

AGREEMENT TO HIRE

1. Hire Description

Bayinvent Ltd. (Bayinvent, BI) will let and the Hirer will rent the vehicle described for the location and duration described in his / her booking. Bayinvent Ltd will let and the hirer will rent the motor vehicle described in the booking and the damage sheet. All BI vehicle rates include unlimited kilometres, on road assistance and GST.

The term of hires shall be for the period and collection/return locations as described in the booking.

Rental days are calculated on a calendar day basis. When calculating the number of days the vehicle is hired, the day of pick up is counted as day one of the rental, regardless of pick up time. The day of the vehicle's return is counted as the final day of the rental, regardless of drop off time.

2. Payments

To confirm a reservation directly with BI, a non-refundable deposit of 15% is required. When booking via an agent of ours, the amount of the deposit may vary. The balance of hire & bond is payable 30 days prior to the rental's start date.

Payment charges for agent bookings depend on the agent's T&C.

The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to on page 1 of this agreement the sum as specified in this agreement.

In addition the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 13 of this agreement.

The hirer shall pay for all fuel (but not oil) used in the vehicle during the period of hire. The hirer shall be liable for bond deductions as set out in clauses 14, 15, 16 & 17 of this agreement.

The Road User Charges (Diesel Tax, if applicable) is an extra charge of NZ\$8.50/100km.

3. Vehicle Collection and Return

The hirer must adhere to collection and return dates/locations as stated on page 1 of this agreement.

A change of pick up or return destination is subject to availability. If the hirer wishes to change the pick up or return destination after a booking has been confirmed, approval by BI must be obtained and granting such a change is in the sole discretion of BI and will only be available for an additional fee.

A breach of contract relating to pick up or return dates/locations will incur a NZ\$1,500 penalty fee.

Business Hours:

Monday to Saturday: 9:00 am – 4:30 pm

Sunday / Public Holidays: 9:00 am – 2:00 pm

Please note that BI cannot accept any vehicle collections and returns after 4:30 pm on weekdays and 2:00 pm on weekends / public holidays unless an after-hours vehicle collection or return has been pre-arranged. A fee of NZ\$80 for pickup / dropoff for after hours or public holidays will be applied.

Depot locations:

Christchurch: 305 Marshs Road, 7676, Hornby South / Christchurch

Auckland: **19 Tironui Road, Takanini, Papakura, Auckland**

4. Vehicle Returns

The hirer must return the vehicle on the date, place and time as shown on the rental agreement. The hirer will return the vehicle:

- (a) in a reasonably clean condition (inside and outside)
- (b) with a full fuel tank (as marked on the damage sheet)
- (c) with a full bottle of gas (if applicable)
- (d) with empty holding toilet and waste water tank

5. Persons Who May Drive the Vehicle

The vehicle in this agreement may only be driven by persons described on page 1 of this agreement and only if each such person is at least 21 years of age and has held a full and valid driver's licence for no less than 12 months. All BI vehicles can be operated with a car licence valid to a tare vehicle weight of 3.5 tonnes. The driver must ensure his/her licence is valid for the vehicle hired in this agreement.

6. Drivers Licence

A current and full motor vehicle driver's licence is required and must be produced upon vehicle collection. If the licence is not in an English format, an international driver's licence is also required.

7. Use of the Vehicle

The hirer agrees that, during the rental period, the hirer will not allow the vehicle to be:

- (a) driven otherwise than in a prudent and cautious manner. A single vehicle rollover is considered a breach of this condition. A single vehicle rollover may include, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle.
- (b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- (c) left with the ignition key in the vehicle while it is unoccupied;
- (d) damaged by submersion in water; contact with salt water; creek or river crossing; driving through flooded areas; beach driving;
- (e) used for any illegal purpose or in any race, rally or contest;
- (f) used to tow any vehicle or trailer;
- (g) used to carry passengers or property for hire or reward;
- (h) used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement;
- (i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- (j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- (k) used for smoking inside of the vehicle, as all BI vehicles are non-smoking vehicles.

The hirer shall not make any alterations or additions to the vehicle without the prior written consent from BI. The hirer will not allow any animals to be in the vehicle, excluding registered guide dogs after agreed to by BI.

8. Restricted Roads

Campervans can only be driven on sealed/bitumen or well-maintained roads. The only exceptions to this are well-maintained access roads of less than twelve kilometres to recognised campgrounds and major tourist attractions. Should you wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground, special permission can be arranged pending road condition, weather and distance. Please contact BI to discuss.

Vehicles are not permitted to drive on:

- (a) Any beach, even if the beach is signed as a road.
- (b) Skippers Road (Queenstown)
- (c) Crown Range Road (Queenstown)
- (d) Ball Hut Road (Mt. Cook)
- (e) Ninety Mile Beach (Northland)
- (f) North of Colville Township (Coromandel Peninsula)
- (g) 309 road between Whitianga and Coromandel (Coromandel Peninsula)
- (h) Lake Waikaremoana from Rotorua via SH38 and Waikaremoana Road

Vehicles are not permitted on all ski field access roads in both the North and South Islands. This means you cannot drive your vehicle up to a ski field car park and/or any part of the access road to the ski field.

