Terms & Conditions
1. DEFINITIONS
1.1 In this Agreement:1.1.1 Agreement" means this contract between the hirer and the owner for the provision of the Vehicle for hire by the owner and includes the Schedule.1.1.2 Delivery" has the meaning ascribed to it in clause 4. 1.1.3 Hire Period" means the period from Delivery until the end of the duration of hire as specified in the Schedule (or such later date as may be agreed by the Owner and the Hirer).1.1.4 Hirer" means the person named as the Hirer in the Schedule, being the person to whom the Vehicle is to be hired.1.1.5 Vehicle" means the motor vehicle as more particularly described in the Schedule.1.1.6 'Schedule" means the Schedule attached to this Agreement.
2. AGREEMENT TO HIRE VEHICLE
2.1 The Owner is the registered owner of the Vehicle and hereby agrees to hire the Vehicle to the Hirer, and the Hirer agrees to hire the Vehicle from the Owner for the Hire Period, on the terms and conditions set out in this Agreement. 2.2 The Owner is not bound to any variation to the terms and conditions set out in this Agreement unless recorded in writing and signed by a duly authorised officer of the Owner .2.3 These are the entire terms and conditions of hire of the Vehicle supplied by the Owner, and except as otherwise expressly agreed upon in writing between the parties, the terms and conditions herein shall apply notwithstanding any provisions to the contrary which may appear on any form or other documents issued by any other party.
3. PAYMENT OF HIRE CHARGES
3.1 On collection of the vehicle, the rental agreement must be paid for in full, and the Hirer must provide a valid driving licence,credit card and/or bond under their name. The Hirer shall pay the hire charges detailed in the Schedule and any other monies payable under this Agreement when specified in the Schedule or this Agreement, and if no time for payment is expressed, then upon execution of this Agreement by both parties. 3.2 Until the Deposit detailed in the Schedule is received by the Owner in cleared funds, the Vehicle is not considered !re-served" for the Hirer and may be used and enjoyed by the Owner or hired by the Owner to third parties.3.3 Where full payment of any amount owing by the Hirer to the Owner remains outstanding after the due date for payment, then: 3.3.1 The Hirer will be in default under this agreement and the Owner may exercise all of the rights and remedies set out in this agreement and otherwise available at law and without limiting those rights and remedies may withhold the further supply of goods and services; and 3.3.2 The Hirer will pay interest on the default monies at the rate of 15% per annum calculated on a daily basis from the due date until the date of payment; and 3.3.3 The Hirer will be liable for all expenses (including debt collection and solicitor/own client legal costs) incurred by the Owner as a result of the default and in the recovery of the debt.3.4 If the Hirer incurs any infringements (including parking fines) during the hire, their credit card will be charged any relating expenses plus a $50 admin fee. 3.5 Processing fees apply for all credit card payments – 3% for Visa and Mastercard and 1.5% for American Express, note all processing fees are subject to GST. 3.6 The Hirer is liable for the replacement cost (at current retail replacement value) of any damaged, lost or missing accessories, keys or key remotes; 3.7 The Hirer is liable for the reasonable costs associated with cleaning the Vehicle's interior or exterior if the Vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising. This includes sand.

3.8 LOCAL HIRERS
If you live locally (i.e. within 100km of a Euro Car rental location) then we need to complete a few additional checks and a bond is payable to secure the rental. Firstly, we need to verify your address. This can be done by you producing an invoice or statement for a property or utility, which is your permanent place of residence. A Power, Rent, Water, Gas

or land connected Phone or Internet bill, dated within the last 30 days, showing your name together with the same address as your driver licence are the only acceptable forms of verification (note: Mobile phone bills are not acceptable). If your driver licence doesn't have your address printed on it, then please bring two proofs of address, both issued during the last 30 days. We will also verify your mobile phone so that we know we can contact you. We will charge your credit card, or bank issued Mastercard or Visa debit card, an amount equivalent to the value of the excess liability noted on the rental agreement. The amount of the charge will be dependent on the excess value on the rental agreement, or if zero excess is selected then the amount will be $500. We will refund the bond amount upon return of the undamaged vehicle.

PERSONS WHO MAY DRIVE VEHICLE

4.1 The Vehicle may be driven during the period of hire only by the persons described in this Agreement and only if each such person holds a current full driver's licence (particulars of which are given alongside his/her name and address) appropriate for the Vehicle at the time when they are driving the Vehicle.

4.2 Digital driver licences that can easily be verified to have been authorised by the appropriate authority may be accepted at Euro Car Rental's sole discretion; however, we always recommend that the hirer brings their physical card, as New Zealand law mandates that all drivers must possess and carry a physical driver's licence at all times when operating a vehicle.

5. HIRER'S OBLIGATIONS

5.1 The Hirer will take delivery of the Vehicle from the Owner at the place of delivery of the Vehicle at commencement of the hire detailed in the Schedule, or if no such place is detailed, then the Owner's premises (!Delivery").

5.2 If the Hirer does not take delivery of the Vehicle within two hours of the time for commencement of the Hire Period specified in the Schedule, the Owner may at its option terminate this Agreement and forfeit and retain for its own benefit all Deposits, Hire Charges or other monies paid by the Hirer to the Owner, and the Hirer will have no right or claim against the Owner.

