

AGREEMENT TO HIRE RENTAL VEHICLE - Part A

Hirer's Details				
Full Name				
Address: Street (Not PO Box)		Suburb		
City (+ State where applicable)		Country (In English)		Post Code
Email	Phone No.	Fax No.	Mobile No.	
Licence No.	Issued by (Country/State)	Expiry Date	Date of Birth	Signature

Additional Authorised Driver Details				
1. Full Name				
Address				
Licence No.	Issued by (Country/State)	Expiry Date	Date of Birth	Signature
2. Full Name				
Address				
Licence No.	Issued by (Country/State)	Expiry Date	Date of Birth	Signature

Hire Details			
Fleet No.	Vehicle	Registration No.	
Speedo at start of hire		Speedo at end of hire	
Start Depot	Date	Time	
Finish Depot	Date	Time	
Destination after Drop off		Hire Extended to (New Date)	
[] Unlimited KM's or []KM's paid for.			
Additional KM's at \$ Per KM's			

Possible Charges
Please Note: Your Credit card/cash bond will be charged for the following. 1. Any damage or loss for which the hirer is liable plus \$250 administration fee (see clause 10) 2. Any additional Bond Waiver payments where applicable (see clause 10) 3. Any additional KM's over amount paid for (rate indicated above) 4. Late return \$100 minimum fee after 4.30pm (penalty rates) 5. Failure to empty toilet waste tank (\$100) 6. Failure to empty waste water tank ("Grey water") (\$50) 7. Failure to return diesel tank full, cost of fuel plus \$20 administration fee 8. An administration charge on any speeding or traffic infringement equal to the value of the fine (up to a maximum of NZ\$45.00) 9. Vehicles returned in a particular unclean state inside: Grooming fee (\$150)

Charges	
Hire days @ \$ per day	\$
Extra days @ \$ per day	\$
Relocation fee	\$
Insurance @ \$ per day	\$
Bond (see Hirer's Liability at left) OR	See*
Bond Waiver @ \$ per day	\$
Ferry Fares	\$
Picnic Chairs	\$
Picnic Table	\$
Baby/Car Seat	\$
Bike Rack	\$
Chains	\$
GPS	\$
TOTAL CHARGES	\$

See Clause 10 The Hirer acknowledges that he/she is aware of the exclusions set out in Clause 10. Signature of Hirer YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT. HIRER'S LIABILITY Bond The Hirer acknowledges that he/she is aware that he/she shall be liable in respect of the first \$.....* of the each instance of loss or damage referred to in insurance cover specified in Clause 10. This does not apply to damage or loss resulting from fire or theft or conversion or attempted theft or conversion of the vehicle. Signature of Hirer..... YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT. Bond Waiver The Hirer acknowledges that he/she is aware that the bond waiver payment indemnifies him/her for any liability for any loss or damage specified in Clause 10 up to the first occasion that any such loss or damage occurs, and that an additional bond waiver payment will apply after each occasion that such loss or damage occurs, proportionate to the number of calendar days remaining of the hire period Signature of Hirer YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT.	REJECTION OF INSURANCE The Hirer accepts that the vehicle is hire to him/her at his/her own risk in respect of loss or damage to the vehicle and that he/she may be liable to the owner for any loss or damage to the vehicle and consequential loss. Signature of Hirer..... YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT. The Hirer acknowledges that he/she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property. Signature of Hirer..... YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECT. Clause 20 IMMEDIATE RETURN OF VEHICLE WHERE DE-FAULT OR DAMAGE The owner shall have the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any of the terms in this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and rights of the hirer under this agreement or otherwise.
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Credit Card Details Visa Mastercard	
Signature (Hirer)	
Signature (Owner).....	
Time & date of signatures.....	
I declare that I have read, fully understand, and accept, the conditions on Parts A, B, and C of this agreement. The Hirer agrees to be bound by and accepts the terms and conditions of the hire as set out or tabulated herein.	

AGREEMENT TO HIRE RENTAL VEHICLE - Part B

An agreement made between the owner and the hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the motor vehicle described in this agreement.

DURATION OF HIRE

2. The term of hire shall be for the period as described in this agreement.

PERSONS WHO MAY DRIVE VEHICLE

3. 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 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.

PAYMENTS BY HIRER

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement the sum as specified in this agreement.
5. In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 10 of this agreement.
6. In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner on termination of the hiring a distance charge at the rate referred to in this agreement.
7. The hirer shall pay for all fuel (but not oil) used in the vehicle during the period of hire.
8. All costs in relation to traffic/parking offence notices.
9. All costs relating to the vehicle being filled with the incorrect fuel or water contamination.
10. All costs relating to collection of any unpaid monies.

