

HERTZ NEW ZEALAND RENTAL SERVICE AGREEMENT TERMS AND CONDITIONS

This Rental Service Agreement comprises these terms and conditions (**Terms and Conditions**) and the rental document setting out particulars of the hire arrangement attached (**Term Sheet**).

This Rental Service Agreement sets out the terms and conditions on which Hertz New Zealand Limited or its licensee (**Hertz**) agrees to let a motor vehicle to the hirer named in the Term Sheet (**Hirer**).

VEHICLE DESCRIPTION

1. Hertz will let, and the Hirer will take on hire, the motor vehicle described in the Term Sheet (**Vehicle**).

HIRE TERM

2. The Hirer shall hire the Vehicle for the period commencing at the time and on the date specified in the Term Sheet as *Hire Start* and concluding at the time and on the date specified in the Term Sheet as *Hire End* (**Hire Period**).
3. The Hirer will, at or before the end of the Hire Period, either deliver the Vehicle to the place for return specified in the Term Sheet (or to such other place as agreed in writing with Hertz) or obtain Hertz' consent to the continuation of hire (in which case the Hirer shall pay additional hire charges for the extended Hire Period). If the Hirer fails to comply with this clause, the Hirer shall be liable for additional charges for the late return of the Vehicle as set out in this Rental Service Agreement.
4. For the purposes of clause 3 above, Hertz will not consider the Vehicle returned to it until the Hirer returns the keys for the Vehicle to the same Hertz depot that the Vehicle was returned to.

AUTHORISED DRIVERS

5. During the Hire Period, the Vehicle may only be driven by:
 - (a) the Hirer; and
 - (b) any additional authorised persons specified in the Term Sheet or in an authorised drivers list attached to this Rental Service Agreement (if any),

and in either case, only if such persons hold a full valid driver's licence appropriate for the Vehicle at the time that they are driving the Vehicle.

HIRE CHARGES

6. The Hirer shall pay Hertz for the hire of the Vehicle such sum or sums as are specified in the Term Sheet, plus goods and services tax (**GST**).
7. Hire charges for the Vehicle are calculated on a 'per day' basis, where each hire day consists of a consecutive 24 hour period. The first hire day commences at the *Hire Start Time* specified in the Term Sheet. The minimum Hire Period is one day (24 consecutive hours).
8. The Hirer must return the Vehicle by the *Hire End Time* on the *Hire End Date* as specified in the Term Sheet, or the Hirer will be liable to pay a hire charge for each additional day of hire of the Vehicle. Each additional day will be calculated from the *Hire Start Time*, on the *Hire End Date*, after allowing for a grace period of 29 minutes.

9. If the Hirer returns the Vehicle prior to the *Hire End Time*, the Hirer will remain liable to pay the hire charge for each day the Hirer has agreed to hire the Vehicle as set out in the Term Sheet.
10. The Hirer must comply with all restrictions applicable to any special hire rates or he or she will become liable to pay the standard rental rate that would otherwise have been charged by Hertz for the Vehicle for the Hire Period.
11. The Hirer will pay for all petrol or other fuel (but not oil) used in the Vehicle during the Hire Period. If the Hirer chooses not to refuel the Vehicle prior to returning it, Hertz will refuel the Vehicle and charge the Hirer for such fuel at the rate described in the Term Sheet plus GST.
12. If the Hirer exceeds any maximum travel distance specified in the Term Sheet, the Hirer will be liable to pay a distance charge at the rate described in the Term Sheet plus GST.
13. The Hirer will pay all road tolls charged for the Vehicle during the Hire Period.
14. The Hirer will be liable for the cost of replacing any key not returned with the Vehicle and/or any replacement key provided to the Hirer (including the cost of any courier or delivery charges).
15. Unless otherwise agreed in writing, if the Vehicle is not returned to Hertz on the same island as it was hired from, Hertz may charge the Hirer an additional fee of up to \$1,000 plus GST for its relocation.
16. Hertz may charge the Hirer up to \$250 plus GST for the cost of cleaning the Vehicle's interior if the Vehicle is returned in a condition requiring additional cleaning and deodorising in excess of the cleaning usually required for returned vehicles. This includes, but is not limited to, cleaning and/or deodorising necessitated by spillage of fluids, food, vomit, stains, smoke, unpleasant odours and animal hair.
17. Hertz may charge surcharges for drivers between the ages of 21-24.
18. Hertz may charge transaction fee surcharges in connection with the use of a credit card by the Hirer.
19. The Hirer will be liable to pay interest on all moneys due and unpaid under this Rental Service Agreement calculated at the rate of 10% above the interest rate payable by Hertz to its bankers for overdraft accommodation, on a daily basis from the due date for payment to the date payment is actually received.
20. The Hirer will be liable for all costs of enforcement and collection incurred by Hertz in relation to this Rental Service Agreement (including legal costs on a solicitor and own client basis).
21. The Hirer acknowledges that they shall be liable at the end of the Hire Period to pay to Hertz any applicable additional charges payable in accordance with this Rental Services Agreement. By way of summary, these charges include, but are not limited to:
 - (a) charges for late return of the Vehicle (clause 8)
 - (b) charges for petrol or other fuel used (but not oil) (clause 11);
 - (c) additional charges for distance driven (clause 12)
 - (d) road toll charges (clause 13);
 - (e) key replacement costs (clause 14);

