

Rental Car Village - YOUR AGREEMENT WITH US,

This rental agreement is made on the date specified in the Rental Agreement on the reverse side hereof (the "Agreement") between Rental Car Village Limited ("the operator") and the hirer ("the hirer") whose name and address appears in the Agreement. The parties may vary this agreement, provided that no variation shall be effective or binding on either party unless it is in writing and signed by both parties. The operator and hirer agree as follows:

1. VEHICLE DESCRIPTION

The operator will let and the hirer will take on the motor vehicle ("the vehicle") as described in the attached Agreement on the terms set out in this agreement. "The Vehicle" refers to both a "Campervan" and "Car".

2. DURATION OF HIRE

We agree that you may have the Vehicle until the return date on the attached agreement.

2.1 Campervans and Out of Town Cars

Campervans and Out of Town Cars are hired on a Calendar Day Basis and must be returned before 5 pm on the final day of hire. Vehicles returned after 5 pm but before 7 am the following morning will be charged an additional half day rate. Vehicles not returned by 7 am will be charged full day at rack rates, plus an additional penalty fee of \$50 per day overdue.

2.2 City Cars

City Cars are hired on a 24 hour basis and must be returned at the time stated on the agreement. Overdue cars are charged at 1/3 of the daily rate, per hour overdue, or one full day (which ever is less). After the initial 24 hours overdue, unauthorized extensions will incur an additional penalty fee of \$50 per day overdue.

2.3 Extensions for Cars and Campervans

To extend the hire, you must phone our office in advance to check availability on free phone 0800 33 4444, or from a mobile phone, call Auckland (09) 376 9935 or Christchurch (03) 374 5254. Authorized extensions are charged at the average daily hire rate, excluding any discounts.

3. PERSONS WHO MAY DRIVE THE VEHICLE

The Vehicle may be driven during the period of hire, only by the persons described in the agreement attached, and only if they hold a current full driver's license and are over 21 years of age. In addition, if the person is 18-20 years of age, they must have held a full license for at least one year.

4. PAYMENT BY THE HIRER

a. The hirer shall pay for the period of hire as specified on the Agreement and any agreed extension of that term, mileage charge for all km exceeding the free km, charges for any optional services or products you choose to accept, including insurance options.

b. The hirer shall pay for all petrol or other fuel (but not oil) used in the Vehicle during the period of the hire, and a refueling charge if the Vehicle is returned with less fuel than when rented. You will not receive a refund if the Vehicle is returned with more fuel than when you received it.

c. Vehicles returned which require a car wash are charged a \$25 fee. In addition, a cleaning fee of \$155 applies for smoking related cleaning, as smoking is not permitted in the vehicle. Other reasonable cleaning fees may also apply.

d. A reasonable collection fee if the Vehicle is not returned to our location specified on the attached agreement.

e. Towing, storage and impound fees.

f. If during an unauthorized extension, the vehicle receives a traffic infringement for an expired COF or Registration, the hirer will be held liable for the full cost of this infringement.

g. Damage to the Vehicle, its accessories, or extras hired, including those which become apparent following termination of the hire.

h. The operator will not honor calculation errors. Should a calculation error occur, the operator will charge for the shortfall.

i. A non-refundable credit card administration fee of 2% applies to use of Visa and MasterCard and 4.5 % applies to use of Amex and Diners.

5. REFUNDS

a. Obtain a receipt for any oil used and we will reimburse you for this expense.

b. Obtain a receipt for any repairs required to keep the Vehicle in a safe and roadworthy condition. If the repair cost is more than \$100, you must phone us first. We will reimburse you for the expense.

c. Refunds for early returns only apply after 50 days actual hire, where 7 days advance notice by fax or e-mail has been received by the Operator. The refund (if any), is calculated by actual amount paid for hire period, less actual hire period at rack rates, less one penalty day at rack rates, less any travel agent commissions.

6. HIRER'S OBLIGATIONS

a. The water in the engine reservoir is maintained at the proper level. Check this every 1,000 km while the engine is cold.

b. The oil in the Vehicle is maintained at the proper level. If unsure, ask the gas station attendant to check this for you every 1,000 km. Keep the receipt as we will refund you for oil purchased.

c. The tyres are maintained at their proper pressure.

d. Stop using the Vehicle and contact us as soon as you become aware of a fault with the Vehicle (within 24 hours).

e. The hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

f. Animals are not permitted in the vehicle at any time.

g. Smoking is not permitted in the vehicle.

7. INSURANCE

a. Subject to the exclusions set out below, the hirer and any driver authorized to drive the Vehicle is fully indemnified in respect of any liability he might have to the operator in respect of the loss or damage to the Vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the operator including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts.

b. Subject to the exclusions in clause 8 set out below, the hirer and any driver authorized to drive the Vehicle are indemnified to the extent of \$1,000,000 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.

8. INSURANCE EXCLUSIONS

a. Insurance does not cover water submersion or salt water damage, damage to roof, underbody, vehicle interior, or damage to any extras hired. Insurance options also do not cover the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.

b. Personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.

c. The hirer will be responsible for the cost to retrieve or recover a vehicle, which has become bogged or abandoned, regardless of insurance options taken.

d. The Vehicle is willfully or recklessly damaged by the hirer or any other person named in this agreement of driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behavior of the hirer or any such person.

e. The Vehicle is operated outside the term of the hire, any agreed extension of that term, or is driven outside the specified area or region.

f. The Vehicle is used to transport dangerous or noxious substances

g. The Vehicle is used for any illegal purposes

h. The Vehicle is operated on any of the following roads: Ball Hutt Road (Mount Cook), Skippers Road (Queenstown), Ninety-mile beach (Northland), or any beach or off-road activity.

i. None of the insurance options cover the incorrect use of the vehicle, its accessories or fuel. The hirer will be responsible for any associated costs.

j. The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the insurance cover specified in this clause to the amount of the excess shown on the agreement. This includes damage or loss resulting from vandalism, fire, theft or conversion or attempted conversion of the vehicle.

k. If the vehicle is stolen, and you can not produce the original set of keys.

