

## RENTAL VEHICLE AGREEMENT

### ZEAL RENTALS

#### A. DEFINITIONS AND INTERPRETATION

Company	EIO Rentals Ltd t/a Zeal Rentals
Details And Condition Report	Means a written report on the condition of the Vehicle and Accessories fitted to the Vehicle signed by the Renter or their authorised representative.
Material Provision	Means any provision of this agreement (Including, without limitation, payment provisions), the breach whereof, constitutes a material adverse effect on the enjoyment of the benefits envisaged by the parties to this agreement.
Rental Agreement	Means the entire agreement issued by the Company including the terms and conditions of the agreement and any inspection and damage reports where applicable.
Renter	Means the person signing the rental agreement as the Renter and includes all drivers and additional drivers of the rented vehicle who have produced valid and unendorsed driver's licences, identity documents and passports (if required) to the Company.
You, your	Refers to the Renter
Vehicle	Means the vehicle as identified in the inspection sheet signed by the Renter or any replacement vehicle as provided for by the Rental Agreement.

#### B. AGREEMENT

1. The Company rents the vehicle to the Renter who hires the vehicle for the period specified herein and subject to the terms and conditions as set out herein.
2. The Renter acknowledges that he is aware of and understand the Terms & Conditions contained in this agreement and agrees to pay all amounts payable and levied in terms of the agreement.
3. Despite the rights and privileges the Renter may enjoy in terms of this agreement, the Company remains the owner of the Vehicle at all times.
4. The Company may terminate this agreement without prior notice to the Renter if any of the material provisions of the agreement is contravened and the Renter fails to rectify such contravention without delay after being notified by the Company to do so.

5. On the expiry date or early termination date of the agreement as the case may be, the Vehicle must be returned to the Company at its designated address as specified in the Rental Agreement unless otherwise arranged with the Company.

6. On extension or renewal of this agreement all requirements and provisions contained in this agreement will apply mutatis mutandis to the new agreement.

### **C. PAYMENT**

1. All payments shall be made by Credit Card and are payable monthly in advance. The Renter's signature on this agreement constitutes authority for the Company to obtain authorisation and/or payment and for the issuer of the card to debit his account with the full amount due to the Company, and for any other charges including but not limited to damage for which specific cardholder authorisation is required.

2. The first month's rental together with a refundable bond equal to the greater of 1 (one) month's rental payment or the Renter's chosen Hirer Liability Limit, is payable to the Company not later than 14 (fourteen) days before the commencement date of the Rental Agreement. Cancellations less than 7 (seven) days prior to the commencement date shall be subject to an administration fee of \$NZ250.00.

3. The Renter shall not withhold any payment or deduct any amount of any payment due in terms of this agreement for any reason whatsoever.

4. The Renter remains liable for all amounts due, and which are not paid by the issuer of the card.

### **D. DELIVERY OF THE VEHICLE**

1. Delivery of the Vehicle takes place at the time and place when the keys of the Vehicle are handed to the Renter or his representative.

2. The Vehicle is delivered in a clean and neat condition with a current Certificate of Fitness (COF).

3. The Renter shall, on termination of the agreement, return the Vehicle properly cleaned and in a neat condition. Dirty and littered vehicles will be subject to a cleaning fee of \$NZ 150.00 deductible against the Renter's bond.

4. Any damage to the body, paintwork, upholstery and accessories that may be visible or exist on delivery of the Vehicle shall be recorded in the vehicle Details And Condition Report filled out and completed in the presence of the Renter and signed by the Renter or his representative.

### **E. DURING THE HIRE**

1. The Vehicle is at the sole risk of the Renter from the moment the Vehicle is delivered to the Renter until the Vehicle is returned to the Company.

2. The Renter shall ensure that the Vehicle is parked and stored safely and properly locked when unattended.

3. The Vehicle may be driven by authorised persons only as defined in the Rental Agreement and who is in possession of a valid driver's licence. The Vehicle may not be driven by any person under the age

of 18 (eighteen) years and/or who has not been in possession of a driver's license for at least 1 (one) year. The licence must remain current and valid for the duration of the Rental Agreement.

4. The Renter is liable for all toll fees, fines and other penalties incurred during the rental period including but not limited to disobedience of all traffic signals, speeding, unauthorised parking, unauthorised freedom camping in the Vehicle and parking on private beaches, whether committed by the renter or someone under their control. Should notice of an offence or intention to prosecute be served on the Company as the registered owner of the Vehicle, the Company is authorised to disclose all relevant information required to process or prosecute the matter. The Renter shall be informed accordingly. Should the Renter dispute the commission of the offence or his liability in respect thereof, it shall be the responsibility of the Renter to redirect the fine to the person he believes is responsible for the commission of the offence. The Renter is liable for all traffic infringements and offences

5. The Vehicle may not, except with the prior written consent of the Company, be:

- 5.1 used to tow any vehicles, caravans, boats or trailers;
- 5.2 used to transport persons or goods for payment;
- 5.3 used whilst under the influence of an intoxicating substance, drug or alcohol;
- 5.4 used to transport illegal goods or goods in violation of any custom laws;
- 5.5 used to participate in any motor sport, race, speed test, rally, hill climbing contest or off-road activity;
- 5.6 used in an unsafe and reckless manner;
- 5.7 overloaded with luggage or passengers (the seating capacity is indicative of how many passengers may be transported at any time);
- 5.8 used to drive in or along any of the following roads or places:
  - Skippers Canyon Road in Queenstown, South Island;
  - Tasman Valley Road in Mt Cook national Park, South Island;
  - Ninety Mile Beach, North Island;
  - Port Jackson Road in the Coromandel, North Island;
  - On beaches and riverbanks;
  - Behind the snow line in Alpine Areas.

6. In the event of an accident the Renter shall within twenty-four (24) hours report the incident to the police and obtain a case number which must be provided to the Company. You may not authorise or carry out any repairs or salvage without the Company's prior approval unless it is necessary to prevent damage or further damage to the vehicle. The Company will require the Renter to fill out an incident report to enable lodgement of an insurance claim by the Company.

7. The Renter shall ensure that the Vehicle is properly maintained, and that water and oil levels and tyre pressure are checked on a regular basis.

8. Problems experienced with the Vehicle or functioning of any accessory during the duration of the agreement shall be reported to the Company within 24 (twenty-four) hours of experiencing the problem. Should malfunctioning of the Vehicle or any component crucial to safe driving is detected, including any indications of overheating, the Vehicle must stop immediately to avoid damage or further damage. Failure to comply with this requirement may hold you liable for damage sustained and can cause loss of your bond. No repairs to the Vehicle may be done or authorised without the prior written consent of the Company. Any costs incurred by the Renter for necessary and approved maintenance shall be reimbursed upon production of a receipt.

9. All ZEAL rental vehicles are covered by the New Zealand Roadside Assistance 24-hour roadside assistance service for any vehicle-related breakdowns. In the case of a breakdown or other problem encountered with the Vehicle, please call the NZRA on 09 281 4376 for assistance using your vehicle registration number as reference.

Call outs for user errors will be charged for by NZRA and paid for by the Renter. Tow-in charges for breakdowns that might be charged for by the NZRA and paid for by the Renter, will be refunded by the Company.

10. The Renter is liable for all costs to replace tyres damaged due to their negligence as well as the cost to repair punctures encountered during their use of the Vehicle.

11. The Renter is entitled to 48,000 (forty-eight thousand) kilometres per annum free of charge, prorated for shorter periods, whereafter additional kilometres travelled will be charged for at \$NZ 0.30c per kilometre.

12. The Vehicle is to be serviced in accordance with the manufacturer's requirements or every 10,000 kilometres whichever applies. The Company will inform the Renter in advance to arrange for an appointment. The Renter will be required to return the Vehicle to the Company or visit a designated service centre appointed by the Company to perform the required service on the date and time arranged for by the Company. The Renter will be responsible to arrange for alternative transportation on the service date.

13. By law it is required that the Vehicle is certified fit for operation every 6 (six) months. The Renter shall be required when notified by the Company, to report to a local certified testing station nominated by the Company or the Company's premises to renew the COF (Certificate of fitness) in respect of the Vehicle should the examination period fall within the term of the Rental Agreement. The Renter will not be liable for any charges.

14. Any billing or service queries experienced by the Renter must be reported to the Company without delay. On receipt the Renter shall be contacted by an official of the Company who will investigate and discuss with the Renter.

## **F. RETURN OF THE VEHICLE**

1. The Rental Agreement may be cancelled by the Renter prior to the contractual expiry date with 30 (thirty) days written notice to the Company. The Renter will, at the option of the Company, be liable to

pay the full rental amount for the notice period even if the Vehicle is returned by the Renter prior to the termination date.

2. The Bond will be refunded by not later than 30 (thirty) days after the expiry date of the agreement or the early termination date as provided for in this agreement to enable the Company to assess any damages and to establish outstanding fines and other charges (if any) due by the Renter.

3. The Vehicle shall, on the expiry date and time as specified in the Rental Agreement, be returned to the Company. Late returns will be subject to additional charges calculated at a rate of \$NZ 65.00 per day exceeding the return date. All vehicles shall be returned with a full tank of petrol filled within 5 (five) kilometres of the drop-off location as specified. If not properly filled the Renter shall be liable for the costs of refuelling the Vehicle plus an additional surcharge of \$NZ 50.00

4. The Company may collect, hold on record and use your personal information for purposes related to this Rental Agreement and may disclose such information to third parties who are legally entitled thereto with respect to matters relating to the use of the vehicle.

#### **G. INSURANCE AND RENTER LIABILITY**

1. The Company adequately insures the vehicle against damage and loss and the Renter agrees to take all precautions to safeguard and protect the Vehicle and the Company's interest.

2. The Renter will be liable up to their nominated Hirer Liability Limit for vehicle damage. Damage payments are payable within 7 (seven) days of occurrence of the incident. The standard Hirer liability limit is \$NZ 1,200. This can be reduced on commencement of the hire to \$NZ 600 upon payment of the applicable fees.

3. In the event of the following giving rise to a claim, the Renter shall be liable for all losses sustained by the Company and the Renter's Hirer Liability Limit will not be applicable.

3.1 contravention of any of the provisions of paragraph E5 of this Rental Agreement giving rise to a claim,

3.2. negligence of the Renter or any act or omission attributable to the Renter's conduct.

4. Losses envisaged in the previous paragraph include but are not limited to:

4.1 consequential damage or loss as a result of the Renter's conduct or negligence;

4.2 salvage or recovery costs of the Vehicle in the event of an accident or non-payment of rental charges;

4.3 collection fees in the event of abandoning the Vehicle or;

4.4 damage to the property of third parties due to the negligence of the Renter whilst using the Vehicle.