- (f) a Vehicle relocation fee (clause 15);
 - (g) charges for cleaning and/or deodorising the Vehicle (clause 16);
 - (h) a surcharge for drivers between the ages of 21-24 (clause 17);
 - (i) credit card transaction fee surcharges (clause 18);
 - (j) interest on unpaid amounts (clause 19);
 - (k) enforcement and collection costs (clause 20);
 - (l) charges relating to damage to or repair of the Vehicle (subject to the other terms of the Term Sheet) and any enforcement charges relating to such damage or repairs (including legal costs);
 - (m) the administration fees specified in this Rental Service Agreement (clauses 41 and 50); and
 - (n) traffic and/or parking offence infringement fees (clause 48).
22. Hertz will deduct all charges due and payable under this Rental Service Agreement from the Hirer's credit card during or after the Hire Period is completed, or the Hirer may pay such charges as agreed with Hertz, such choice to be at Hertz' sole discretion.
23. The Hirer expressly and irrevocably authorises Hertz to deduct all charges determined by Hertz in its sole discretion to be payable under this Rental Service Agreement from the Hirer's credit card and such authority shall not be revoked without the prior written approval of Hertz.
24. The Hirer agrees that in the event of a dispute arising as to whether a fee has been appropriately charged to the Hirer's credit card, the Hirer will not seek to have the charge on the Hirer's credit card reversed, but will rather contact Hertz directly to discuss whether the charge has been applied in error.

HIRER'S OBLIGATIONS

25. The Hirer will ensure that:
- (a) all reasonable care is taken in handling and parking the Vehicle;
 - (b) the Vehicle is left securely locked when not in use;
 - (c) the water in the radiator and battery and the oil and coolant in the Vehicle are maintained at the proper level;
 - (d) no person interferes with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, or suspension systems of the Vehicle; and
 - (e) the tyres are maintained at the proper pressure.
26. If any warning light in the Vehicle is activated, the Hirer must stop driving as soon as is safely possible and:
- (a) refer to the manual in the glove box of the Vehicle and follow the instructions in the manual; and

(b) if the Hirer is unable to solve the problem, he or she must telephone Hertz Emergency Assistance on 0800 633 611.

27. If the Vehicle is damaged in any way, the Hirer must, as soon as practicable, advise Hertz in accordance with clause 30.

HERTZ' OBLIGATIONS

28. Hertz will supply the Vehicle in a safe and roadworthy condition, up to current warrantable standards.

29. Hertz will be responsible for all costs of running the Vehicle during the Hire Period except to the extent that those costs are payable by the Hirer under this Rental Service Agreement.

ACCIDENTS AND VEHICLE REPAIRS

30. If there is an accident involving the Vehicle or the Vehicle breaks down or requires repair or salvage (regardless of cause) the Hirer shall telephone Hertz Emergency Assistance 0800 633 611 immediately and follow the operator's instructions with respect to the Vehicle.