In addition to the above exclusions, the hirer must not:

l. sublet or hire the vehicle to any other person;

m. allow the vehicle to be operated outside his or her authority;

n. operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Act;

o. operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;

p. operate the vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;

q. operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;

r. drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver licence appropriate for the vehicle.

s. Operate the vehicle or permit it to be operated to propel or tow any other vehicle;

9. Zero Excess or Collision Damage Waiver ("CDW")

The CDW is available to hirers who are using their credit card as security for the Vehicle, and applies to the first accident only. If you accept the CDW, we do not hold you liable for damage to or loss of the Vehicle. You agree the CDW does not exempt you from liability for any breach of the exclusions in clause 8.

10. OPERATORS OBLIGATIONS

a. The operator shall deliver the vehicle in a safe and roadworthy condition.

b. The operator shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those costs that are payable by the hirer. Note: the hirer shall as notify the operator as soon as practicable (within 24 hours) of any complaints, defects or failure of the vehicle or accessories, or claims against the operator or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from.

11. MECHANICAL REPAIRS AND ACCIDENTS

a. If the Vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the operator of the full circumstances by telephone or in writing as soon as practicable (within 24 hours).

b. The hirer shall not arrange or undertake any repairs, or salvage the Vehicle without the authority of the operator except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property (you must contact us first if the cost is higher than \$100).

c. 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.

d. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. If an Exchange Vehicle is required as a result of an accident, the hirer is responsible for making their own way to the nearest pickup location. The Owner reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer CDW cover for the replacement vehicle. The operator may offer the hirer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver or tow truck to deliver the exchange vehicle to the hirer's location. This charge applies irrespective of any excess reduction taken.

e. Where vehicles are fitted with radio; radio/cassette players, heater/air con and any other accessories, these are supplier 'gratis' and do not form any part of any Rental Contract unless specifically stated.

12. RETURN OF VEHICLE

If the Vehicle is returned outside business hours, you will remain responsible for the Vehicle and its condition until it is re-inspected by a member of our staff.

13. IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE

The Operator shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

(a) The hirer is in breach of any material term of this agreement;

(b) The hirer has obtained the vehicle through fraud or misrepresentation;

(c) The payment for the rental is in arrears;

(d) The vehicle appears to be abandoned;

(e) The vehicle is not returned on the agreed return date;

(f) The vehicle is damaged;

(g) The Owner considers, on reasonable grounds, that the vehicle is endangered.

We retain any other rights and remedies provided by law. We can repossess the Vehicle and charge you if we do this and you will not have any right to compensation. If you continue to operate the Vehicle after the right to do so is terminated, you agree we have the right to notify the police the Vehicle has been stolen. You hereby release and discharge us from any liability arising from such notice.

14. OVERDUE ACCOUNTS

The Operator reserves the right to charge interest at the rate of 2% per month on any outstanding balance owing from the end of the hire, until payment is received. The operator further reserves the right to recover from the Hirer all costs and/or expenses incurred in repossessing the Vehicle or instructing a solicitor or debt collection agency to recover any amount overdue for payment, and such cost and expenses shall bear interest as provided for above.

In addition, I (the hirer) agree that if I default in my payment obligations to the Operator, information about my default may be given to Veda Advantage, and Veda Advantage may give information about my default to other Veda Advantage customers.

15. WHAT TO DO IF THE VEHICLE IS IN AN ACCIDENT OR STOLEN OR LOST

a. You must report the accident or theft or loss to us as soon as possible and confirm this in writing as soon as reasonably possible (within 24 hours).

b. You and any driver must not admit responsibility to anyone in relation to the accident.

c. If possible, take a photo of the accident scene at earliest opportunity.

d. If police attend or if report is made to the police, obtain the name of police officer, file number and name of police station.

e. If any other Vehicles are involved, obtain the name and address of the other vehicle driver, make, model and registration number, their insurance company and policy number, as well as details of other vehicle operator, if any, ie. company name and address, if company car; rental company name and address of rental car company, etc.

f. You and any driver must forward to us any notices or other documents relating to any legal proceedings arising out of the accident or theft or loss.

g. You agree to provide assistance to us and our insurers in any legal proceedings to be brought by us in your name, and defending any proceedings brought against you.

h. You must return the original keys and report the theft or loss to the police as soon as reasonably possible if the Vehicle is lost or stolen.

16. EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at expiration of the rental period. The operator is not liable for such variations.

17. RELEASE AND INDEMNITY

a) The hirer releases the Operator, its employees and agents, from any liability to the hirer (regardless of who is at fault), for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.

b) The hirer hereby indemnifies and shall keep indemnified the Operator, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the hirer's use and/or possession of the vehicle.

c) Any indemnity required of the hirer shall not operate to indemnify the Operator in respect of any negligent act by the Operator

NOTE TO HIRER

Rental Car Village 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 authorized employee of the ministry of transport. All accidents must be reported within 24 hours.