

Avis New Zealand Terms & Conditions

The below T&Cs (including prices and taxes) are provided by Avis and may change without notice to DriveNow

Avis New Zealand Rental Agreements are comprised of the following Rental Terms and Conditions. Further details are provided on individual rental documents.

VEHICLE DESCRIPTION

1. The owner will let and the hirer will hire the motor vehicle described in the Rental Agreement enclosed, hereinafter referred to as "the vehicle".

DURATION OF HIRE

2. The term of hire shall be for the times and dates as stated in the Rental Agreement enclosed.

PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons named on the Rental Agreement or in a supplementary drivers sheet attached to this agreement and only if they hold a current full valid driver's licence 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 specified in the Rental Agreement. The minimum rental charge is 24 hours. Extra hours are charged at one third of the daily rate to a maximum of three hours, after which a full day will be charged. If the hirer is under 25 years of age, they may incur a surcharge.
5. In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner the sums as specified in the Rental Agreement for each day or part of a day 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 specified in the Rental Agreement for every kilometre run.
7. The hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

Most major credit cards including VISA, MasterCard, American Express, and Diners are accepted. You can only use a debit card if it has the MasterCard or Visa emblem / logo.

Please Note: If you fail to pay any money due under, or in connection with, the Rental Agreement within 14 days of the date by which You were required to pay the money:

- (a) Avis may charge you and you must pay interest at 10% (compounded daily) on the money from the expiry of 14 days from the date on which you were required to pay the money to the date of payment; and
- (b) in addition to interest, if Avis arranges for the collection of the unpaid money from you by a debt collection agency, You must also pay Avis:
 - (1) Avis's administration fee of \$50; and
 - (2) all collection costs, including collection agency and legal costs

HIRER'S OBLIGATIONS

8. 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.
9. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE

The following clause 10 shall not form part of this agreement if the hirer has signed the Rejection of Insurance section of the Rental Agreement.

10. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability he or she might have to the owner 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 owner, including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$5,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the vehicle.

EXCLUSIONS

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 his or her ability to drive the vehicle;
- (b) The vehicle is 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 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, or operated on any race or rally circuit;
- (d) The hirer is not a body corporate or department of State and the vehicle is driven by any person not named on the Rental Agreement, or in a supplementary named drivers sheet attached to this agreement (being the person or persons authorised to drive the vehicle in accordance with clause 3);
- (e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- (f) The vehicle is wilfully or recklessly damaged by the hirer or any other person named in clause 3 of this agreement, or driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person;
- (g) The vehicle is operated on any of the following roads; Tasman Valley Road (Mt Cook); Skipper's Canyon (Queenstown); Ninety Mile Beach (Northland); or any unformed roads, including beaches, i.e. roads other than tarseal and metal.
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term.

It is agreed between the owner and the hirer 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. In general this provision means that an exclusion will not apply if the hirer proves on the balance of probability that the damage or loss was not caused or contribute to by the matters referred to under the exclusion clause. The hirer acknowledges by signing the Rental Agreement that the hirer is aware of the above exclusions.

HIRER'S LIABILITY

The hirer acknowledges that he or she shall be liable for damages or loss to the extent indicated under the heading "Hirer's Liability" on the Rental Agreement. This does not apply to damage or loss resulting from fire or from the theft of conversion or attempted theft of the vehicle.

REJECTION OF INSURANCE

11. If insurance is rejected, the hirer accepts by signing the front of the enclosed Rental Agreement that the vehicle is hired at the hirer's own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts by signing the Rental Agreement that he or she may be liable to the owner for damage to or loss of the vehicle and consequential loss.

If insurance is rejected the hirer accepts by signing the Rental Agreement that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

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 petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS

14. Inherent vehicle mechanical faults receive free roadside assistance. A fee will be charged before the service is carried out for all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle.

15. 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 possible.

16. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner (this includes purchasing a replacement tyre) except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

17. 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

18. 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 1 of the Transport Services Licensing Act 1989.

19. The hirer shall not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Permit the vehicle to be operated outside his or her authority;
- (c) Operate the vehicle or permit it to be operated, in circumstances that constitute an offence by the driver against any of sections 56, 57 and 58 of the Land Transport Act 1998 (which relates to driving under the influence of drink or drugs);
- (d) Operate the vehicle or permit it to be operated in any race, speed test, rally or contest, or operated on any race or rally circuit;
- (e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Land Transport Act 1998, the Traffic Regulations 1976, or any other Act, regulations, rules or bylaws relating to road traffic;
- (f) 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;
- (g) Drive or permit the vehicle to be driven by any person if at the time of his or her driving the vehicle, the hirer or other person is not the holder of a current full valid driver's license appropriate for the vehicle;
- (h) Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- (i) Transport any animal in the vehicle (with the exception of guide dogs for visually impaired people).

RETURN OF THE VEHICLE

20. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location described in the Rental Agreement enclosed or obtain the owner's consent to the continuation of hire.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE OCCURS

21. The owner shall have right to terminate the hire and 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 and the rights of the hirer under this agreement or otherwise.

GPS

22. The hirer acknowledges that he or she shall be liable for:

(a) Damages to or loss of, including stolen, to the GPS unit. The charge is \$495.00 + GST per unit.

(b)

A handling and freight fee where any GPS accessory is damaged or not returned with the GPS unit. The charge is \$30.00 + GST per rental.

PARKING, SPEEDING, and TOLL ROAD INFRINGEMENTS

23. All penalties relating to parking and/or traffic offences are the responsibility of the renter.

An administration fee will be applied to process these infringements. These are: Speeding \$30 + GST, Parking \$30 + GST, and Toll Road \$30 + GST. The \$30 + GST fee applies to all fines incurred after 01 March 2008.

PRIVACY ACT

The information requested from you is to enable this company to assess your request to hire a vehicle from us, and in order to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if you do not, we are unable to hire a vehicle to you. The renter acknowledges that the owner will collect, hold and use the renter's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services of Avis. The renter further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the renter defaults in the payment of any monies owing to the owner and the renter hereby authorises the disclosure of its personal information for such purpose.

NOTE TO HIRER

The owner must give you at least one copy of the Rental Agreement. A copy must be kept in the vehicle throughout the term of the hire and produced on demand by any police officer or traffic officer, or other authorised employee of the Ministry of Transport.