5.3 The Owner will provide such directions, instructions, and training as the Owner thinks fit to the Hirer in the use and operation of the Vehicle at Delivery, and the Hirer will comply with all directions and instructions given by the Owner to the Hirer, whether pursuant to this clause or otherwise. 5.4 From the time of Delivery for the duration of the Hire Period the Hirer shall ensure that the Vehicle is used in a safe and lawful manner and used only for its intended purpose. The Hirer will ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use. 5.5 The Hirer will ensure that all passengers and guests behave in an orderly and well-behaved manner. The Hirer agrees to be responsible for all passengers and guests and their conduct and any damage to the interior and equipment in the Vehicle and any damage to the exterior of the Vehicle (including but not limited to: liquid and food spillage, vomiting, breakage of glass or glassware, lights, electronic and stereo equipment). Repair and replacement of any item carries a minimum charge of $200.00 plus GST. 5.6 The Hirer will ensure that the Hirer, any passenger or guest of the Hirer, or any other person occupying or using the Vehicle under the authority (express or implied) of the Hirer agrees that smoking of any substance is not permitted in any part of the Vehicle at any time. Possession, sale or consumption of any type of illegal drug or unauthorised alcohol in or around the Vehicle is not permitted. The Hirer is liable for the reasonable costs of vehicle grooming if any person smokes in or around the Vehicle or any animal (other than a disability assist dog) is in the Vehicle (usually around $300).5.7 The Hirer is liable and solely responsible for any infringement fees incurred while in possession of the Vehicle. An infringement fee of $50 will be charged to the Hirer's credit card if the offence is committed during the Hire Period being:5.7.1 detected by approved vehicle surveillance equipment such as: 5.7.1.1 A

speeding offence; 5.7.1.2 An offence in respect of failure to comply with the directions given by a traffic signal; 5.7.1.3 A toll offence; or 5.7.2 parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport(Road User) Rule 2004.5.8 The Hirer will send a copy of any infringement notice and a copy of the reminder notice to the Owner as soon as is practicable. The Hirer has the right to challenge, complain about,query or object to the alleged offence to the issuing enforcement authority and also has the right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice. 5.9 The Hirer shall ensure that:5.9.1 The water in the radiator and battery of the Vehicle is maintained at the proper level;5.9.2 The oil in the Vehicle is maintained at the proper level;5.9.3 The tyres are maintained at their proper pressure. 5.10 The Hirer will advise the Owner by telephone as soon as practicable of any warning lights activated in the Vehicle. 5.11 The Hirer must comply with rules 7.6 and 7.7 of the Land Transport (Road User) Rule 2004 in relation to child restraints and ensure that any child restraint is correctly installed in the Vehicle.

6. MECHANICAL REPAIRS AND ACCIDENTS

6.1 If the Vehicle is damaged or requires repair or salvage,whether because of an accident or breakdown, the Hirer shall advise the Owner of the full circumstances by telephone as soon as practicable.

6.2 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 other property.6.3 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 of the Vehicle.6.4 A fee will be charged for any call outs including refuelling, jump start, tyre-related incidents, lost keys and keys locked in the Vehicle.

6.5 The hirer is liable for the reasonable costs to repair and return the vehicle to a serviceable and usable condition, where the vehicle has been damaged by sand or water. As a result of (but not limited to) crossing creaks, rivers, lakes, flooded fords,flooded roads or from exposure to salt water or driving on beaches. The usual minimum cost of any repair starts at $2,000, with more significant damage causing substantial loss or vehicle write-off, the Hirer will be liable for the total cost to repair or replace the vehicle:

7. INSURANCE

7.1 The Owner agrees to insure the Vehicle during the term of this agreement. The Hirer is the only person insured to drive the Vehicle. No person other than the Hirer may drive or operate the Vehicle under any circumstances.7.2 Subject to the exclusions set out below, the Hirer is fully indemnified in respect of any liability he/she might have to the Owner in respect of the loss of 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 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 authorised to drive the Vehicle are indemnified 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. 7.3 The hirer is liable in respect of the damage or loss referred to in the insurance cover shown above (including when the Insurance Cover clause has been taken) unless the vehicle is driven in a careless, reckless, or dangerous manner. The hirer is liable for the first $5,000 (all automobiles) and $7,000 (Luxury Cabriolet) of damage or loss. Any incident that breaches the owner’s insurance cover, the hirer agrees they are liable for all costs incurred. There are provisions one may choose to take to reduce your liability down to $500 or to $0 excess, (or luxury reduction options) which must be decided upon at the commencement of your hire. However,there is a single vehicle accident excess of $5,000.00 (or $7000 for luxury cabriolets) regardless of whether you have

