

MAGNUS LENNIE (1984) LIMITED TERMS AND CONDITIONS OF RENTAL AGREEMENT TO HIRE A RENTAL VEHICLE.

The Magnus Lennie (1984) Limited Rental Agreement comprises these Terms and Conditions and the Hire Agreement setting out the hire details (referred to in these terms and conditions as the 'Rental Document'). The Magnus Lennie (1984) Limited Rental Agreement is made on the date specified between Magnus Lennie (1984) Limited (herein referred to as the 'owner') and the hirer (herein referred to as the 'hirer') whose particulars are recorded in the Rental Document. It is hereby agreed as follows:

1. Vehicle Description and Term of Hire

The owner will let and the hirer will take the motor vehicle, details of which are described in the Rental Document (herein referred to as 'the vehicle') for the term of hire as described in the Rental Document.

2. Authorised Drivers

The vehicle may be driven during the term of hire only by the persons named on the Rental Document, and only if they hold a current full driver's licence appropriate for the vehicle while they are using the vehicle

3. Hire Charges

- a) The hirer shall pay the owner for the hire of the vehicle the sum or sums specified in the Rental Document
- b) In addition to the payment specified in sub-clause 3(a), the hirer acknowledges that they shall be liable at the end of the hire term to pay to the owner any applicable additional charges payable at the end of the term. These include, but are not limited to:
 - a. A fee to cover additional drivers
 - b. A surcharge for drivers under the age of 25
 - 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
 - f. Charges for late return of the vehicle
 - g. Charges for damage to or repair of the vehicle (subject to the other terms of the Rental Document), and any enforcement charges relating to such damage or repairs (including legal costs)
 - h. Charges for cleaning the vehicles 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
 - i. Traffic and/or parking offence infringement fees
 - j. The administration fees as specified in the Rental Document and
 - k. Credit card transaction fees charged to the owner, arising from the use of a credit card by the hirer
- c) The owner will deduct the charges set out in sub-clauses 3(a) & 3(b) above from the hirer's credit card during or after the term of hire is completed or the hirer may pay such charges as agreed with the owner. Such choice to be at the owner's sole discretion.
- d) If the hirer fails to pay any money due under or in connection with the Rental Document within 14 days of the date by which the hirer was required to pay the money, 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 outlined below
 - a. Interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the hirer was required to pay the money to the date of payment
 - 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, and
 - c. An administration fee of \$50.00

PLEASE NOTE: We accept VISA & MasterCard credit cards only. Other credit cards may be accepted with prior approval from the owner however, we do not accept prepaid VISA or MasterCard cards.

Debit cards will only be accepted if the word 'Debit' is encoded on the front or back of the card. Debit cards must also carry the VISA and/or MasterCard logo and security hologram.

4. Use of the Vehicle

The hirer shall not:

- a) Use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the owners knowledge for use in a passenger service licensed under part 4A of the Land Transport Act 1998 ('the Act')
- b) Sublet or hire the vehicle to any other person
- c) Allow the vehicle to be used outside his/her authority
- d) 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)
- e) Operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated in 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 in breach of the Act, The Transport Act 1962, The Land Transport (Road User) Rule 2004 or any other Act, regulations, rules or bylaws relating to road traffic.
- g) 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
- h) 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 driver's licence appropriate for the vehicle
- i) Drive or allow the vehicle to be driven on any beach or surface likely to damage the vehicle
- j) Allow the vehicle to be driven by any person who is not named or described in the Rental Document as an authorised driver
- k) Operate the vehicle or allow it to be operated to propel or tow any other vehicle
- l) Transport any animal in the vehicle (with the exception of guide dogs for visually impaired people)
- m) Operate or allow the vehicle to be used in involvement with any illegal activity, or
- n) Allow any person to smoke in the vehicle

