

# RENTAL AGREEMENT

**Jimny NZ**

WHATSAPP +64274918844  
rental@jimny.co.nz



## CLIENT INFORMATION

Name:  
**Kyle Kirkwood**

Address:  
**198 Orakei Road**

Phone:  
**+64 0274609097**

City:  
**Auckland**

Email:  
**kylekirkwood5953@gmail.com**

State:  
**n/a**

Date of birth:  
**06.06.2000**

Zip:  
**1050**

Driving Licence:  
[Drivers License .pdf](#)

Country:  
**New Zealand**

## AUTHORIZED DRIVERS

The only persons authorized to use or operate this vehicle are the renter and others we have expressly authorized below. Anyone using or operating this vehicle must be licensed, at least 25 years of age, and comply with this agreement.

No unauthorized person(s) are allowed to drive. The customer may permit only the following person(s) to drive.

Name: **n/a** Date of birth: **n/a** Licence: **n/a**

## RESERVATION DETAILS

Reservation made:  
**04.09.2025, 11:25 am**

Date/Pick-up time:  
**19.09.2025, 8:00 pm**

Date/Return time:  
**22.09.2025, 8:00 pm**

Reference ID:  
**ZT1756941934**

Duration:  
**3 days**

Pickup Location:  
**Christchurch**

Return Location:  
**Christchurch**

## VEHICLE DETAILS

Type:  
**Jimny 5 Door**

Vehicle:  
**Suzuki Jimny - QMA60 - 07**

Pickup mileage:

Return mileage:

**Fuel OUT:**

E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
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**Fuel IN:**

E	1/8	1/4	3/8	1/2	5/8	3/4	7/8	F
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**PRICE SUMMARY**

Daily rent rate (for 3 days): <b>\$ 75.00</b>	Rental price: <b>\$ 225.00</b>
Options and extras: <b>Adventure Package (\$ 75.00 per day / qty: 1): \$ 225.00</b>	Extras price: <b>\$ 225.00</b>
Excess insurance: <b>Premium Excess Reduction (Premium: \$ 500.00): \$ 29.25 per day</b> <b>Standard Insurance - Included (Free) (Premium:\$ 2,500.00 Included)</b>	Excess insurance price: <b>\$ 87.75</b>
Mileage per day: <b>250km</b>	Extra Mileage Fee: <b>\$ 0.40 per KM</b>
<b>Other charges:</b> <b>Location fee</b> <b>Car delivery fee</b> <b>Out-of-hours fee</b>	Price: <b>\$ 0.00</b> <b>\$ 0.00</b> <b>\$ 0.00</b>
	Subtotal: <b>\$ 537.75</b>
GST: <b>15%</b>	GST total: <b>\$ 70.14</b>
	Already paid: <b>\$ 0.00</b> Remaining payment: <b>\$ 537.75</b>
	<b>Total:</b> <b>\$ 537.75</b>

**Renter's Signature:**



Name: Kyle Kirkwood

IP Address: 104.193.135.217

## TERMS AND CONDITIONS

### Rental Agreement

The Rental Agreement comprises these terms and conditions and the rental document setting out the hire details, which is provided with each vehicle at the point of hire (referred to in these terms and conditions as the "Rental Document"). The Rental Agreement is made between Wilberforce Offroad Limited (herein referred to as "the owner") and the person and/or company signing the Rental Document (herein referred to as "the hirer") whose particulars are recorded in the Rental Document. It is hereby agreed as follows:

#### 1. VEHICLE DESCRIPTION AND TERM OF HIRE

1.1 The owner will let and the hirer will take the motor vehicle, details of which are described in the Rental Document (herein referred to as "the vehicle"), for the term of hire as described in the Rental Document.

#### 2. PERSONS WHO MAY DRIVE THE RENTAL VEHICLE

2.1 The vehicle may be driven during the term of hire only by the persons named on the Rental Document or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current full valid driver's licence appropriate for the vehicle while they are using the vehicle.