You will be responsible for all damage if travelling on these roads. Should you breach the road restriction rules by taking a vehicle on a restricted road, a fee of NZ\$300 on each occasion that is identified will apply.

Location of the vehicle might be recorded and monitored by BI.

9. Maintenance and Repairs

The hirer shall take all reasonable steps to properly maintain the vehicle, including daily oil and water checks, and will contact BI immediately should vehicle warning lights indicate any potential malfunction or should the instruments indicate that the engine is getting too hot.

The customer will be responsible for any costs of damage and recovery that occurred because he did not maintain the vehicle properly.

BI will reimburse the hirer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle. For repairs costing over NZ\$100, BI will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

Subject to the terms of the Full Cover conditions, the customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the customer to BI for inspection and is subject to a warranty claim on the manufacturer.

10. On Road Assistance

In an event of mechanical problems, the hirer must contact BI and we will direct you to the closest service station. All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance.

This service covers any mechanical faults with the vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer:

- (a) the vehicle running out of fuel;
- (b) keys being broken, locked inside the vehicle or lost;
- (c) flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate; and
- (d) a breakdown because of damage caused in an accident.

All AA non-mechanical call-outs will incur a call-out charge of NZ\$95 plus GST (or the rate at the time). The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and Public Holidays), some delays may occur.

11. Vehicle Availability

BI will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, BI reserve the right to substitute an alternative vehicle without prior notification. The alternative vehicle shall be as close a substitute for the booked vehicle as possible. BI will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required. Should the customer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund.

12. Vehicle Insurance

The vehicle is insured for third party vehicle and property damage. The liability excess applies in each claim, not rental. The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. Where a third party is involved the vehicle security deposit will be refunded only if BI is successful in recovering the cost of the damages from the third party. Please note that third-party claims can take many months to resolve.

BI offers 2 types of insurance options. The hirer acknowledges that he/she has been made aware of the options:

a. Compulsory Standard Insurance

Included in the daily rate with an excess of NZ\$4,500 for drivers over 25 years (NZ\$5,500 for drivers of 21 to 24 years, GST included) for any one damage. The hirer is liable for the first NZ\$4,500 / NZ\$5,500 of any damages. Please note that this bond applies to each single vehicle accident and loss or damages to third parties, the rental vehicle and its accessories. This insurance option is capped at 70 rental days or NZ\$1,750 per hire.

b. Full Cover Insurance

NZ\$30.00 per day will reduce the excess for any vehicle to NZ\$500.00 (NZ\$750 for drivers 21 to 24 years) for any damage. This bond applies to each single vehicle accident and loss or damages to third parties, the vehicle and accessories. This insurance option is capped at 70 rental days or NZ\$3,500 per hire.

13. Insurance Exclusions

The Hirer acknowledges that they are responsible for all costs for the following damage irrespective of the liability excess. Damage as identified below is specifically excluded from any liability option or additional protection coverage limitation of liability unless stated otherwise and the customer remains fully liable for all costs incurred.

- (a) for any damage due to vehicle use in contravention of clause 7 'Use of Vehicle';
- (b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired vehicle or third party vehicle/property;
- (c) for any loss or damage to personal belongings;
- (d) if the hirer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired vehicle or third party vehicle/property;
- (e) the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned;
- (f) the cost to replace keys, which have become lost or stolen, or retrieval of keys which have been locked in the vehicle;
- (g) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learner's or probationary licence;
- (h) any damage caused to the vehicle due to the use of snow chains;
- (i) for damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual; and
- (j) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

14. Road User Charges (Diesel Tax)

Road User Charge Fee will be applied for diesel vehicles only, calculated and deducted from the hirer's credit card on return of the vehicle based on the kilometres travelled during the hire. The fee will be NZ\$8.50 per 100km. We reserve the right to amend the Road User Charge Fee upon Government intervention.

15. Security Deposit

The security bond is equal to the excess amount of the applicable insurance option (see clause 12). A credit card imprint is sufficient or the money can be direct debited. This is refunded after the hire. The bond will not be charged on return of the vehicle provided that:

- (a) The vehicle is returned to the agreed location at the agreed time (NZ\$1,500 penalty applies if breached)
- (b) Waste water tank and toilet have been emptied (NZ\$150 charge for toilet, NZ\$100