31. The Hirer shall not arrange or undertake any repairs or salvage without the Hertz' authority (including, but not limited to, purchasing replacement tyres) except to the extent that the repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.

32. If the Vehicle requires repair or salvage, Hertz may, at its sole discretion and without incurring any liability to the Hirer:

(a) elect to provide the Hirer with a replacement vehicle (which may not be the same make or class as the Vehicle) within a reasonable timeframe, taking into account the availability of other rental vehicles and the Hirer's location; or

(b) elect not to provide the Hirer with a replacement vehicle and cancel this Rental Service Agreement in accordance with clause 45.

LIABILITY

33. The Hirer is liable for:

(a) any loss or damage to the Vehicle, its accessories and spare parts arising during the Hire Period; and

(b) any loss of, or damage to, vehicles and property of third parties during the Hire Period arising out of or in connection with the use or misuse of the Vehicle; and

(c) any consequential damage, loss or costs, including salvage costs, loss of ability to re-hire and loss of revenue, incurred by Hertz in connection with the Hirer's use or misuse of the Vehicle (however that loss, cost or damage may have been caused).

34. The Hirer agrees to release and indemnify Hertz from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer may suffer or incur or become liable for as a result of the use or misuse of the Vehicle.

INSURANCE

35. Motor vehicle insurance is offered by Hertz but the Hirer may make his or her own insurance arrangements provided these are approved by Hertz. If Hertz is not satisfied

that the Hirer's insurance is comparable with Hertz' insurance cover, Hertz may decline to hire the Vehicle.

36. If the Hirer elects to use Hertz' insurance, any person named in this Rental Service Agreement as a person permitted to drive the Vehicle is, subject to the damage administration fee in clause 41, any excess payable by the Hirer as noted in clause 38 and the insurance exclusions set out in clause 42:
- (a) indemnified in respect of any liability he or she might have to Hertz in respect of:
 - (i) loss of or damage to the Vehicle and its accessories and its spare parts; and
 - (ii) any consequential loss of revenue or other expenses of Hertz, including towing and salvage costs associated with the recovery of the Vehicle and its accessories and spare parts; and
 - (b) indemnified in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person arising out of use of the Vehicle.
37. If the Hirer elects to use Hertz' insurance, the insurance premium is included in the hire charge.
38. If the Hirer elects to use Hertz' insurance the excess payable by the Hirer is as specified in the Term Sheet in box ADE (plus GST) (**Excess**), and is payable for each and every incident involving the Vehicle, unless the Hirer elects to purchase accident excess reduction insurance (AER Insurance) in accordance with clause 39.
39. The Hirer may purchase AER Insurance to cover the Excess payable by the Hirer under Hertz' insurance cover. If the Hirer elects to purchase AER Insurance, he or she will pay the daily rate described in the Term Sheet in box AER (plus GST) for the Hire Period.
40. The Hirer acknowledges that if he or she elects to use Hertz' insurance but does not purchase AER Insurance, he or she will be liable for all damage, loss and costs referred to in clause 33 up to the amount of the Excess.
41. An additional damage administration fee of \$75 plus GST will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the Hirer elects to use Hertz' own insurance or has their own insurance arrangements. This fee may be refunded or waived at the sole discretion of Hertz.

INSURANCE EXCLUSIONS

42. The Hirer acknowledges that Hertz' own insurance detailed in clause 36 will not apply where:
- (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, 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 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 any practice run prior to such an event;

- (d) the Hirer is not a body corporate or government department and the Vehicle is driven by any person other than the Hirer or any person named in this Rental Service Agreement as a person permitted to drive the Vehicle;
 - (e) the Vehicle is driven by any person who at the time he or she drives the Vehicle is disqualified from holding a driver's licence appropriate for that Vehicle or is otherwise an unlicensed person;
 - (f) the Vehicle is wilfully or recklessly damaged by the Hirer or any other person named in this Rental Service Agreement as a person permitted to drive the Vehicle, 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 outside the terms of this Rental Service Agreement;
 - (h) the driver is convicted of committing a traffic offence that occurred while driving the Vehicle;
 - (i) the Vehicle is driven off-road and/or on roads other than tar seal or metal, or is driven on Skippers Road (Queenstown), the road to Macetown in the Queenstown area, Tasman Valley Road (Mt Cook) or 90 Mile Beach (Northland); or
 - (j) any type or grade of fuel or any other substance that is not specified as appropriate for the Vehicle by Hertz or the Vehicle's manufacturer is injected or placed into the Vehicle's fuel tank.
43. It is agreed between Hertz and the Hirer that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the above exclusions as if this clause constituted a contract of insurance.

