

AEQ RENTAL CARS – TERMS AND CONDITIONS:

Our terms and conditions are summarized below:

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PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if

each such person holds a current drivers license (particulars of which are given alongside his/her name and address) .

HIRER'S OBLIGATIONS

8. 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 tyre pressure is maintained at the proper pressure

9. 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. The clause requires that all reasonable care be taken for the vehicle. Animals are not permitted in the vehicle .Smoking is not permitted in the vehicle. Full detailing fees apply to anyone in breach of this.

INSURANCE

10. 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/she 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 \$1 million in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle. An excess applies at all times depending on the options taken.

For single vehicle accident, full excess of NZ\$2500 + GST applies. All excess reductions options are void for single vehicle accidents, theft and whether driver is charged with an infringement.

Excess Reduction option does not cover water submersions or salt water damage, tyres, underbody and vehicle interior, any damage caused by use of snow chains or roof racks. Excess reduction option also does not cover the cost to replace keys which have been lost or the cost of retrieval of the keys which have locked inside the vehicle.

A bond is required for all hires. You will be required to sign separate security in the form of a credit card imprint.

Payment for excess is taken immediately once the accident is reported. The credit card supplied will be debited for the full excess amount.

The excess is applicable regardless of who is at fault and must be paid at the time of accident been reported, not on completion of rental. The accident report form must be filled in by the hirer. The excess will only be refunded if AEQ is successful in recovering the cost of damages from third party. Please note claim recovery may take many months to resolve.

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/her 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 insurance is void.

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 the agreement;

e) 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 drivers license appropriate for that vehicle;

f) The vehicle is willfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behavior of the hirer or any such person;

g) Vehicle is operated on any off road conditions and any of the following road 90Mile Beach (Northland), Ball Hutt Road (Mt Cook), Skippers Canyon (Queenstown) all roads north of Colville on the Coromandel Peninsula.

- h) The vehicle is operated outside the term 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 to the above exclusions as if this clause constituted a contract of insurance.
- i) The interior of the vehicle is damaged or soiled by cigarette burns, cuts, spillage or foreign material.
- j) Water submersion or salt water damaged is not covered by any insurance option.
- k) Personal belongings are not covered. We recommend that the hirer does not leave valuables in the vehicle and should take out personal insurance.
- l) Excess reduction is void for willful damage E.g. Sitting on the roof or bonnet of vehicle. Punctures, damage to tyres , rims, burning out of clutches and any damage arising from using the vehicle to propel any other vehicle are regarded as willful or reckless damage.
- m) None of the insurance options cover the incorrect use of fuel.(fuel being petrol or diesel). The hirer will be responsible for any associated costs.
- (n) The hirer will be responsible for the costs to retrieve or recover vehicle which has become bogged regardless of the insurance option taken.
- (o)The hirer acknowledges that he/she shall be liable for the first of the loss/damage referred to in the insurance cover specified in this clause to the amount of the excess shown in the schedule. This applies to the damage/loss resulting from theft or conversion or attempted theft or conversion of the vehicle.

OWNER'S OBLIGATIONS/ LIABILITY

11. The owner shall supply the vehicle in a safe and roadworthy condition.
12. 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. The hirer shall notify as soon as practicable in any event within 24hrs the owner of any complaints or claims against the owner. If the hirer fails to do so the hirer may have deemed to have waived the same and the company will not be liable for any claims resulting there from.
13. Any mechanical or towing expenses required for the vehicle must be authorized by AEQ prior to the repair/tow taking place. Failure to get express authority will result in hirer being liable for the costs. AEQ will only reimburse such costs that has been authorized and hirer must produce original receipts for those repairs / costs.

MECHANICAL REPAIRS AND ACCIDENTS

14. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as practicable within 24 hrs to give owner the opportunity to rectify the problem. We do not accept any liability for any claims submitted after this period.
15. 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.
16. 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.
17. Vehicles are supplied with 24hr AA roadside assistance for all mechanical faults only. Please note that AA does not cover the following and associated costs will be the responsibility of the hirer:
- Vehicle running out of fuel
 - Keys been locked inside the car or lost
 - Flat batteries as a result of lights been left on
 - A breakdown as a result of damage caused in an accident

ALL AA NON-MECHANICAL CALL OUTS WILL INCUR A CALLOUT CHARGE OF NZ\$95 PLUS GST.