HIRER'S OBLIGATIONS

9. The hirer shall ensure that:
 - (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 are maintained at their proper pressure.
 - (d) No carriage of domestic pets or animals.
 - (e) All reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

VEHICLE DAMAGE AND INSURANCE

10. I acknowledge that I am aware that:
 - (a) the vehicle is insured for damage to the vehicle or the property of a third party including associated costs including loss of revenue, except where outlined herein, to the extent of NZ\$1,000,000 (one million dollars);
 - (b) I will have to pay an Excess in respect of any incident of loss or damage whilst the vehicle is in my possession on a per incident basis and the Excess is due by me from the date the incident occurs;
 - (c) The excess may be reduced by the Level 2 or Level 3 Insurance Reduction options;
 - (d) I will not have any insurance cover and I will be responsible for the total cost of any incident or loss or damage if I breach any of the terms of this agreement;
 - (e) I am responsible for all damage within the vehicle, even if I purchased NIL Excess. I am liable for damage to accessories, tools, camping utensils, the living equipment and any other special equipment, documents related to the vehicle and any replacement or substitute vehicle, except where such damage is a result of a vehicular collision;
 - (f) I am bound by the terms regarding the insurance as stated in the confirmation of booking. In instances where there are discrepancies between what has been stated in the confirmation of booking and what has been stated, or options selected on Part A of the rental agreement, the terms as stated in the confirmation of booking will apply;
 - (g) The entire excess will be deducted at time of incident/accident or when the vehicle is returned, no matter who is at fault. Once the cost of repair is established by Pacific Horizon the difference (if any) between the excess and the cost of repair and administration will be refunded to my credit card;
 - (h) it is accepted that any repairs required will be carried out by a Pacific Horizon approved repairer only and Pacific Horizon has full discretion as to choice of approved repairer;
 - (i) in the event of an accident or damage if I do not correctly complete a Full accident report form I may not longer be insured for that accident or damage. I further acknowledge that it is my responsibility to ensure that I fill out a full Accident report form where applicable, and to make sure where it is applicable that I do so;
 - (j) In the event of an accident or damage involving a third party if I do not obtain the correct and full contact details of the additional party(ies) or if it is not possible to obtain the excess amount of the insurance from that third party, I am liable for the excess amount of the insurance irrespective of who is at fault;
 - (k) where there is an instance of loss or damage that is not covered by insurance, the amount due by me in respect of any damage arising from that incident loss or damage is payable by me from the date each incident of loss or damage occurred;
 - (l) in the event of damage to a vehicle as a result of a break in, I must obtain a police report and present this police report to staff when the vehicle is returned or at the first available opportunity after the incident. I accept that if I

fail to obtain a police report I will be liable for all damage caused to the vehicle;

- (m) I will be liable for the cost of repair or replacement of the diesel fuel cap, side door handle and roof vents, regardless of the vehicle excess, unless these items are damaged as a result of a vehicular accident;
- (n) changes to the insurance options once the hire has commenced may only be made at the discretion of Pacific Horizon. This includes instances where the vehicle is changed or a new contract is produced;

REJECTION OF INSURANCE

11. (See over)

OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe and roadworthy condition.
13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

NOTE: By virtue of clause 7 of this agreement, the cost of fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

14. 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. The owner's liability under this clause is restricted to refund of hire for total days vehicle not used and the owner is not responsible for accommodation or transport that may be required. In the case of an accident the owner may terminate the hire at his discretion.
15. 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.
16. 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.

USE OF THE VEHICLE

17. I agree that during the Rental Period, I will not and will not allow, the vehicle to be:
 - (a) driven otherwise than in a cautious, prudent and normal manner;
 - (b) used in a manner which could cause damage or be driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
 - (c) 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 I was aware or ought to be aware of the unsafe or unroadworthy condition of the vehicle;
 - (d) wilfully or recklessly damaged by me or damaged as a result of my wilful or reckless behaviour;
 - (e) driven on any road that is not sealed or properly maintained, 90 Mile Beach (Northland), Ball Hut Road (Aoraki/Mt Cook), above the car park on any ski field, within 10 metres of any beach or river, or any other road or area advised when starting my hire.
 - (f) operated in breach of the relevant legislative transport requirements currently in force in New Zealand;
 - (g) driven by any person who at the time when he/she drives the vehicles is disqualified from holding or has never held a driver's licence appropriate for the vehicle;
 - (h) driven by a person who is not listed under Hirer's Details or Additional Authorised Driver Details and the customer is not a body corporate or department of the State;
 - (i) left with the ignition key in the vehicle while it is unoccupied;
 - (j) damaged by: submersion in water or contact with salt water;
 - (k) used for any illegal purpose or in any race, rally or contest;
 - (l) used to tow any vehicle or trailer or used to carry passengers or property for hire or reward;
 - (m) used to carry more persons or a higher gross vehicle mass than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement;
 - (n) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;
 - (o) filled or driven with the incorrect fuel or have the fuel tank contaminated by the water or any other substance;
 - (p) driven with a warning lights on or other warning indicator unless approved by Pacific Horizon Travel Homes Ltd;
 - (q) otherwise used in breach of my obligations under this Agreement

RETURN OF VEHICLE

18. The hirer shall, at or before the expiry of term of hire, deliver the vehicle to the owner's nominated place of business or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire.
19. The hirer shall pay for all late return costs.
20. No refunds for shortened hires.

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, TRAFFIC OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.