5. Obligations of the Hirer

The hirer shall ensure that

- a) All reasonable care is taken when driving and parking the vehicle
- b) The water in the vehicles radiator and battery is maintained at the proper level
- c) The oil in the vehicle is maintained at the proper level
- d) The tyres are maintained at their proper pressure
- e) The vehicle is locked and secure at all times when it is not in use
- f) The distance recorder or speedometer is not interfered with
- g) No part of the engine, transmission, braking or suspension systems are interfered with
- h) Should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention the hirer will stop driving and advise the owner immediately
- i) All drivers authorised to use the vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Document and
- j) 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. Obligations of the Owner

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

7. Mechanical Repairs and Accidents

- a) If the vehicle is involved in an accident, is damaged, brakes down or requires repair or salvage, regardless of cause, the hirer shall notify the owner of the full circumstances by telephone immediately
- b) The hirer shall not arrange or undertake any repairs or salvage without the owners 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

8. Return of Vehicle

The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location described in the Rental Document or obtain the owners consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). If the hirer does not comply with this clause, the hirer shall be liable for additional charges for the late return of the vehicle as set out in the Rental Document

9. Liability

The hirer is liable 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, and
- c) Any loss of or damage to vehicles and property of third parties, arising during the term of hire

10. Insurance

- a) The hirer is advised that insurance must be offered by the owner, but 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
- b) If the hirer elects to use the owners insurance, any driver named in the Rental Document as a person permitted to drive the vehicle is subject to the damage administration fee in sub-clause 10(f), the excess payable by the hirer as noted in sub-clause 10(e) and the insurance exclusions set out in clause 11, covered against the losses set out in clause 9
- c) The hirer's liability is covered by the owners insurance as set out in clause 9, up to the value of \$150,000 in respect of the above sub-clauses 9(a) and 9(b), and \$50,000 in respect of sub-clause 9(c). This sub-clause 10(c), does not apply if the hirer rejects the owners insurance
- d) If the hirer elects to use the owners insurance, the insurance premium is included in the hire charge.
- e) If the hirer elects to use the owners 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 during the term of hire
- f) An additional damage administration fee of \$75 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 owners insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the hirer's fault.

11. Insurance Exclusions

The hirer acknowledges that the cover referred to in sub-clause 10(c) will not apply

- 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 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
- c) At any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs. This exclusion also occurs to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, 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 in 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
- f) At any time when the vehicle is driven by an unlicensed person
- g) At any time when the vehicle is wilfully 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 or is being loaded in excess of the manufactures specifications
- 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) To any fine or penalty imposed as a result of persecution for breach of any law
- m) To any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes
- n) To any wear and tear to the vehicle
- o) To any liability to 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 pipeline or cable, or any other underground insulation provided that the limit of liability in these circumstances will be \$1,000,000
- p) At any time when the vehicle is being driven on any of the following roads: Tasman Valley Road (Mt Cook), Skippers Canyon (Queenstown), Ninety Mile Beach (Northland), or any unformed roads other than tarseal or metal, including but not limited to beaches, or any surface likely to cause damage to the vehicle, or
- q) At any time when the vehicle was operated beyond the term of the Rental Document or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.

12. Hirer Using Own Insurance

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 9 and agrees that sub-clause 10(b) does not apply to such losses, costs and damages.

13. Traffic Offences

All penalties relating to traffic and/or parking offences are the responsibility of the hirer and the owner may charge the hirer's credit card for any traffic and/or parking offence infringement fees incurred by the hirer. The owner undertakes, in the event that the owner receives notice of any traffic and/or parking offences incurred by the hirer, to send a copy of any such notice to the hirer as soon as is practical and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. The hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a 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)

The owner may also charge an administration fee of \$30 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 hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Rental Agreement or otherwise

15. Privacy Act

The information requested from the hirer is to enable the owner to assess the hirers request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner is unable to hire the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes relating 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 debit 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, and the hirer hereby authorises the disclosure of their personal information for such purposes.

16. Note to Hirer

The owner must give the hirer at least one copy of the Rental Agreement which must be kept in the vehicle throughout the term of the hire and produced on demand to an enforcement officer.