

# STATUTORY TERMS AND CONDITIONS OF HIRE

An Agreement made between the Owner and the Hirer whose particulars are entered overleaf. It is agreed as follows:

## Vehicle Description

1. The owner will let and the Hirer will take on hire the motor vehicle described overleaf herein after referred to as the vehicle.

## Duration of Hire

2. The term of hire shall be for the period as described overleaf and herein.

## Persons who may drive Vehicle

3. The vehicle may be driven during the period of hire only by the Hirer and persons named on the front of this form and only if they hold a current 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 of hire a hire charge at the rate referred to overleaf 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 liability charge at the rate referred to overleaf, for the indemnity cover set out in Clause 11 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 overleaf.

7. The Hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire.

8. The Bond referred to overleaf shall be held by the owner as security for the return of the vehicle and as security for payment of any sums owed by the Hirer to the owner on the termination of this Agreement. Upon the termination of the Agreement the owner shall be entitled to apply the Bond in payment of all amounts owed by the Hirer under the Agreement and any balance shall be refunded to the Hirer. All payments due by the Hirer can be collected by the owner, by any method as agreed by the Hirer elsewhere in this agreement.

## Hirer's Obligations

9. 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;

10. 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

11. 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 might have to the owner in respect of the loss of 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 \$50,000.00 in respect of any liability he might have for damage to any property (including injury to any animal) belonging to any other persons 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 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 on any closed road or non-public roadway;
- (d) The Hirer is not a body corporate or department of State and the vehicle is driven by any person other than the Hirer and any other person named on the front of this agreement;
- (e) The vehicle driven by any person who at the time when he 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 driving the vehicle with 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; Ball Hut, Mt Cook; Skippers Canyon Road, Queenstown; 90 Mile Beach, Northland; or any unsealed roadway;
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term;
- (i) The vehicle is involved in a Single Vehicle Incident;
- (j) The vehicle is damaged while stationary or reversing;
- (k) The Vehicle is damaged as a result of incorrect use of fuel by the Hirer;
- (l) The Roof or Rooftop Tents are damaged as a result of misuse by the Hirer

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. The Hirer acknowledges that he is aware of the above exclusions, by his signature on the front of this agreement;

## Hirer's Liability

The Hirer acknowledges that he is liable for damages or loss to the extent indicated under the heading "Hirer's Liability" on the front of this Agreement. 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.

NB: The excess applied shall be for each and every claim. Window glass damage or breakage also carries a separate excess. Such amounts will be collected as part of the total amount due under this agreement.

## Rejection of Insurance

12. If liability cover is rejected the Hirer accepts by his signature on the front of this Agreement that the vehicle is hired to him at his own risk in respect of Loss of or damage to the vehicle and consequential loss by the owner. The Hirer by his signature on the front of this agreement accepts that he may be liable to the owner for any loss of or damage to the vehicle and consequential loss. If insurance is rejected the Hirer accepts by his signature on the front of this form that he has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

## Owner's Obligations

13. The owner shall supply the vehicle in a safe and roadworthy condition.

14. 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.

NB: 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

15. If the vehicle is damaged or requires repair or salvage, whether because of any accident or breakdown, the Hirer shall advise the owner of the full circumstances by telephone, facsimile or e-mail as soon as practicable.

16. 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.

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 I of the Transport Services Licensing Act 1989. The Hirer shall not:

- (a) Sublet or hire the vehicle to any other person;
- (b) Permit the vehicle to be operated without his authority and then only by an authorised driver named on the front of this Agreement;
- (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
- (d) Operate the vehicle or permit it to be operated in any race, speed test, pace notes, rally, or contest, or on any closed road or non-public roadway;
- (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 Land Transport Act 1998, the Traffic regulations 1976, or any other Act, regulations, or bylaws relating 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 his 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

20. (a) A relocation fee will be applicable to any vehicle being left at any place other than the address shown as the return address shown overleaf and all charges to reposition the vehicle to that address shall be chargeable, and, or any hire shorter than the specified return date may have its daily rate adjusted according to the length of hire - this will be done at the discretion of the owner.