2.2 The hirer and any drivers must be at least 18 years old.

#### 3. PAYMENTS BY HIRER

3.1 The hirer shall pay the owner for the hire of the vehicle the sum or sums specified in the Rental Document and authorizes the owner to charge all amounts payable to the hirer's account. The hirer's account means a nominated debit card, credit card, or pre-arranged charge account.

3.2 In addition to the payment specified in clause 3.1 above, the hirer acknowledges that they shall be liable at the end of the hire term to pay to the owner any applicable additional charges payable at the end of the term. These include, but are not limited to:

3.2.1 A fee to cover additional drivers;

3.2.2 Additional charges for distance driven (as specified in the Rental Document for every kilometre run);

3.2.3 Charges for petrol or other fuel used (but not oil);

3.2.4 Road user charges;

3.2.5 Charges for the late return of the vehicle;

3.2.6 Charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;

3.2.7 Traffic and/or parking offence infringement fees, including but not limited to those related to speeding, as well as any associated administration or processing fees;

- 3.2.8 Administration fees as specified in the Rental Agreement; and
  - 3.2.9 Any surcharges in connection with the use of a debit or credit card by the hirer.
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## 4. ADDITIONAL CHARGES

4.1 The owner will charge the amounts set out in clauses 3.1 and 3.2 above to the hirer's account during or after the term of hire is completed, or the hirer may pay such charges as agreed with the owner, such choice to be at the owner's sole discretion.

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## 5. FAILURE TO PAY

- 5.1 If the hirer fails to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the hirer was required to pay the money, the owner may, without prejudice to any other rights or remedies the owner may have or be entitled to, charge the hirer and the hirer must pay all additional costs as outlined below:
- 5.1.1 Interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the hirer was required to pay the money to the date of payment;
  - 5.1.2 All costs incurred by the owner for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
  - 5.1.3 An administration fee of \$50.
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## 6. DIRECT DEBIT AUTHORITY

- 6.1 Once the hirer places a booking online, the owner will set up a direct debit authority through GoCardless. Prior to the booking, the owner will take payment for the remainder of the booking cost.
- 6.2 If there are any damages or fines, the owner will collect payment via the direct debit authority.
- 6.3 The direct debit authority will remain in place for 30 days after the end of the booking to account for any additional charges, such as speeding tickets, parking tickets, or any other applicable fines. This includes any charges arising under Clause 10A (Security Hold for Excessive Speeding).
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## 7. CANCELLATION POLICY

### 7.1 No Show Fee

If you fail to cancel your booking before your scheduled pick-up time and do not collect the vehicle on the pick-up date, or if you fail to meet the pick-up terms, a **No Show/Lost Rental Fee** of \$150 (including GST) will be charged. This fee accounts for our administrative costs and compensates us for the reserved vehicle being unavailable to other customers.

### 7.2 No Refund for No Show

No refund will be issued for failure to show up or meet the pick-up terms. The No Show Fee will be charged to your preferred payment method within 14 days of the scheduled pick-up/no-show date.

### 7.3 Cancellations

- 7.3.1 If you cancel your booking at least five (5) days before your scheduled pick-up date, we will refund your prepayment minus a **Cancellation Fee** of \$70.00 (including GST) to cover administrative costs.
- 7.3.2 If you cancel within five (5) days of your scheduled pick-up date, no refund will be provided.

### 7.4 Changes at Time of Pick-Up

If at the time of vehicle collection, you wish to rent a different car or rent for a longer period, you may do so, subject to availability, on payment of additional charges. Such charges will be quoted and may be at a higher rate than those previously quoted.

## **7.5 Shortened Bookings**

If you wish to shorten your booking, you may do so prior to the pick-up date. However, if the booking is shortened within five (5) days of the scheduled pick-up date, there will be no reduction in the invoice or cost.

## **7.6 Early Return**

Please note that we cannot refund you if you return the vehicle early.

