

## RENTAL AGREEMENT

Hirer's Transport Service License No. 0320477  
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(Note: Both parties must fill out a separate Certificate of Responsibility form if the hirer is going to use the vehicle in a transport service. A Transport Service is a Goods Service, Passenger Service or a Vehicle Recovery Service. An example of a Transport Service is the operation of a truck with a GVM of 6000 kilograms or more, the operation of a motor vehicle that is carrying Passengers for hire or reward)

*Note that the following words which reflect the intention of the Schedule 3 of the Operator Licensing Rule 2007 are intended to comprise the core of the rental agreement. The actual layout of the agreement is a separate matter.*

This document is an agreement made between the rental service operator ("the operator") and the hirer whose particulars are recorded in this agreement (the "hirer"). It is hereby agreed as follows:

### **Vehicle description and term of hire**

1. The operator will let, and the hirer will take the motor vehicle, details of which are set out in page 1 of this agreement (the "vehicle"), for the term of hire as described in this agreement.

### **Persons who may drive the vehicle**

2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current full driver's licence appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person's name and address.

### **Payments by hirer**

3. The hirer shall pay the operator for the hire of the vehicle the sum or sums specified in this agreement.

4. In addition to the payment specified in clause 3 above, the hirer acknowledges that s/he shall be liable to pay to the operator at the end of the hire period any additional charges specified in the agreement. These may include charges for additional distance driven, fuel, late return, damage or repair up to the insurance excess amount (see also sections 13, 16 and 17 of this agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clauses 18 through 20 of this agreement) and the administration costs relating to those fines and fees, and toll charges. The charges may be deducted from the hirer's credit card, or by payment in any other agreed manner, during or after the term of hire is completed.

### **Use of the vehicle**

5. 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 operator's 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 without the operator's permission to do so;

- 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 and 58 of the Act;
- e) operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
- 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 RUC certificate, whichever is the lesser, for the vehicle;
- h) drive or allow the vehicle to be driven by any other 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 roads excluded in section 14 (h) of this agreement, or on any beach, driveway or surface likely to damage the vehicle; or
- j) allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.

#### **Operator's obligations**

6. The operator shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

#### **Hirer's obligations**

7. The hirer shall ensure that:

- a) all reasonable care is taken when driving and parking the vehicle
- b) the water in the vehicle's radiator and battery are maintained at the proper level;
- c) the oil in the vehicle is maintained at the proper level;
- d) the tyres in use;
- f) the distance recorder or speedometer are 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, he/she stops driving and advises the operator immediately.

#### **Mechanical repairs and accidents**

8. the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the operator of the full circumstances immediately. 9. The hirer shall not arrange or undertake any repairs or salvage without the operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

10.If the vehicle requires repair or replacement the operator shall .....  
.....

**Return of vehicle**

11.The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or to the operator’s agent’s place of business as shown on the front of this agreement, or obtain the operator’s consent to the continuation of the hire.

**Insurance**

12. The hirer is advised that:

- a) motor vehicle insurance must be provided by the operator, but
- b) the hirer can make their own insurance arrangements provided they are approved by the operator.
- c) If the operator is not satisfied that the hirer’s insurance is adequate, the operator may decline to hire the vehicle.

13. If the hirer elects to use the operator’s insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to clause 14, covered against any loss or damage to the vehicle, its accessories and spare parts, and for any consequential damage, loss or costs incurred by the operator through salvage or loss of revenue resulting from the hire to the extent set out in clause 13 (a) to 13 (d).

- a) The insurance premium is included in the hire charge.
- b) The hirer’s liability will be for any loss or damage to the vehicle, however caused, and for any consequential loss or damage, during the term of this hire, or during any authorised extensions to the term.
- c) The excess payable by the hirer is \$..... in the case of damage to, or accidents involving, the vehicle only (“single vehicle accidents”) and \$..... in the case of accidents involving the vehicle and one or more other vehicles (“multiple vehicle accidents”).
- d) On payment of liability reduction insurance of \$..... by the hirer, the excess payable by the hirer is \$..... for single vehicle accidents and \$..... for multiple vehicle accidents.

*Options to this clause:*

The hirer agrees to pay a bond of \$..... at the start of the hire which will be refunded once the vehicle has been returned in the same condition it was hired in.