(b) The Hirer shall return the vehicle in the same clean and tidy condition at the expiry of the term of hire or a surcharge for cleaning may be imposed upon the Hirer for such cleaning. No refund of Bond can be made until a vehicle has been cleaned and inspected for any damage.

## Immediate Return of Vehicle where default or damage

21. The owner shall have the right to terminate the hiring 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.

## New Zealand Pickup & Dropoff Locations:

### Auckland

26 Greenpark Road  
Penrose, Auckland

### Christchurch

135 Ferry Road  
Christchurch

### Queenstown

144 Glenda Road  
Frankton, Queenstown

## Roadside Assistance call AA

**SMS / TEXT: +0061 417 740 308**

**Or Call: 0800 240 244**

Membership No. 804 8715

## For General Enquires or to Extend your Hire

**Ph: 0800 24 68 70**

Or if calling from International phone: +64 9 579 7242

## SUPPLEMENTARY TERMS OF CAMPERVAN HIRE

### Rental

1.1 Subject to the terms of this Agreement, the Company agrees to hire the Vehicle to You and You agree to hire the Vehicle from the Company for the Hire Period. If the Company grants its consent to an extension of the Hire Period, the Return Date shall be extended to 10:00am (or such other time as may be noted on the face hereof) on the last day ("the Extended Return Date") of the agreed extension of the Hire Period. You may only use the Vehicle for the duration of the Hire Period, if you fail to return the Vehicle on the Return Date without the prior consent of the Company, the Company may treat the Vehicle as stolen and may report same to the authorities without incurring any liability to You whatsoever.

1.2 You acknowledge and agree that the Vehicle is delivered to you in good operating and roadworthy condition, with the seal of the odometer unbroken and without any damage or defects (mechanical or otherwise) other than those noted on the Condition Diagram (which you also acknowledge accurately reflects the condition of the Vehicle at the time you take Possession of it). You must return the Vehicle to the Return Location on the Return Date in the same condition as it is in as at the Commencement Date fair wear and tear excepted (other than windscreen or tyre rim damage). Despite anything herein to the contrary, however, and without prejudice to its other rights, the Company may retake Possession of the Vehicle without prior demand and at your expense if you breach this Agreement, or if the Vehicle is illegally parked, used in violation of any law or is in the Company's opinion apparently abandoned. If Possession is retaken, any unexpired part of the Hire Period will thereupon be extinguished without any refund to you.

### Charges and Bond

2.1 You must pay the Daily Hire Charge for each day of the Total Hire Period in advance or as otherwise agreed by the Company. If the Vehicle is returned with the seal of the odometer broken the person responsible will be reported to the appropriate authority and You must pay additional hire charges calculated on the basis of 500 kilometres per day at \$0.50 per kilometre.

2.2 Prior to taking Possession of the Vehicle, you must deposit the Bond with the Company. The Bond may be deposited in the form of bank transfer, EFTPOS payment or of a credit card imprint signed by the cardholder. Notwithstanding anything to the contrary in this Agreement, the Company is hereby irrevocably authorised to debit against the Bond from time to time any moneys that become payable by You pursuant to this Agreement; to avoid doubt, if the Bond is provided by way of a credit card imprint, the Company is authorised to debit such moneys aforesaid against the Bond from time to time even if the total thereof exceeds the amount of the Bond noted on the face hereof and may exercise its rights hereunder even if the bond slip has been destroyed or returned to You.

### Additional Charges For Which You May Become Liable

3.1 Notwithstanding anything in this Agreement to the contrary, to the full extent permitted by law, if you breach this Agreement You must pay or repay to the Company on demand, and You hereby indemnify the Company in respect of, all losses, expenses and damages which the Company or any Third Party sustains by reason of such breach, including but not limited to (i) any personal injury, loss of income, or property loss or damage sustained by either of them; (ii) any repair costs to the Vehicle or any Third Party vehicle, or the replacement cost thereof if in the opinion of the Company the same cannot be repaired; (iii) any speeding or parking fines, any assessment, transportation, towing and recovery, and storage charges or expenses incurred by the Company or Third Party aforesaid; (iv) any legal costs and administration expenses incurred by the Company in investigating and/or responding to, defending or prosecuting any legal proceedings, claims or enquiries arising in connection with any such breach of this Agreement; and (v) any judgment obtained by any Third Party against the Company in any Court or Tribunal of competent jurisdiction which in any way relates to or arises from any breach of this Agreement, including any legal costs and expenses, and interest payable thereunder.