- charge for grey water tank)
- (c) All traffic fines have been paid (otherwise your fine will be charged plus a NZ\$35 handling fee)
 - (d) All toll road charges have been paid (otherwise your toll fee will be charged plus a NZ\$35 handling fee)
 - (e) The vehicle is returned in a reasonably clean condition (inside: swift clean / outside: mud free). This includes smoking related cleaning, as smoking is not permitted in the vehicle (NZ\$300 extra cleaning charge applies)
 - (f) The vehicle is returned with a full fuel tank (a full fuel tank + NZ\$50 handling fee will be charged)
 - (g) The vehicle is returned with a full gas bottle (a full gas bottle + NZ\$50 handling fee will be charged)
 - (h) No items belonging to BI have been lost or damaged
 - (i) No damage is incurred to the vehicle or any 3rd party property
 - (j) Insurance exclusions in section 13 of this agreement have not been violated

16. Procedures in Case of Accident

If the hirer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

(a) At the scene of accident the customer must:

1. Obtain the names and addresses of third parties and any witnesses, take pictures of driver's licence, car registration and location pictures to illustrate the details of the accident.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame, admitting being at fault or insist the other party is at fault.
4. Photograph damage to all vehicle(s) and registration number(s).
5. Phone BI with the accident's details within 24 hours.

The hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.

(b) At return to the Branch:

1. The hirer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. BI reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs.
3. We at BI will ensure the motor vehicle accident report is completed clearly and accurately signed by the hirer.

(c) Exchange Vehicle:

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, hirer's location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an exchange vehicle is required as a result of an accident, the hirer is responsible for making their own way to our pick up location at their own cost.
3. BI may offer the customer the option of paying an "exchange vehicle relocation fee" to send a driver to deliver the exchange vehicle to the hirer's location.
4. The hirer will pay for any costs relating to delivery of a change over vehicle because of any single vehicle accident. This charge applies irrespective of any liability excess.
5. A new vehicle security deposit will be required for the exchange vehicle.

(d) Time frame for settlement of hirer's liability claims:

1. BI shall use best endeavours to ensure that any money due back to the hirer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. BI cannot force the resolution of these claims, and the hirer acknowledges that handling of these claims is up to BI's insurer and the third party, whether they be insured or not.
2. BI agrees to refund any vehicle security deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or vehicle security deposit refunds please contact BI.
4. The hirer agrees to provide all reasonable assistance to BI in handling any claim including providing all relevant information and attending court to give evidence. Important Note: Under no circumstances should the hirer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from BI.

17. Handling Procedure of Speed / Parking Tickets, Toll Road or Infringement Notices

BI as owner of the vehicle is liable for all parking and traffic violations including violation of local Freedom Camping regulations. BI does not query any issued fines and pays the outstanding balance. BI often receives traffic and parking tickets after the vehicle was returned and will charge the outstanding balance to the hirer's credit card. BI will not contact the hirer prior to or after the charges to his/her credit card, but will explain the charges and send copies of the parking and traffic violations if contacted by email or on the phone.

BI will charge a NZ\$35 handling fee for each issued parking or traffic violation or toll road fee.

18. Cancellation fees

Please note that the deposit is non-refundable for direct bookings, for agent bookings:

agentsT&C apply

Fees:

- (a) If cancelled up to 31 days prior to pick-up: deposit only
- (b) If cancelled from 30 to 15 days prior to pick-up: 50% of Final Payment
- (c) If cancelled 14 to 7 days prior to pick-up: 75% of Final Payment
- (d) If cancelled 6 to 1 days prior to pick-up, or No-Show: 100% of Final Payment

19. Rental Period Extension

A hire extension is subject to availability and authorisation by BI. Any costs associated with the extension will be disclosed prior to confirmation and charged during hire or on drop off. Please get in touch with us if you would like to extend your hire.

20. Immediate Return of Vehicle (where Default or Damage).

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 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 rights of the owner and the other rights of the hirer under this agreement or otherwise. There will be no refund for the remaining part of the hire.

21. Retention of Title

Ownership and title to the vehicle remains at all times with Bayinvent, who reserves a security interest in the vehicle and the Hirer unconditionally and irrevocably agrees to waive the Hirer's rights as debtor to the maximum extent permitted by the Personal Property Securities Act 1999 (including its right to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement) and accordingly the parties contract out of the Hirer's rights to that extent.

22. Force Majeure

In no event shall Bayinvent be liable for any failure or delay in the performance of its obligations under this agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God, natural disaster, governmental or local body legislation, direction or restrictions, pandemics, epidemics or outbreak of social disease, strikes or other labour disturbances, accidents, acts of war or terrorism, civil commotions, or omissions or delays in acting by any governmental authority or by the Hirer. However, Bayinvent may, entirely at its discretion, issue a credit entitling the Hirer to apply any payments made against any future Rental Agreement between the Hirer and Bayinvent.

23. Privacy Policy

You have the right under New Zealand Privacy Law to view and correct any information we hold about you.

The hirer agrees to the terms and conditions of BI and acknowledges and declares that he/she has read and fully understands this agreement. (Note: You should not sign this unless you are sure you understand its effect).

Full Name of Hirer 1:

Date:

Address:

Full Name of Hirer 2:

Date:

Address:
