

Luxury Car Rentals New Zealand (LCRNZ) – Rental Vehicle Agreement Schedule.

This Rental Agreement is made between LCRNZ (“the Owner”) and the customer (“the Hirer”) whose name and address appears in the Schedule. The Owner and Hirer agree as follows:

1. VEHICLE DESCRIPTION

The Owner will let and the Hirer will take on the motor vehicle described in the Schedule (“the vehicle”) on the terms set out in this agreement. On rare occasions a specific vehicle may become unavailable, ie if damaged prior to hire. The owner will endeavor to supply a vehicle of the same quality where possible.

2. RENTAL DURATION

The term of hire shall commence and cease at the time and dates specified in the Schedule. (Note vehicle charges are on a 24 hour basis). First hour is free, after the first hour late a full day hire applies.

Rates, Amendments and Cancellation Conditions

- a. Rates and conditions quoted are subject to change without notice. However (subject to changes in legislation or errors) the Owner will not alter rates or conditions applicable to the Hirer’s rental once the Hirer’s booking has been confirmed by the Owner unless a booking is amended.
- b. All amendments are subject to approval by the Owner. Rate recalculations are based on the rate at the time of reservation or the new rate at time of amendment (whichever is higher). In the instance where an extension is made while on hire with the Owner, the Owner will calculate the additional day’s charge at the applicable vehicle rate.
- c. Should the Hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.
- d. The Owner must authorise any rental extension beyond that specified in the Rental Agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested at least 48 hours prior to drop off date on the original contract. The Owner reserves the right to charge a penalty fee of NZD\$500.00 in addition to the current daily rate per day of the unauthorised extension to anyone in breach of this.
- e. Cancellation policy for vans/trailers: 30+ days - No charge. 30-14 days - 25% charged. 13 - 8 days 50% charged. Less than 7 days - 100% full amount charged.
- f. Cancellation Policy for all other vehicles: 14+ days - No charge. 14-7 days 30% deposit charged. Less than 7 days - 100% full amount charged.

3. PERSONS WHO MAY DRIVE THE VEHICLE

The vehicle may be driven during the full period of the hire only by the persons named in the schedule and only if they hold a valid driver’s licence which must be presented at time of pickup. (Note: all Driver’s Licences must be in English or have an authorised English translation, or hold an International Driving Permit, the country of origin Driver’s Licence must also be present upon pickup). Probationary or Restricted Licences cannot be accepted.

PAYMENT BY HIRER

- a. The Hirer shall pay the Owner in full prior to dispatch (as payment for the hire of the vehicle for the agreed period) the sum specified in the schedule. The Hirer must have a Credit Card. The Hirer agrees to pay any additional costs in connection with the hire

including (but not limited to) parking, toll road and speeding fines, puncture repair and relocation and cleaning fees as incurred in connection with the Hirer's possession of the vehicle, including those that become apparent following the termination of the hire. The Hirer authorises the Owner to debit their Credit Card for the same.

- b. In addition to the payment specified in Clause 4 the Hirer shall pay to the Owner the sums specified in the schedule for insurance cover as set out in the agreement.
- c. The hirer shall pay for all petrol or diesel (but not oil) used in the vehicle during the period of the hire.
- d. The Hirer will be responsible for the entire cost of the hire should the voucher they present not be paid by the agent. The total payment will be charged to the Hirer's credit card should payment from the agent not be received.
- e. Visa & Mastercard accepted. A 2.5% fee will apply.
- f. Please note your selected insurance excess reduction amount will be pre-authorised on the supplied credit card by your card issuer, and released upon safe return of your vehicle. If your credit card has pre-authorisations blocked, a payment link to the value of your excess amount can be provided. This is refunded 10 working days after your vehicles return minus 2.5% + \$20 Windcave refund fee.

4. HIRER'S OBLIGATIONS

Smoking and/or animals are not permitted in the vehicle at any time. The Hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use. It is the Hirer's responsibility to be aware and in compliance with all New Zealand Land Transport rules and regulations. Travelling with Children: The Child Restraint Law stipulates that children under 5 must be properly restrained in an approved child restraint. It is the Hirer's responsibility to ensure the child restraint is installed correctly. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of the car.

VEHICLE PROTECTION COVER

- a. Insurance cover is included, excess reductions are available.

5. INSURANCE EXCLUSIONS

- a. Water submersion or salt-water damage is not covered by any reduction option.
- b. Continuing to drive if a warning light appears results in the hirer being responsible for all costs incurred.
- c. Excess options do not cover any damage caused by the use of snow chains and roof racks.
- d. No reduction option covers the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.
- e. Excess options do not cover any: breakages or defacement of the vehicles interior, theft or attempted theft resulting in damage.
- f. Personal belongings are not covered. The owner recommends the hirer does not leave valuables in the vehicle and should take out personal insurance.
- g. All excess reduction is void if the terms of the rental agreement are breached. The hirer will also include any damage caused by wilful conduct (eg: sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.
- h. The vehicle is wilfully or recklessly damaged by the hirer or any other person named in the schedule to this agreement or driving the vehicle under the authorisation of the hirer, or is lost as the result of wilful or reckless behaviour of the hirer or any such

person. (Note: Punctures, damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).