3.2 Any moneys payable by you pursuant to this Agreement shall be recoverable as a liquidated debt. The provisions of this Clause 3 are for the sole benefit of the Company.

### Breach

4.1 You will be in breach of this Agreement if: (i) you fail to pay any part of the Daily Hire Charges or other moneys payable hereunder by the due date hereunder; (ii) The Vehicle is involved in any parking or other traffic violation for which a fine is imposed and you fail to discharge any fine in relation thereto within twenty-four hours of such violation, whether or not you know of such violation; (iii) the Vehicle is involved in any single vehicle accident; (iv) the Vehicle is involved in any multiple vehicle accident caused or contributed to by you; (v) the Vehicle is lost or stolen; (vi) The underbody of the Vehicle is damaged regardless of cause; (vii) The Vehicle is totally or partially immersed in water regardless of cause; (viii) The interior of the Vehicle is damaged regardless of cause; (ix) The tyres of the Vehicle are damaged otherwise than by normal wear and tear; (x) The Vehicle is damaged by driving it under an object lower than the height of the Vehicle; (xi) You fail to maintain all fluid levels; (xii) You fail immediately to rectify or report to the Company any defect in the Vehicle of which you become aware or of which you should have been aware; (xiii) The Vehicle is damaged by loading or unloading, other than normal wear; (xiv) You fail to secure properly any load or equipment which leads to the loss or damage caused by any part of the said load or equipment; (xv) if you have directed the Company to bill any moneys, including the Bond, payable by You hereunder to a person who is not a Hirer, that other person fails to make payment when due or prevents (by legal action or otherwise) the deduction of any moneys payable by You hereunder from any Bond provided by that person; (xvi) Any attempt by the Company to deduct moneys from any credit card nominated by You for the purposes of this Agreement is declined, for whatever reason; (xvii) You fail promptly to report any incident of loss or damage involving the Vehicle during the Entire Hire Period to the Company, or You fail to deliver to the Company any summons, complaint, claim or other paper in relation to such loss or damage; (xviii) You fail to report any incident involving the Vehicle as aforesaid to the police or other proper authorities; (xix) You fail to return the Keys to the Vehicle when returning the latter; (xx) You fail to comply with any of your obligations (whether positive or negative) as set out in this Agreement; (xxi) You abandon the Vehicle; (xxii) You permit an Unauthorised Person to drive the Vehicle; and/or (xxiii) You drive the Vehicle: (a) Outside the nominated Area of Use; (b) On unsealed roads or in off-road conditions; (c) To carry persons for hire or to carry any inflammable, explosive or corrosive materials; (d) To propel or tow any vehicle, trailer, boat or other object; (e) To carry any animal or pet in the Vehicle; (f) To carry any greater load and/or more persons than is lawful or to use in a manner or for a purpose other than for which the Vehicle was designed and constructed; (g) For racing, pacemaking, reliability trials, speed trials, hill climbing or being tested in preparation for those purposes; (h) In a dangerous, dazed or negligent manner; (i) In contravention of any legislation or regulation controlling vehicle traffic or for any illegal purpose; and/or (j) Without due care and attention.

### Company's Indemnity

5.1 During the Hire Period the Company will indemnify You ("the Indemnity") in respect of any Court Judgment obtained by a Third Party in respect of property loss or damage arising from an incident caused or contributed to by You to a limit of \$50,000, other than in relation to any property which is (a) owned by You (or any friend, relative, associate or partner of Yours) or (b) in your Possession or control, provided always that: (i) You have paid the Liability Charge to the Company in cash within 12 hours of the said incident in consideration for the Company giving the required Indemnity; and (ii) You are not in breach of this Agreement (whether prior or subsequent to the said incident); and (iii) You are not covered under any policy of insurance in respect of the said incident; (iv) You promptly provide such information and assistance as may be requested by the Company from time to time and, if requested, You have authorised the Company or any other person nominated by the Company ("the Nominee") to bring, defend or settle legal proceedings in which event the Company or the Nominee as the case may be shall have sole conduct of the proceedings; (v) You acknowledge and agree that the Company shall be subrogated to any rights which You at any time have or might have against any other person as a consequence of the incident for which You require the Indemnity ("the Subrogated Rights"); and (vi) You have not engaged in any act or omission which in the Company's unfettered opinion has detrimentally affected its ability to enforce the Subrogated Rights; (vii) Prior to entering into this Agreement, you fully disclosed any Material Fact to the Company; and (viii) You have not admitted liability wholly or in part for the incident.