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## **8. USE OF THE VEHICLE**

The hirer shall not:

- 8.1 Use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the owner's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
  - 8.2 Sublet or hire the vehicle to any other person;
  - 8.3 Allow the vehicle to be used outside his/her authority;
  - 8.4 Operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 or 58 of the Act (which relates to driving under the influence of alcohol or drugs);
  - 8.5 Operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally, or contest, or operate it on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
  - 8.6 Operate the vehicle or allow it to be operated in breach of the Act, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
  - 8.7 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 road user charge certificate, whichever is the lesser, for the vehicle;
  - 8.8 Drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's licence appropriate for the vehicle;
  - 8.9 Drive or allow the vehicle to be driven on any roads excluded in clause 22(q) of these terms and conditions, or on any beach, driveway, track, or surface likely to damage the vehicle;
  - 8.10 Allow the vehicle to be driven by any person who is not named or described in the Rental Document as a person permitted to drive the vehicle;
  - 8.11 Operate the vehicle or allow it to be operated to propel or tow any other vehicle;
  - 8.12 Transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
  - 8.13 Operate or allow the vehicle to be used in involvement with any illegal activity;
  - 8.14 Allow any person to smoke in the vehicle; or
  - 8.15 Wash the vehicle. Vehicles are professionally cleaned between hires, and customers are not required to wash them during or after their rental period. Cleaning by customers may lead to damage or incorrect cleaning methods being used.
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## **9. BREACH OF TERMS AND CONDITIONS**

9.1 If the hirer breaches any of the terms and conditions outlined in Clause 8 **USE OF THE VEHICLE**, the hirer will be liable for:

9.1.1 Any costs associated with rectifying the breach, including but not limited to cleaning fees, repair costs, or fines for illegal activities.

- 9.1.2 An **Administration Fee** of \$150 (including GST) for processing and managing the breach.
- 9.2 Specific fees may include, but are not limited to:
- 9.2.1 **Smoking Fee:** \$300 for any evidence of smoking in the vehicle.
- 9.2.2 **Pet Transport Fee:** \$200 for transporting animals without authorization (guide dogs excluded).
- 9.2.3 **Improper Cleaning Fee:** Up to \$150 for washing or improperly cleaning the vehicle.
- 9.2.4 **Off-Road Fee:** Up to \$500 for driving on prohibited roads or surfaces, subject to inspection and assessment.
- 9.3 These fees will be charged to the hirer's preferred payment method within 14 days of the breach being identified. The hirer will be notified in writing of any charges and provided with an explanation and supporting evidence.
- 9.4 The owner reserves the right to terminate the rental agreement and recover the vehicle immediately, at the hirer's expense, if there is a significant or repeated breach of these terms and conditions.
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## 10. DRIVING BEHAVIOR AND GPS IMMOBILISATION

- 10.1 The rental vehicle is equipped with a GPS system that monitors driving behavior, including speed and driving style.
- 10.2 If the vehicle is driven excessively fast or aggressively, the GPS system may activate an immobilisation feature that will disable the engine.
- 10.3 In the event that the engine is immobilised due to excessive speed or aggressive driving, the renter is responsible for all associated costs, including but not limited to, towing, recovery, and any damage that may occur as a result of the immobilisation.
- 10.4 The renter acknowledges and agrees to adhere to all traffic laws and driving regulations. Failure to do so may result in the activation of the immobilisation feature and termination of the rental agreement.
- 10.5 The owner reserves the right to terminate the rental agreement without refund if the vehicle is driven in a manner deemed unsafe or in violation of this clause.

### 10A. Security Hold for Excessive Speeding

- 10A.1 The vehicle is equipped with a GPS tracking system that monitors driving behaviour, including speed.
- 10A.2 If the system records **repeated instances of excessive speeding**—defined as driving more than **20 km/h over the posted speed limit on three or more occasions during the rental period**—the owner reserves the right to **retain the \$500 security hold** for up to **28 days** from the end of the hire period.
- 10A.3 This hold is intended to allow time for the processing of any speeding-related infringement notices and for assessment of any increased risk or damage to the vehicle.
- 10A.4 The hirer will be notified in writing if the security hold is being retained under this clause and will be provided with a summary of the GPS-recorded speeding incidents.
- 10A.5 If no fines or relevant claims are received within 28 days, and there is no other reason to deduct funds from the hold, the \$500 will be released or refunded in full.
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## 11. HIRER'S OBLIGATIONS

