

Great Barrier Wheels AGREEMENT TO HIRE RENTAL VEHICLE

An agreement between the Owner and Hirer and/or authorised drivers whose particulars are taken by the Owner. It is hereby agreed as follows:

<p>VEHICLE DESCRIPTION</p> <p>1. The Owner will let and the Hirer will take on hire the motor vehicle described in the agreement.</p> <p>DURATION OF HIRE</p> <p>2. The term of hire shall be for the period described in this agreement. No extension or hire permissible without authority from Great Barrier Wheels.</p> <p>PERSONS WHO MAY DRIVE THE VEHICLE</p> <p>3. The vehicle may be driven during the period of hire only by the person/s described in this agreement and only if each such person holds a current drivers licence (particulars of which are given his/her name and address) appropriate for the vehicle at the time when they are driving the vehicle.</p> <p>PAYMENTS BY HIRER</p> <p>4. The hirer shall pay to the Owner as payment for the hire of the vehicle for the period of hire referred to in Clause 2 of this agreement the sum as specified in this agreement.</p> <p>5. In addition to the payment referred to in Clause 4 of this agreement, the Hirer shall pay the Owner the sum specified in this agreement, for the insurance cover set out in Clause 10 of this agreement.</p> <p>6. In addition to the payment specified in Clause 4 of this agreement the Hirer shall pay to the Owner on termination a distance charge at the rate referred to in this agreement fi applicable.</p> <p>7. The Hirer shall pay for all petrol or fuel (but not oil) used in the vehicle during the period of the hire. (Receipts for oil purchases required for reimbursements).</p> <p>8. (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 the proper pressure</p> <p>9. The Hirer shall ensure that all reasonable care is taken in handling the parking of the vehicle and that it is left securely locked when not in use.</p> <p>10. Any tyre damage including punctures is the responsibility of the Hirer.</p> <p>INSURANCE</p> <p>11. Subject to the exclusions set out below, the Hirer and the driver authorised to drive the vehicle is indemnified in respect of any liability he might have to the Owner in respect of the loss or damage to the vehicle and its accessories and spare parts and any consequential loss or revenue or other expenses of the Owner including towing and salvage costs associated with recovery of the vehicle and its accessories and spare parts.</p> <p>Subject to the exclusions set out below, the Hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$1,000,000 in respect of any liability he might have for damage to any property (including injury to an animal) belonging to any other person and arising out of the vehicle.</p> <p>EXCLUSIONS</p> <p>The indemnities referred to above shall not apply where the damage, injury or loss arises when:</p> <p>(a) The driver of the vehicle is under the influence of alcohol or any drugs that affect his/her ability to drive the vehicle;</p> <p>(b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire that caused or contributed to the damage of loss and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;</p> <p>(c) The vehicle is operated in any race, speed test, rally, or contest;</p> <p>(d) The Hirer is not a body corporate or department of State and the vehicle is driven by any person not named in Clause 3 of this agreement or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person;</p> <p>(e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a drivers licence appropriate for that vehicle;</p> <p>(f) The vehicle is wilfully or recklessly damaged by the Hirer or any other person named in Clause 3 of this agreement or driving the vehicle under the authority of the Hirer, or is lost as a result of the wilful or reckless behaviour of the Hirer or any such person;</p> <p>(g) The vehicle is operated on any of the following: 90 Mile Beach (Northland) or any beach in New Zealand Coast Road to Russell Northland Ball Hut road (Mt Cook) Skippers Road (Mount Cook) Any Private Road Crown Range (Queenstown) Any mountain bike road or access road to Ski fields, particularly; Remarkable Ski Area in Queenstown No road North of Hlghway 25 on Coromandel Peninsula</p>	<p>(h) the vehicle is operated outside the terms of the hire or any agreed extension of that term 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 inclusions as if this Clause constituted a contract of insurance.</p> <p>REJECTION OF INSURANCE</p> <p>12. The Hirer accepts that the vehicle is hired to the Hirer at the Hirer's own risk in respect of loss or damage to the vehicle and consequential damage by the Owner. The Hirer accepts that he/she may be liable to the Owner for any loss or damage to the vehicle or consequential damage.</p> <p>OWNERS OBLIGATIONS</p> <p>13. The Owner shall supply the vehicle in a safe and roadworthy condition</p> <p>14. The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the hire to the extent that by the terms of this agreement the those costs are payable to the Hirer.</p> <p>NOTE: by virtue of Clause 7 of this agreement, the cost of petrol, fuel, but not oil, use during the term of the hire is the responsibility of the Hirer.</p> <p>MECHANICAL REPAIRS AND ACCIDENTS</p> <p>15. If the vehicle is damaged or requires repairs or salvage, whether because of a breakdown or accident, the Hirer shall advise the Owner of the full circumstances by telephone as soon as practicable</p> <p>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 other property.</p> <p>17. The Hirer shall ensure that no person shall interfere with the distance recorder or speedometer, except in emergency, any part of the engine, transmission, braking, or suspension systems of the vehicle.</p> <p>USE OF THE VEHICLE</p> <p>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 1 of the Transport Services Licensing Act 1989; The Hirer acknowledges that the vehicle may not be used as a delivery vehicle or courier vehicle without written authority of the Owner.</p> <p>19 The Hirer shall not;</p> <p>(a) Sublet or hire the vehicle to any person</p> <p>(b) Permit the vehicle to be operated outside this authority</p> <p>(c) Operate the vehicle, or permit it to be operated in circumstances that constitute an offence by the driver against section 58 of the Transport Act 1962 (which relate to alcohol or under the influence of drink or drugs);</p> <p>(d) Operate the vehicle or permit it to be operated in any race, speed rally, or contest;</p> <p>(e) Operate the vehicle or permit it to be operated to propel any other vehicle or tow any other vehicle or trailer</p> <p>(f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any Act, regulations or bylaws to road traffic and subsequent amendment.</p> <p>(g) Operate the vehicle or permit it be operated for the transport of more than the number of passengers or more than the weight of the goods specified in the certificate of loading for the vehicle</p> <p>(h) Drive or permit the vehicle to be driven by any person if at the time of his/her driving the vehicle, the Hirer or other person is not the holder of a current driver's licence appropriate for the vehicle and under the age of 21 years.</p> <p>RETURN OF THE VEHICLE</p> <p>20. The Hirer shall, at or before the expiry of the term of the hire, deliver the vehicle to the Owner's place of business or the Owners agent at the agent's place of business, or an agreed point of return by the Owner, or obtain the Owner's consent to the continuation of hire.</p> <p>IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE</p> <p>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 right of the Hirer under this agreement or otherwise.</p> <p>NOTE TO THE HIRER</p> <p>THE OWNER MUST ACKNOWLEDGE EITHER A GIVEN VERSION, OR ELECTRONIC VERSION OF THIS DOCUMENT. A COPY MUST BE KEPT IN THE VEHICLE FOR THE DURATION OF HIRE FOR THE PRODUCTION DEMANDED BY A POLICE OFFICER, TRAFFIC OFFICER OR AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.</p>
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Highway 38 between Murupara and Wairoa
NO beaches on Great Barrier Island

Please remember that only authorised drivers shown on this agreement are allowed to drive this vehicle.
In the event of an accident or breakdown should an unauthorised driver be driving the vehicle the Hirer is liable for all costs incurred.
Should the vehicle be driven on a Great Barrier Island Beach whilst under hire, any and all costs associated with recovery and damage to the vehicle will null and void any previous insurances occupied, and the Hirer will be liable for all costs associated with damage or loss of revenue to the Owner.