d) All reasonable care is taken whilst handling and parking the vehicle, and that it is left securely locked when not in use;
- (e) The Hirer agrees to pay to the Owner the cost of replacement car keys if lost or stolen;
- (f) The Hirer agrees to pay any cost associated with the incorrect use or contamination of fuel (diesel or petrol).

Owners Obligations.

6. The Owner shall supply the vehicle in a safe and roadworthy condition.
7. The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire, except when by the terms in this agreement those costs are payable by the Hirer.
8. The Owner does not accept any liability for:
 - (a) Damage or loss of the Hirer's personal property;
 - (b) Property belonging to any person which is carried in or on the vehicle;
 - (c) In the event that the Hirer believes that their credit card issuer will cover the Hirer's liability or any other amount due under the terms of this agreement, the Hirer will pay the sum directly to the Owner and the Owner will provide an invoice for the sum paid. The Owner will not provide repair quotes, police reports, photographs or any other information to the Hirer or credit card issuer.

Note: The cost of petrol and other fuel (but not oil) used during the term of the hire are 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, 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 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, speedometer or (except in an emergency) any part of the engine, transmission, braking or suspension of the vehicle.
12. In the event of an accident, no refund of the unused hire days will be made (including CDW payment if applicable).
13. If the Hirer is involved in an accident the Owner shall not be responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location.
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 that the Owner decides to offer the Hirer an alternative vehicle, the Owner reserves the right to make the vehicle available at the closest depot, not delivered to the accident location.
16. The Owner reserves the right to provide the replacement vehicle subject to an increased Hirer's liability and/or decline to offer CDW cover for the replacement vehicle.

Use of the Vehicle.

17. The Hirer shall not permit the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the knowledge of the Owner for use in a passenger service license under part 4A of the Land Transport Act 1998.
18. 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 against section 56, 57, or 58 of the Land Transport Act 1998 (which relates to driving or attempting to drive with excess breath or blood alcohol, or operating the vehicle whilst 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 Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road Users) Rule 2004, or any other Act, Regulations, Rules, or by laws 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 gross vehicle mass 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 driving, the driver is not the holder of a current driver's license appropriate for the vehicle;
 - (i) Smoke, or allow passengers to smoke in the vehicle.

Return of Vehicle.

19. (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 consent of the Owner to the continuation of the hire (in which case the Hirer shall pay additional hire

charges for the extended term of the hire). If the Hirer does not comply with this clause, the Hirer shall be liable for late return charges as set out in the Rental Document;

- (b) When the vehicle is returned, if it is the Owners opinion that it has been smoked in, is extensively dirty outside or inside, or has a pervasive odour, then a \$150 cleaning fee or a charge equal to the continued hire charge of 3 days will be applied.

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

Insurance Conditions.

21. 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 to the loss or damage of the vehicle, its accessories, spare parts, and any consequential loss of revenue or other expenses incurred by the Owner, including, but not limited to, towage and salvage costs associated with the recovery of the vehicle, 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 to any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person, 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, which arises during the hire, of which the Hirer or driver is aware, or should be aware of, and which causes or contributes to further damage or loss;
- (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 wilfully or recklessly damaged by the Hirer, any person named in clause 3 of this agreement or any other person driving the vehicle under the authority of the Hirer;
- (g) The vehicle is lost or stolen as a result of wilful or reckless behaviour of the Hirer or any such person;
- (h) The vehicle is operated outside the term of the hire, or any agreed extension of the term;
- (i) The vehicle is operated in breach of clause 18 of this agreement;
- (j) In the event the driver is charged with an infringement/offence as a result of an accident, the Hirer's liability is increased to the replacement cost of the vehicle, or a minimum of \$5000;
- (k) The vehicle is operated on any beach or offroad including Ninety Mile Beach, Te Pahi Stream Bed, Skippers Canyon, Macetown, beyond Glenorchy, Raspberry Creek, Ball Pass and Hawke Road South Canterbury;
- (l) Any damage is caused during the fitting or use of snow chains & roof racks while the vehicle is on hire;
- (m) In the event of a single vehicle accident the cost of towing and /or salvage of the vehicle will be at the Hirer's expense;
- (n) The vehicle including its accessories is damaged by an item transported inside or outside the vehicle such as ski's, snow/surf boards or bicycle's;
- (o) 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.

Hirer Uses their Own Insurance.

22. If the Hirer elects to use their own insurance, then the Hirer accepts all liability for:
 - (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;
 - (c) Any loss of, or damage to, vehicles and property of third parties arising during the term of the hire.

Note to 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, or other authorized employee of the Police.

Omega Rental Cars Limited
75 Beach Road
Auckland
Telephone (09) 377 5573
Fax (09) 377 5574