- 11.1 The hirer shall ensure that:
- 11.1.1 All reasonable care is taken when driving and parking the vehicle;
- 11.1.2 The water in the vehicle's radiator and battery is maintained at the proper level;
- 11.1.3 The oil in the vehicle is maintained at the proper level;
- 11.1.4 Only the fuel type specified for the vehicle will be used;
- 11.1.5 The tyres are maintained at their proper pressure;
- 11.1.6 The vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
- 11.1.7 The distance recorder or speedometer are not interfered with;
- 11.1.8 No part of the engine, transmission, braking, or suspension systems are interfered with;

- 11.1.9 Should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the hirer will stop driving and advise the owner immediately;
- 11.1.10 All drivers authorised to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- 11.1.11 Any authorised driver carries their driver's licence with them in the vehicle at all times and will produce it on demand to any enforcement officer.
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## **12. OWNER'S OBLIGATIONS**

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

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## **13. MECHANICAL REPAIRS AND ACCIDENTS**

- 13.1 If the vehicle is involved in an accident, is damaged, breaks down, or requires repair or salvage, regardless of cause, the hirer shall notify the owner of the full circumstances by telephone immediately.
- 13.2 The hirer shall not arrange or undertake any repairs or salvage without the owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- 13.3 24-Hour Roadside Assistance is free for all inherent mechanical faults (as determined by the owner or its authorised repairer) related to the vehicle specified in the Rental Document. For all other roadside assistance callouts, including refuelling, jump start, tyre-related incidents, lost keys, and keys locked in the vehicle, a service fee will be charged.
- 13.4 If the vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the owner's sole discretion.
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## **14. RETURN OF VEHICLE**

- 14.1 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 Document or obtain the owner's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). If the hirer does not comply with this clause and does not immediately return the vehicle, the owner may report the vehicle as stolen to the Police, and the hirer must compensate the owner for either the full cost of the vehicle or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.
- 14.2 The duration of any rental period is in multiples of 24 hours from the pick-up time selected during booking. Any vehicle returned after the drop-off time selected during the booking process will incur charges for late return in the amount of \$25 plus GST per hour.
- 14.3 If the hirer returns the vehicle prior to the drop-off 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 Rental Document.
- 14.4 The owner will provide the vehicle full of the appropriate fuel. It is the responsibility of the hirer to advise the owner at the time of hire if this obligation has not been fulfilled. The hirer must return the vehicle full of the appropriate fuel at the end of the hire period. If this obligation has not been fulfilled by the hirer, they will be charged the price of filling the vehicle and a surcharge of \$25 plus GST.
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## **15. LIABILITY**

- 15.1 The hirer is liable for:
- 15.1.1 Any loss of, or damage to, the vehicle and its accessories;
- 15.1.2 Any consequential damage, loss, or costs incurred by the owner, including salvage costs, loss of ability to re-hire, and loss of revenue; and
- 15.1.3 Any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.

15.2 The hirer agrees to release and indemnify the owner 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.

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**16. INSURANCE**

16.1 The hirer is advised that motor vehicle insurance must be offered by the owner, but the hirer can make their own insurance arrangements, provided these are approved by the owner. If the owner is not satisfied that the hirer's insurance is comparable to the owner's, the owner may decline to hire the vehicle.

16.2 If the hirer elects to use the owner's insurance, any driver named in the Rental Document as a person permitted to drive the vehicle is, subject to the damage administration fee in clause 23, the excess payable by the hirer as noted in clause 19 and the insurance exclusions set out in clause 22, covered against the losses set out in clause 15.

**16A - Insurance Options and Excess Structure**

16A. Insurance Options and Excess Structure

The hirer must select one of the following three insurance options, which will be recorded on the Rental Document:

16A.1 Standard Insurance (Included)

Included in the rental price at no additional cost. The hirer is liable for an insurance excess of \$2,500 in the event of damage, theft, or loss, subject to the exclusions outlined in Clause 19.

16A.2 Basic Excess Reduction (BER)

By opting for Basic Excess Reduction at a cost of \$14.75 NZD per day, the hirer's insurance excess is reduced to \$1,000 NZD.

This option does not include cover for tyres, lost keys, or windscreen damage.

16A.3 Premium Excess Reduction (PER)

By opting for Premium Excess Reduction at a cost of \$29.25 NZD per day, the hirer's insurance excess is reduced to \$500 NZD. Additional benefits include:

- Tyre cover: Includes punctures, cuts, and replacement due to damage.
- Replacement key cover: Covers the cost of replacing lost keys.
- Windscreen cover: Includes the cost of repair or replacement of windscreen damage, including stone chips.

16A.4 Limitations

PER does not cover:

- Costs associated with delivering a spare key.
- Any damage or circumstances excluded under Clause 19.
- Any incident not reported in accordance with Clause 17.3.

16A.5 Multiple Incidents

The applicable excess applies to each and every incident, not per hire.

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**17. Premium Excess Reduction (PER)**

17.1 Coverage and Benefits

If the hirer selects the Premium Excess Reduction (PER) option as outlined in Clause 16A, they agree to pay an additional daily fee as specified in the Rental Document. This option reduces the standard insurance excess payable by the hirer to \$500 NZD per incident. PER includes the following coverages:

- Tyre Cover: The cost of repairing or replacing tyres damaged during the rental period is covered.
- Replacement Key Cover: The cost of replacing a lost or damaged key is covered.



- Windscreen Cover: Repair or replacement of the windscreen, including stone chips, is covered.

## 17.2 Exclusions

PER does not cover:

- The cost of delivering a spare key to the hirer if the key is lost or the vehicle is immobilised.
- Any incident or damage arising from circumstances listed in Clause 19 (Insurance Exclusions).
- Any damage or cost not specifically listed in Clause 17.1.
- Any incident not reported to the owner in accordance with Clause 17.3.

## 17.3 Claims and Reporting Requirements

The hirer must immediately notify the owner of:

- Any damage to tyres or the windscreen.
- Any loss of keys or immobilisation of the vehicle.
- Any accident, theft, or incident involving the rental vehicle.

Failure to report such incidents immediately may result in the hirer being liable for the full cost of repairs or replacement, regardless of the selected insurance option.

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# 18. LIMIT OF LIABILITY

18.1 The hirer's liability is covered by the owner's insurance as set out in clause 15, up to the value of \$45,000 in respect of the above sub-clauses 15.1.1 and 15.1.2, and \$2,000,000 in respect of sub-clause 15.1.3. This clause (18.1) does not apply if the hirer rejects the owner's insurance.

18.2 If the hirer elects to use the owner's insurance, the insurance premium is included in the hire charge.

18.3 If the hirer elects to use the owner's insurance, the excess payable by the hirer is as specified in the Rental Document in accordance with the selected insurance option detailed in Clause 16A. and is payable for each and every incident involving the vehicle. If the damage is excluded under the owner's insurance, the excess will be considered part payment toward the total damage cost, and any additional cost will be charged to the hirer in accordance with clause 4.

18.4 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 the owner's insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the hirer's fault.

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# 19. INSURANCE EXCLUSIONS

19.1 The hirer acknowledges that the cover referred to in clause 18.1 will not apply:

19.1.1 At any time when the driver of the vehicle is under the influence of alcohol or any drug;

19.1.2 At any time when 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;

19.1.3 At any time when a mechanical failure, breakdown, or breakage occurs and/or an electrical or electronic failure or breakdown occurs, that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure, breakdown, or breakage but does not otherwise apply to resulting damage to other parts of the vehicle;

19.1.4 At any time when the vehicle is driven in any race, speed test, reliability trial, rally, or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;

19.1.5 At any time when the vehicle is driven by anyone not named or described in the Rental Document as a person permitted to drive the vehicle (unless the hirer is a body corporate or Department of State and the driver is authorised by them to drive, subject to all other terms and conditions in the Rental Agreement);