18. The AA service operates 24 hrs however for mechanical repairs outside these hours including weekends, some delays may occur. The owner will always endeavor to have the vehicle repaired in the shortest possible time.
19. The availability of the exchange vehicle is not guaranteed: provision is subject to availability, client location, accident liability and remaining hire duration. If an exchange vehicle is required as a result of an accident the hirer

is responsible for making their own way to the nearest AEQ branch or pick up agent. AEQ May offer the hirer the option of a Exchange Vehicle Relocation fee to send a driver to deliver the Exchange Vehicle to the hirers location. The Hirer will pay for any costs relating to the delivery of the exchange vehicle.

20. No replacement vehicle will be provided without receipt of a completed insurance claim form for each and every accident or damage.

21. In the event of an accident occurring or breakdown and exchange vehicle is not available, AEQ will not be liable for any resulting accommodation or living expenses that are incurred.

22. The owner will not refund for the unused hire period in case of an accident including CDW. The replacement vehicle shall be at owner's discretion. The owner is not responsible to provide transport from the accident location. If a replacement vehicle is offered by the owner it is the hirer's responsibility to get to the nearest location to collect the vehicle. The owner has the right to increase the hirer's liability and decline to offer CDW for the replacement vehicle. CDW is not transferable.

CLAIMS AND PROCEDURES

22. Where the use of vehicle results in an accident or damage or vehicle been stolen, you must:

- Promptly report such incidents to the local Police
- Promptly report such incidents to AEQ
- Not without AEQ 's written consent make or give any offer, promise of payment, settlement , waiver release indemnity or admission of liability
- Must fill in insurance claims form
- Complete and furnish to AEQ within reasonable time any witness statement , information or assistance to AEQ or its insurer may reasonably require
- Forward to AEQ any claims or correspondence from third party's within seven days of receipts.

USE OF THE VEHICLE

23. 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.

24. The hirer shall not:

- a) Sublet or hire the vehicle to any other person;
- b) Permit the vehicle to be operated outside hirer authority;
- 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 relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
- d) Operate the vehicle or permit it to be operated in any race, speed test, rally, or contest
- e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other Act, regulations, or bylaws to road traffic;
- f) 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: (9) Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.

RETURN OF VEHICLE

25. The hirer shall, at or before the expiry of term of hire, deliver the vehicle to the branch detailed on the front of this agreement or the owner's agent at the agent's place of business, or obtain the owner's consent to the continuation of hire. Please note **NO REFUNDS** is available to the hirer if vehicle is returned earlier than scheduled. The vehicle is to be returned in clean and tidy condition or full detailing fees apply. Vehicle is to be returned with full tank of fuel: if not filled with fuel a \$30 administration fee will apply in addition to the cost of fuel .If not returned to the branch detailed , a relocation fee will be charged. A collection fee of \$50 applies if vehicle is picked up in Auckland City and returned to Auckland Airport and vice versa.

BREACH OF CONTRACT

26. 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 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.

EXCHANGE RATE FLUCTUATIONS

27. All transactions are conducted in New Zealand currency. Due to exchange rate fluctuations there could be some variance on the actual charges on the hirer's credit card. AEQ is not liable for such variations.

RELEASE AND INDEMNITY OF AEQ RENTALS

28. The customer releases AEQ Rentals, its employees and agents, from any liability to the customer (regardless of who is at fault), for any loss or damage incurred by the customer by reason of rental, possession or use of the vehicle.

The customer hereby indemnifies and shall keep indemnified AEQ Rentals, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the customer's use and/or possession of the vehicle. Any indemnity required of the customer shall not operate to indemnify AEQ Rentals in respect of any negligent act by AEQ Rentals.

CLAIMS AGAINST THIRD PARTIES

The owner is not responsible for pursuing claims on the hirer's behalf against any third party for damage or loss including any sums paid to the owner.