**Insurance exclusions**

14. The hirer acknowledges that the cover referred to in clause 13 will not apply when:

- a) the driver of the vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the vehicle;
- b) 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) the vehicle is driven in any race, speed test, rally or contest;

d) the vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;

e) the vehicle is driven by an unlicensed person;

f) the vehicle is wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority;

g) the driver is convicted of a traffic offence while driving the vehicle

h) the vehicle was being driven on any of the following roads :

.....  
.....

i) the vehicle was operated outside the terms of this agreement or any agreed extension of this agreement.

15. It is agreed between the hirer and the operator that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

16. The hirer agrees that if any loss or damage is caused to the vehicle in any of the circumstances in clause 14, and the hirer allows the circumstance to arise or could reasonably have been expected to prevent it from arising, the hirer will be liable to the operator for any loss or damage to the vehicle during the term of hire and any extensions to the term, however caused, and for any consequential loss or damage.

**Hirer uses his/her own insurance.**

17. If the hirer elects to use his/her own insurance s/he accepts all liability for any loss or damage to the vehicle, its accessories and spare parts, and for any consequential damage, loss or costs incurred by the operator as a result of the hirer hiring the vehicle, however that loss, damage or cost may have been caused.

**Traffic offences.**

18. The hirer is advised that Section 9.5(1) of the Land Transport Rule: Operator Licensing 2007 permits the operator to debit the hirer's credit card for any infringement fee where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment, or an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offence against Part 6 the Land Transport (Road User) Rule 2004. The operator may also charge an administration fee of \$..... in addition to the traffic offence charge.

19. The hirer is advised that should the operator decide to debit their credit card for an infringement fee, the hirer has the right to:

- receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator;
- challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;
- 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); and
- dispute the matter with the credit card issuer.

20. By signing this agreement, the hirer acknowledges notification of the information in clauses 18 and 19.

**Cancellation of Hire Agreement**

21. The rental service operator or the hirer may cancel the hire agreement if:

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.....

22. If the agreement is cancelled the rental service operator and the hirer must:

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.....

**NOTE – THE OPERATOR MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.**



**Bad Horse Bikes**

Phone: +64 21 142 2128

Email: info@badhorsebikes.co.nz

GST No: 127-807-310

**AGREEMENT TO HIRE RENTAL VEHICLE**

**DATE:**

Fleet no.	Make	Model	Reg. No
Hirer's full name:  Address:  Phone:  Local address:  Work address:  Work phone:  Mobile:  Emergency contact: Name: Phone:		Date/time in: Date/time out:  Extended to:  Speedo in: Speedo out: Total Kms: Standard rate/Unlimited Kms (circle one) Hire Charge: Daily/Weekly/Monthly (circle one)  Charges: Kms per day Insurance per day Total:  <b>Overdue fees charged at .... Hours at ...% of Daily Rate</b> Damage Fuel Extras..... Total Charges:  Accessories: Panniers Tank Box	
Name and address of additional rider: 1.  2.		Address to be returned to:  Charges/adjustment for late return:	
Licence details: Hirer Licence no. Issued by: Expiry date: Birth date: Class: Endorsement: Restrictions: Signature:		Licence details: Additional Rider Licence no. Issued by: Expiry date: Birth date: Class: Endorsement: Restrictions: Signature:	



**Bad Horse Bikes**

Phone: +64 21 142 2128

Email: info@badhorsebikes.co.nz

GST No: 127-807-310

Hire Payment:

Visa  Cash  Eftpos  Online  Other....

Bond Payment

Visa  Cash  Eftpos  Online  Other....

Credit Card details:

Card number:

Name:

Expiry:

**See Clause 14**

The hirer acknowledges that he/she is aware of the exclusions set out in Clause 14.

..... Signature of Hirer

*You should not sign this unless you are sure you understand its effect.*

**HIRER'S LIABILITY**

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 Clause 13. This does not apply to damage or loss resulting from fire or from the 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.*

Clause 17

**REJECTION OF INSURANCE**

The hirer accepts that the vehicle is hired to him/her at his/her own risk in respect of the loss of or damage to the vehicle and consequential loss by the owner. The hirer accepts that he/she may be liable to the owner for any loss of or damage to the vehicle and consequential loss.

..... Signature of Hirer

*You should not sign this unless you are sure you understand its effect.*