- 19.1.6 At any time when the vehicle is driven by an unlicensed person;
  - 19.1.7 At any time when the vehicle is willfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;
  - 19.1.8 At any time when the driver commits a traffic offence while driving the vehicle;
  - 19.1.9 At any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
  - 19.1.10 At any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare, and such loading or unloading is not performed by the driver or attendant of the vehicle;
  - 19.1.11 At any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
  - 19.1.12 To any fine or penalty imposed as a result of prosecution for breach of any law;
  - 19.1.13 To any puncture, cut, or bursting of any tyre, or damage to any tyre by application of brakes;
  - 19.1.14 To any wear and tear to the vehicle;
  - 19.1.15 To any liability for damage caused by vibration or the weight of the vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipeline or cable; or any other underground installation provided that the limit of liability in these circumstances will be \$1,000,000;
  - 19.1.16 To any overhead damage to the vehicle or to the property of any third party resulting from such overhead damage;
  - 19.1.17 At any time when the vehicle was being driven on any of the following roads: Skipper's Canyon (Queenstown), Nevis Road (Queenstown), Ninety Mile Beach (Northland), or any unformed roads and/or roads other than tarseal or metal; including but not limited to beaches, driveways, 4WD tracks, riverbeds, farm tracks, or any surface likely to damage the vehicle; or
  - 19.1.18 At any time when the vehicle was operated beyond the term of the Rental Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.
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## **20. USE OF VEHICLE ON PUBLIC ROADS**

- 20.1 The hirer agrees that the vehicle provided under this rental agreement must only be operated on public roads. For the purposes of this agreement, public roads are defined as those roads that are managed and maintained by local councils or the New Zealand Transport Agency (NZTA).
  - 20.2 The hirer is strictly prohibited from using the vehicle on private roads, tracks, rivers, beaches, or any other non-public roads. This includes, but is not limited to, unmaintained roads, off-road tracks, or any surfaces not designated as public roads by local or national authorities.
  - 20.3 Failure to adhere to this condition may result in the immediate termination of the rental agreement and the forfeiture of any security deposit. The hirer will also be fully liable for any and all damage, fines, or penalties incurred as a result of violating this provision.
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## **21. TRAFFIC OFFENCES**

- 21.1 All penalties related to traffic and/or parking offences are the responsibility of the hirer, and the owner may charge the hirer's credit card for any traffic and/or parking offence infringement fees incurred by the hirer.
- 21.2 The owner undertakes, in the event that the owner receives notice of any traffic or parking offences incurred by the hirer, to:
  - 21.2.1 Send a copy of any such notice to the hirer as soon as is practicable; and
  - 21.2.2 Provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer.
- 21.3 The hirer has the right to challenge, complain about, query, or object to the alleged offence to the 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).

21.4 The owner may also charge an administration fee of \$30 plus GST to cover the cost of processing and sending notices related to traffic and/or parking infringements to the hirer.

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## **22. CANCELLATION OF HIRE AGREEMENT**

22.1 The owner has the right to terminate the hire and take immediate possession of the vehicle if:

22.1.1 The hirer fails to comply with any of the terms of the Rental Agreement; or

22.1.2 The vehicle is damaged.

22.2 The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Rental Agreement or otherwise.

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## **23. ADDITIONAL EQUIPMENT HIRED**

23.1 The hirer acknowledges that they are liable for:

23.1.1 Damage to or loss, including theft, of the additional equipment hired. The charge is \$200 - \$2,200 plus GST per item, depending on the item; and

23.1.2 A handling and freight fee where any equipment is damaged and/or not returned with the vehicle. The charge is \$80 plus GST per rental.

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## **24. OPTIONAL COVERAGES (removed)**

This clause has been consolidated into Clause 16A – Insurance Options and Excess Structure.

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## **25. PRIVACY ACT**

25.1 The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, the owner is unable to hire the vehicle.

25.2 The hirer acknowledges that the owner 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 the owner.

25.3 The hirer further acknowledges that such personal information may be disclosed to:

25.3.1 Debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner;

25.3.2 Other parties involved in an accident with the vehicle while on hire to the hirer; or

25.3.3 Any organisations responsible for the processing or handling of traffic-related infringements.

25.4 The hirer hereby authorises the disclosure of their personal information for such purposes.

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## **26. NOTE TO HIRER**

26.1 The owner must give the hirer at least one copy of the Rental Agreement, which must be kept in the vehicle throughout the term of the hire and produced on demand to an enforcement officer.