HIRER'S OWN INSURANCE

44. If the Hirer elects to use his or her own insurance (in accordance with clause 35 above), then the Hirer accepts all liability for all losses, costs and damages set out in clause 33 and 34 above and agrees that clause 36 does not apply to such losses, costs and damages.

CANCELLATION

45. Hertz may cancel this Rental Service Agreement and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of the Rental Service Agreement, or if the Vehicle is involved in an accident, breaks down or requires repair or salvage.
46. Cancellation of this Rental Service Agreement shall be without prejudice to the rights of Hertz and the obligations of the Hirer under the Rental Service Agreement or otherwise. In particular, the Hirer will remain liable for all hire and additional charges payable under this Rental Services Agreement.

USE OF THE VEHICLE

47. The Hirer must 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 Hertz' knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 (**Act**).
 - (b) sublet or hire the Vehicle to any other person;
 - (c) allow the Vehicle to be operated outside his or her authority;

- (d) operate the Vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Act;
- (e) operate the Vehicle or allow it to be operated in a 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, 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 than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;
- (h) 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 full current driver's licence appropriate for the Vehicle;
- (i) drive or allow the Vehicle to be driven off-road or on any of the roads listed in clause 42(i) above. For the purposes of this Rental Service Agreement, "off-road" includes, but is not limited to, any beach, dirt track, river bed or an area likely to damage the Vehicle;
- (j) allow the Vehicle to be driven by any person who is not named or described in the Rental Service Agreement as a person permitted to drive the Vehicle;
- (k) operate the Vehicle or allow it to be operated to propel or tow any other vehicle;
- (l) transport any animal in the Vehicle with the exception of guide dogs;
- (m) operate or allow the Vehicle to be used in involvement with any illegal activity; or
- (n) allow any person to smoke in the Vehicle.

HIRER'S LIABILITY FOR INFRINGEMENT FEES

- 48. The Hirer is liable for all penalties incurred during the Hire Period related to traffic and/or parking offences, including infringement fees for speeding offences, failure to comply with traffic signals, toll offences, parking violations and vehicle clamping fees.
- 49. Under New Zealand law, Hertz may charge an infringement fee to the Hirer's credit card for any traffic/parking offence committed during the Hire Period.
- 50. Hertz may also charge an administration fee of \$50 plus GST to the Hirer's credit card to cover the cost of:
 - (a) debiting the Hirer's credit card; and/or
 - (b) processing and sending to the Hirer notices relating to traffic and/or parking offences.
- 51. Hertz undertakes, in the event of receiving a notice of any traffic or parking offence, to send a copy of the infringement notice and a copy of any reminder notice to the Hirer as soon as is practicable. The Hirer also authorises Hertz to provide such necessary information to the relevant issuing enforcement authority for such notices to be directed to the Hirer.
- 52. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the relevant issuing enforcement authority, and has a right to 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).

PRIVACY STATEMENT

Hertz has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a motor vehicle and completing this Rental Service Agreement. The Hirer acknowledges that Hertz will collect, hold and use the Hirer'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 provided by Hertz. Hertz may also disclose personal information to its related companies, agents, assigns, associates and transferees for these purposes. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's credit card provider in the event that the Hirer defaults on the payment of any monies owing to Hertz, or other parties involved in an accident with the Vehicle during the Hire Period, or any organisations responsible for issuing, processing or handling traffic and/or parking related infringements, and the Hirer authorises the disclosure of his or her personal information for such purposes. Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information.

NOTE TO HIRER

A COPY OF THIS AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED WITHOUT DELAY FOR INSPECTION ON DEMAND BY AN ENFORCEMENT OFFICER.