reduced your excess down. Your chosen excess amount will be held as a pre-authorisation bond plus $200 petrol bond and released upon return and checked it has no damage and the petrol is returned full. Thee is a processing fee for damage to the vehicle. 7.4 Exclusions: The indemnities referred to above shall not apply where the damage, injury, or loss arises when: 1. The driver of the Vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the Vehicle; 2. The Vehicle is in an unsafe or unroadworthy 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 be aware of the unsafe or unroadworthy condition of the Vehicle; 3. The Vehicle is operated in any race, speed test, rally,or contest; 4. The Hirer is not a body corporate or Department of State and the Vehicle is driven by any person not named in the Schedule of this Agreement; 5. 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 driver's licence appropriate for that vehicle; 6. The Vehicle is operated on any of the roads referred to in clause 8.2.7. and / or any beach or unformed road;
7. The Vehicle is wilfully or recklessly damaged by that Hirer or any other person named in the Schedule of this Agreement or driving the Vehicle under the authority of the Hirer, or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person; or 8. The Vehicle is operated outside the terms of this Agreement. 9. 11. Incorrect filling of fuel tank.Any damage to the roof of the vehicle.Damage to the vehicle as a result of submersion in water or exposure to salt water. 12. Any loss or damage to the vehicle's keys.
Any underbody or battery damage caused by driving over foreign objects.It is agreed between the Owner and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. Insurance reduction excludes windscreen.
8. USE OF THE VEHICLE
8.1 The Hirer shall not use or 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 Part I of the Transport Services Licensing Act 1989. 8.2 The Hirer shall not –8.2.1 Sublet or hire the Vehicle to any other person, business or company; 8.2.2 Permit or require the Vehicle to be operated outside his or her authority; 8.2.3 Operate the Vehicle, or permit or require it to be operated, in circumstances that constitute an offence by the driver against any of sections 56, 57, and 58 of the Land Transport Act 1998.
8.2.4 Operate the Vehicle or permit or require it to be operated in breach of the Transport Act 1962, the Land Transport (Road User) Rule 2004, the Land Transport Act 1998, the Traffic Regulations 1976, or any other Act, regulations, rules, or by-laws relating to road traffic; 8.2.5 Operate the Vehicle on any beach, driveway, or other surface likely to cause damage to the Vehicle. 8.2.6 Operate the Vehicle or permit or require 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; or 8.2.7 Operate the Vehicle or permit or require the Vehicle to be driven on any of the following roads: Skippers Road, Queenstown, Central Otago; Ball Hut Road, Mount Cook, South Canterbury; Macetown Road, Otago; Nevis Road, Otago; Ninety Mile Beach, Northland; North of Colville Township (Coromandel Peninsula); Tapu-Coroglen Road (Corom). a) Andel Peninsula; or any unformed road or any track or thoroughfare, including gravel roads that is not officially designated a road, including any beach; 8.2.8 Drive or permit or require the Vehicle to be driven by any person who at the time of driving the Vehicle the Hirer or other person is not the holder of a current driver's licence appropriate for the Vehicle, nor anyone not noted as a designated driver on the signed rental agreement; 8.2.9 Transport any animal in the Vehicle; 8.2.10 Operate the Vehicle or permit it to be operated to propel or tow any other

vehicle. 8.3 The Hirer acknowledges that the Owner accepts no responsibility for any personal items held by the passengers or any item left in the Vehicle during, or after completion of the rental period.

9. Return of Vehicle

9.1 The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the agreed return location as stated on the rental agreement, or obtain the Owner’s consent to the continuation of hire (at the Owner’s usual charges for such continuation of hire, which shall be payable upon demand by the Owner). 9.2 The Hirer must return the vehicle with a full tank of fuel. If the tank is not full on return, the customer’s credit card will be charged for the fuel required plus an additional $35 administration fee.

10. OWNER"S OBLIGATIONS

10.1 The Owner shall supply the Vehicle in a safe and roadworthy condition during the Hire Period.10.2 The Owner shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the Hire Period, except to the extent that by the terms of this Agreement those costs are payable by the Hirer.10.3 The Owner does not accept responsibility for any delay caused by, but not limited to, traffic delays, weather, breakdown, incorrect information, acts of nature, or any other unexpected circumstances or situation beyond the Owner’s control.

10.4 The Hirer, any guest of the Hirer, or any other person occupying or using the Vehicle under the authority (express or implied) of the Hirer agrees to abide by any and all instructions, directions, or other communications given by the Owner during the Hire Period.

11. IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

11.1 The Owner shall have the right to terminate this Agreement and the Hire Period and the hiring of the Vehicle and to take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of this Agreement, breaking any laws, or if the Vehicle is damaged or being used in an abusive manner. Termination of this Agreement pursuant to this clause will result in the forfeiture and retention by the Owner for its own benefit of all Deposits, Hire Charges, or other monies paid by the Hirer to the Owner. No refund, compensation, or other monies whatsoever shall be payable by the Owner to the Hirer in the event of termination of this Agreement and the hiring pursuant to this clause. The termination of this Agreement and the hiring pursuant to this clause shall be without prejudice to the other rights of the Owner under this Agreement or otherwise.

12. CANCELLATION POLICY

12.1 More than seven days before the hire commencing, no fees apply and any money paid for the hire will be refunded. Cancellation within three to seven days of hire commencing, the first day is charged. Cancellation within 48 hours from the hire commencing will incur 100% of the car hire fee.