- i. The reduction options do not cover the incorrect filling of fluid tanks. Place the correct type of fuel in the vehicle tank (petrol or diesel only). The hirer will be responsible for any associated costs.
- j. The hirer will be responsible for the cost to retrieve or recover a vehicle which has become bogged or immobile regardless of the insurance option taken.
- k. If the vehicle is operated in any race, speed test, rally or contest; insurance is void.
- l. The hirer is not a body corporate or department of state and the vehicle is
- m. driven by any person not named in the schedule to this agreement.
- n. The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.
- o. The vehicle is operated on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville township, Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Catlins Area on unsealed roads.
- p. The vehicle is operated outside of the hire or any agreed extension of that term.
- q. It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect of the above exclusions as if this clause constitutes a contract of insurance.
- r. The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the reduction cover specified in this clause to the amount of the excess shown in the schedule. This applies to damage or loss resulting from the theft or conversion or attempted theft or conversion of the vehicle.

6. ADDITIONAL HIRE COSTS

- a. Van rentals for 4 days or more, and car rentals for 5 days or more receive unlimited kms. For rental periods less than 4 days (vans) and 5 days (cars) \$0.50 per km is charged for any km over the free allowance. Excluding Aston Martin - Extra km charge is \$1 per km.
- b. After hours dispatches are available on request only and may incur an additional charge (please contact the branch you are hiring from if you require further details).
- c. Any unpaid traffic or toll road infringements incurred during the hire period will be on-charged and subject to a \$35 admin fee.
- d. When you are confirming your booking details, please be sure on what time you expect to collect your vehicle and return your vehicle. Further charges will apply if you collect and/or return more than 30 minutes after your confirmed times. If you are running late please notify us as soon as you can to avoid extra charges.

7. OWNER'S OBLIGATIONS

- a. The owner shall deliver the vehicle in a safe and roadworthy condition.
- b. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire, except that by the terms of this agreement those costs are payable by the hirer. (Note: the hirer shall as soon as practicable in any event within 24 hours notify the owner of any complaints, defects or failure of the vehicle, or claims against the owner. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from).
- c. Any mechanical or towing expenses required for the vehicle must be authorised by

the owner prior to the repairs or towing taking place. Failure to authorise these expenses may result in the hirer being held liable for the costs.

8. MECHANICAL REPAIRS AND ACCIDENTS

- a. Any problems associated with the vehicle including equipment failure must be reported to the owner as soon as possible within 24 hours in order to give the owner the opportunity to rectify the problem during the rental period. The owner does not accept liability for any claims submitted after this period. The owner will always endeavour to rectify the problem within 24 hours of being notified.
- b. The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or any part of the engine, transmission, braking or suspension system of the vehicle.
- c. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, hirer's location, accident liability and remaining hire duration. Hirer charges may be incurred (see below) *If an exchange vehicle is required as a result of an accident, the hirer is responsible for making their own way to our nearest branch *The hirer will pay any costs relating to delivery of a change-over vehicle as a result of any vehicle accident.
- d. No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
- e. In the event of an accident occurring and an exchange vehicle is not available, the owner will not be liable for any resulting accommodation or living expenses that are incurred.

9. USE OF THE VEHICLE AND ADDITIONAL ITEMS

The hirer shall not use the vehicle for the carriage of passengers for hire or reward, unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Service Licensing Act 1989.

THE HIRER SHALL NOT:

- a. Sublet or hire the vehicle to any other person
- b. Permit the vehicle to be operated outside their authority
- c. Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest
- d. Operate the vehicle in breach of the transport Act 1962, the traffic Regulations 1976 or any other Act relating to road traffic
- e. 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 passengers, or more than the weight of goods specified in the certificate of loading for the vehicle.
- f. Drive or permit the vehicle to be driven by any other persons if at the time of their driving the vehicle the hirer or any other person is not the holder of a current driver's license appropriate for the vehicle.

10. RETURN OF THE VEHICLE

- a. The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the location detailed in the schedule, or obtain the owner's consent to the continuation of the hire. (Note: No refund is available to the hirer if the vehicle is returned earlier than stated in the schedule). The vehicle is to be returned in a clean and tidy condition; if not, a NZD\$100.00 cleaning fee may apply. The vehicle is to be returned with a full tank of fuel ; if it is not filled with fuel a NZD\$50.00 administration fee will apply in addition to the cost of the fuel. If not returned to the location detailed, a relocation fee

of NZD\$500.00 may be charged, plus any extra vehicle transporter and freight fees.

11. BREACH OF CONTRACT

- a. The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any terms and conditions of this agreement or if the vehicle is damaged. The termination of the 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 this agreement or otherwise.

I (the Hirer) accept the terms of the rental agreement as outlined above **agreement is accessible through your online check-in**

Signed by the 'Hirer' - I, the card owner, authorize this card to be processed for hire amounts and damage excess.

A refuelling fee of \$50 (plus fuel amount) for cars not returned full may apply.

ALL cars are NON SMOKING. Vehicle does not need to be washed or vacuumed on return but a cleaning fee of \$80 for vehicles returned in an unacceptable condition may apply. Please remove any rubbish before returning car.

Damage to the interior of vehicles beyond reasonable wear and tear may not be covered under insurance/ excess.

Name and signature by Agent (If applicable)

Contacts Email drive@luxurycarrentalsnewzealand.co.nz ph +6437467643