

VEHICLE DESCRIPTION

1. The owner will let, & the hirer will take on the hire of 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 & only if each such persons holds a current driver's licence (particulars of which are given alongside their 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. The total distance that the hirer may run the vehicle during the period of the hire shall not exceed _____ kilometres.

7. The hirer shall pay for all petrol or other fuel used in the vehicle during the period of hire. If the vehicle is returned with less petrol than when it was hired, a refueling fee of \$40 plus the cost of the petrol will apply.

7a. All costs incurred from recovering credit card charge backs will be paid by the hirer.

8. Prepaid hires to a third-party agency: In the event of the agency defaulting payment. it is agreed that the hirer will allow their credit card to be charged & the hirer will initiate a chargeback on the agency.



Terms & Conditions

HIRER'S OBLIGATIONS

8. Prepaid hires to a third-party agency: In the event of the agency defaulting payment. it is agreed that the hirer will allow their credit card to be charged & the hirer will initiate a chargeback on the agency.

9. The hirer shall ensure that:

a. The water in the radiator & battery of the vehicle is maintained at the proper level.

b. The oil in the vehicle is maintained at the proper level.

10. The hirer shall ensure that all reasonable care is taken in handling & parking the vehicle & that it is left securely locked when not in use.

NOTE: By virtue of Clause 7 of this agreement, the cost of petrol & other fuel, used during the term of the hire is the responsibility of the hirer.

INSURANCE

10. Subject to the exclusions set out below, the hirer & any driver authorised to drive the vehicle is fully indemnified in respect of any liability they might have to the owner in respect of the loss of or damage to the vehicle & its accessories, spare parts & any consequential loss of revenue or other expenses; Including towing & salvage costs associated with the recovery of the vehicle & its accessories & spare parts. Subject to the exclusions set out below, the hirer & any driver authorised to drive the vehicle are indemnified to the extent of \$1,000,000 in respect of any liability they might have for damage to any property (inc. injury to any animal) belonging to any other person & arising out of the use of the vehicle.

EXCLUSIONS

11. 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 their ability to drive the vehicle.

b. The vehicle is in an unsafe or in an unroadworthy condition that arose during the hire & that caused or contributed to the damage/Loss, & the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.

c. The vehicle is operated in any race, speed test, rally or contest.

d. The hirer is not a body corporate, or department of state & the vehicle is driven by an unnamed person in clause 3 of the agreement.

e. The vehicle is driven by any person who at the time of driving is disqualified from holding or has never held a driver's license appropriate for that vehicle.

f. The vehicle is willfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behaviour of the hirer or any such person.

h. Dangerous or careless driving: If the driver is issued with an infringement notice, charged with an offence, or there is any evidence of dangerous or careless driving, the hirers liability is increased to \$10000. This also includes operating the vehicle on the incorrect side of the road.

i. The vehicle is operated on any of the following roads: Ball Hut Road, (Mt Cook), Skippers Road (Queenstown), or any beach whatsoever.

j. Incorrect fueling of vehicle.

OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe & roadworthy condition.

13. The owner shall be responsible for all ordinary & 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.

MECHANICAL REPAIRS & 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 practical.

THE HIRER IS ADVISED TO PHOTOGRAPH THE SCENE QUICKLY.

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 will ensure that no person interferes with the distance recorder or speedometer, except in an emergency, inc. any part of the engine, transmission, braking or suspension systems of the vehicle. Driver fault breakdowns will be charged at cost to the hirer. The vehicles owners & agents' liability shall not exceed the daily rate paid for the hire. The hirer is advised to seek general travel insurance to cover against additional costs.

USE OF THE VEHICLE

17. 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 VII of the Transport Act 1962, or exempted from licensing under that Act A GPS tracking device may be fitted to the vehicle & information may be disclosed to other parties.

18. The hirer shall not:

- a. Sublet or hire the vehicle to any other person.
- b. Permit the vehicle to be operated outside their authority.
- c. Operate the vehicle or permit it to be operated in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drugs.



Terms & Conditions

USE OF THE VEHICLE (CONT.)

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 propel or tow any other vehicle.

f. Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws 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 weight of goods 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 their driving the vehicle the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

RETURN OF THE VEHICLE

19. The hirer shall, at or before the expiry of term of hire, deliver the vehicle to the owner's 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.

If the vehicle is returned & it is our opinion that it is extensively dirty outside or inside, then a \$50 cleaning fee will be charged.

The hirer is liable for all costs including ferry fees incurred in transporting the vehicle back to the owner's place of business.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE / REPLACEMENT OF VEHICLE

20. The owner shall have the right to terminate the hiring & take immediate Possession of the vehicle if the hirer fails to comply with any of the terms of 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 & the rights of the hirer under this agreement or otherwise.

In the event of an accident, no refund of unused hire will be made. Provision of a replacement vehicle is at owner's discretion.

WINDS SCREEN AND TYRE DAMAGE

21. Any damage to the windscreen, punctures, & damaged tyres are at the cost of the hirer.

Where vehicles are fitted with audio-systems, air conditioning, GPS & any other accessories; these items are supplied gratis & do not form any part of any Rental Contract unless specifically stated.

ALL CHARGES SUBJECT TO FINAL AUDIT E&OE

Scotties welcomes honest and fair reviews.

If you have had a problem, contact us at care@scotties.co.nz so we can put things right.

Malicious or mendacious reviews on public sites will be referred to our legal team.

The hirer agrees not to post malicious or mendacious reviews and agrees to pay all legal costs associated in getting them re• moved.

GET IN TOUCH