### General Provisions

6.1 You release and hold harmless the Company (and its agents and employees) from all claims for loss or damage to your personal property, or that of any other person whose property is left in the Vehicle, or which is received, handled or stored by the Company at any time before, during or after the Entire Hire Period, whether due to the Company's negligence or otherwise.

6.2 Except as provided by law, and then only to the extent that any such obligation cannot be excluded: (a) no part of any moneys paid or payable by You pursuant to this Agreement is refundable; and (b) no driver or passenger or Hirer in the Vehicle shall be or be deemed to be the agent, employee or sub-contractor of the Company for any purpose whatsoever.

6.3 You acknowledge and agree that the Company gives no express warranty (and that to the fullest extent permitted by law the Company excludes any warranty implied by any law) as to any matter whatsoever including without limitation the condition of the Vehicle and any equipment or facilities therein, or the merchantability or fitness for any purpose of such Vehicle or equipment or facilities provided always that to the extent that the Company is unable to exclude any implied warranty aforesaid you acknowledge and agree that so far as the law permits the Company's liability for the breach of any such implied warranty shall be limited to the total of the Daily Hire Charges paid by you less any fees, charges and expenses incurred by the Company in relation hereto, including any commissions or booking fees paid to a Third Party.

6.4 The exercise of any of the Company's rights hereunder shall in no way limit, restrict or prejudice the Company's ability to exercise any of its other rights, remedies and powers whether contractual, statutory or common law in nature, and whether legal or equitable.

6.5 No right of the Company under this Agreement nor any of Your obligations hereunder may be waived except in writing by a director or solicitor of the Company;

6.6 This Agreement shall be governed by the laws of New Zealand and You and the Company submit to the non-exclusive jurisdiction of the courts of New Zealand.

6.7 Where any dispute arises between the Company and the Hirer as to any date or amount or the existence of any fact (including any breach) for the purposes of any provision of this Agreement, a certificate signed by any one of the directors, attorneys, solicitors or secretary for the time being of the Company stipulating the same shall be conclusive evidence thereof unless You prove the contrary.

6.8 You hereby irrevocably nominate, constitute and appoint the Company and each of its directors and officers from time to time the several attorneys jointly and each of them severally to be your true and lawful attorneys to act and deed in your name and on your behalf from time to time if and when the Company shall think fit for the purpose of giving full effect to its rights hereunder provided always that the provisions of this clause shall be deemed to come into force and the powers hereby conferred on the Company shall be exercisable only if and when You are in breach of this Agreement. Notwithstanding anything herein to the contrary, you acknowledge and agree that the Company is not an insurer and does not represent itself to be an insurer. For the protection of the Company, you also acknowledge and agree that if the Company is found to be an "insurer" or a purported insurer, by any Court or Tribunal of competent jurisdiction for the purposes of any law governing any arrangement relating to or forming part of this Agreement whether statutory or otherwise, this Agreement shall be read and construed as though Clause 5.1 of this Agreement had been severed from the beginning.

6.9 Should any term, covenant, condition, provision, stipulation or restriction herein contained be or become illegal or unenforceable then in such case this Agreement shall be read and construed as if such term, covenant, condition, provision, stipulation or restriction as the case may be had been severed from the beginning and the remaining part of this Agreement shall remain in full force and effect.

6.10 Time is of the essence of this Agreement.

### Definitions and Interpretation

7.1 Unless the context otherwise requires, in this Agreement the following words shall have the meanings ascribed to them: "Area of Use" means New Zealand apart from any road where, under this Agreement, vehicle insurance is specifically excluded; "Bond" means the amount noted as such on the face hereof; "Commencement Date" means the time and date noted in the "Hire Details" section on the face hereof; "Company" means Wicked Culture Limited; "Condition Diagram" means the motor vehicle diagram on the face hereof for the purposes of recording any damage or defects in the Vehicle at the time You take Possession of it; "Daily Hire Charge" means the amount noted as such on the face hereof; "Details" means full name, residential address, date of birth, and licence number and licence expiry date; "Extended Return Date" means the meaning set out in sub-Clause 1.1 hereof; "Hire Period" means the period commencing on the Commencement Date and terminating on the Return Date; "Hirer" means a person who has personally: (a) Attended at the Rental Location, (b) Presented a copy of his or her Driver's Licence to the Company's representative who signs this Agreement on behalf of the Company, and (c) Signed the acknowledgement at the foot of the face hereof; "Keys" means any and all keys relating to the Vehicle and delivered to You by a representative of the Company; "Liability Charge" means the amount noted as such on the face hereof; "Material Fact" means any fact relating to You which had it been disclosed to the Company might reasonably be expected to have resulted in the Company severing Clause 5 hereof from this Agreement, including (but not limited to) the fact that at any time during the five (5) calendar years immediately prior to Your entering into this Agreement You were involved in a motor vehicle accident, committed any traffic infringement, committed any criminal offence or made any claim in relation to any insurance policy arising out of the use or ownership of a motor vehicle, or that you were affected by any medical condition which might in any way impair your ability safely to manage a motor vehicle; "Possession" means any degree of possession and includes actual custody and lawful, legal and constructive possession; "Rental Location" means the premises nominated as such on the face hereof, and in the absence of any such nomination, means the premises from which you take Possession of the Vehicle at the commencement of the Total Hire Period; "Return Date" means the date noted on the face hereof or the Extended Return Date as the case may be; "Return Location" means the premises nominated as such on the face hereof, and in the absence of any such nomination, means the Rental Location; "Single Vehicle Accident" means any incident in which the Vehicle sustains a loss or damage irrespective of the cause except an incident involving another Vehicle which has been identified and all details of which have been provided by You to the Company; "Third Party" means any person other than You or the Company; "Total Hire Period" means the Hire Period and includes each day thereafter until the Vehicle is physically returned to the Return Location; "Unauthorised Person" means any one or more of the following persons: (a) A person who is not a Hirer, (b) A person who is not licenced for the class of vehicle to which the Vehicle belongs (whether or not such person is a Hirer), (c) A person whose blood alcohol concentration exceeds the lawful percentage, (d) A person whose driver's licence has been cancelled, endorsed or suspended within the last three years or who is otherwise on a probationary licence (whether or not such person is a Hirer), (e) A person who has held a driver's licence for less than two years (whether or not such person is a Hirer), or (f) A person who has not inserted his or her full Details on the face hereof (whether or not such person was otherwise intended to be a Hirer); "Vehicle" means the motor vehicle identified on the face of this document and includes all accessories, tools, tyres and equipment affixed (permanently or otherwise) thereto or contained therein and any replacement motor vehicle; "You" means the Hirer hereunder.

7.2 Unless the context otherwise requires, in this Agreement: (a) Any word importing the singular includes the plural and vice versa; (b) Any word importing one gender includes the other genders; (c) Any reference to a person shall be construed as a reference to any person, firm, company, corporation, government, governmental authority, of a state or any association or partnership (whether or not having corporate legal personality) or any two or more of the above; (d) Any reference to a statute is to be considered as including all statutory provisions consolidating, amending or replacing the statute referred to and all regulations, rules, by-laws, proclamations, orders and other authorities pursuant to the statute; (e) Any reference to a clause, sub-clause, paragraph or Schedule shall, unless otherwise indicated, refer to a clause, sub-clause, paragraph or Schedule to or of this Agreement; (f) Any heading used in this Agreement is used for convenience only and shall not be used in the interpretation of this Agreement; (g) Derivatives of any term to which a meaning is assigned in this Agreement shall have a corresponding meaning; (h) Where the Hirer consists of more than one person the covenants on the part of the Hirer herein contained shall bind each two or more of the persons jointly and each person severally. The release of one or more Hirers from an obligation hereunder shall not release any remaining Hirer; (i) A reference to a day includes a part of a day; and (j) This Agreement shall not be construed contra proferentum.