

This rental agreement is made on the date specified in the Schedule on the reverse side hereof ("the Schedule") between Ezy Rentals ("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.

## 2. DURATION OF HIRE

The term of hire shall commence and cease at the time and dates specified in the schedule. (Note: Campa charges are on a calendar-day basis). The owner must authorise any rental extension beyond that specified in the rental agreement prior to the return of the vehicle. The owner reserves the right to charge a penalty fee of NZ\$500 plus the daily rental rate for anyone in breach of this. A NZ\$500 fee may also be charged if the vehicle is not returned by 5pm.

## 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 current driver's licence. (Note: only persons 18 years and over may be hirers and authorised drivers).

### 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 and speed camera fines, damage to the vehicle, puncture repair and relocation and cleaning fees as incurred in connection with the hirer's possession of the vehicle, including those which become apparent following termination of the hire. The hirer authorises the owner to debit his charge 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 this 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 client's credit card should payment from the agent not be received.

e) The following credit cards will be accepted: Visa, Mastercard & Amex. A surcharge of 4% applies to use of Amex for payment and security bond purposes.

## 4. HIRER'S OBLIGATIONS

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. (Note: This clause requires all responsible care to be taken for the vehicle. Animals are not permitted in the vehicle at any time).

### INSURANCE

a) Subject to the exclusions set out below, the hirer and any other driver authorised to drive the vehicle is fully indemnified in respect of any liability that he/she may have to the owner in respect of 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.

b) Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified up to a limit of NZ\$2,000,000.00; in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of use of the vehicles.

c) Third Party insurance is included in the quoted rate. The third party insurance covers you for all damage to a third party vehicle in the unlikely event of an accident.

(Note: Options 1 & 2 do not cover window and tyre damage; Option 3 covers all damage including windows and tyres)

### INSURANCE OPTIONS FOR DRIVERS 18-20 YEARS

You are required to take one of the following insurance options:

- Option 1: Insurance excess NZ\$2,500.00 (1 April 2006 - 31 March 2007)
- Option 2: Insurance excess NZ\$1,000.00, Pay an additional NZ\$20.00 per day
- Option 3: Insurance excess NZ\$100.00, Pay an additional NZ\$30.00 per day

• Additional Tyre/Windscreen Waiver: Pay an additional NZ\$4.00 per day

### INSURANCE OPTIONS FOR DRIVERS 21 YEARS & OVER

You are required to take one of the following insurance options:

- Option 1: Insurance excess NZ\$1,500.00 (1 April 2006 - 31 March 2007)
- Option 2: Insurance excess NZ\$800.00, Pay an additional NZ\$10.00 per day
- Option 3: Insurance excess nil, Pay an additional NZ\$20.00 per day

• Additional Tyre/Windscreen Waiver: Pay an additional NZ\$4.00 per day

EZY STRONGLY RECOMMENDS THAT ALL CUSTOMERS TAKE THE EXCESS REDUCTION OPTIONS TO MINIMISE EXCESS EXPOSURE AND TRAVEL WITH PEACE OF MIND.

### EXCLUSIONS

Excess options do not cover water submersion or salt-water damage, damage or loss of lights, tyres (unless hirer has taken Option 3 or Additional Tyre/Windscreen Waiver), roof, underbody and vehicle interior, and any damage caused from the use of snow chains and roof rack systems. Excess options also do not cover the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.

All excess options are void if the terms of the rental agreement are breached.

### BOND

a) A bond is required for all hires. You will be asked to sign a separate security bond in the form of a credit card imprint. This bond is held by the owner and is NOT banked; it is our guarantee that the hirer will return the vehicle on time and in the condition that it was hired in.

b) The owner reserves the right to bank the bond excess for a period of up to 3 months after the termination of the hire agreement to cover the cost of un-notified parking or speeding infringements or damage to third parties or their property.

c) Where the third party causes damage, the hirer is liable for damages as specified in their rental agreement. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered.

d) Where the vehicle has been returned outside office hours and the vehicle has damage to the windscreen or body not covered by insurance, the client will be charged and sent a letter summarizing the cost of repairs.

## 5. INSURANCE EXCLUSIONS

a) Water submersion or salt-water damage is not covered by any insurance option.

b) Personal belongings are not covered. We recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.

c) All Excess Reduction is void if the terms of the Rental Agreement are breached. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful conduct (e.g sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.

d) 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).

e) None of the insurance options cover the incorrect use of the vehicle, its accessories or fuel (fuel being diesel or petrol). The hirer will be responsible for any associated costs.

f) The hirer will be responsible for the cost to retrieve or recover a vehicle, which has become bogged, regardless of the insurance options taken.

g) If the vehicle is operated in any race, speed test, rally or contest, insurance is void.

h) The hirer is not a body corporate or department of State and the vehicle is driven by any person not named in the Schedule to this agreement.

i) 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.

j) 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).

k) The vehicle is operated outside of the hire or any agreed extension of that term.

l) 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 constitutes a contract of insurance.

m) The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the insurance 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

- First driver is free, additional drivers are NZ\$1.00 each per day.
- A Diesel Road User Tax applies to all Diesel vehicles in NZ, this includes the Ezy 2 Cruza. The tax is \$3.30 per 100km and is subject to Government changes. The fee will be calculated on return of your vehicle based on the kilometres travelled during your hire.
- Oneway hires between Auckland City and Auckland Airport may incur a NZ\$50 relocation fee.
- Oneway hires between Auckland and Christchurch may incur a NZ\$150 relocation fee.
- A processing fee of NZ\$25 will be charged for any unpaid parking and speeding fines incurred during the rental period.
- A fee of NZ\$500 will be charged for failure to empty the grey water or toilet cassette.

## 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 or its agents. 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. We do not accept liability for any claims submitted after this period.

b) All vehicles are registered with the Automobile Association [AA] for 24hr roadside assistance. This service covers any mechanical faults with the vehicle - for detailed information please refer to the AA Card that is attached to your contract. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer; the vehicle running out of fuel • Keys being locked inside the vehicle or lost • Flat batteries as a result of the lights or keys being left on • A breakdown as a result of damage caused in an accident • PHONE AA TOLL-FREE 0800 224 357 (0800 AA HELP) OR FROM MOBILE \*222

c) The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency any part of the engine, transmission, braking or suspension system of the vehicle.

d) All AA non-mechanical call-outs will incur a call-out charge of NZ\$85.

e) The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur. The owner will always endeavour to have the car repaired in the shortest time possible.

f) The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client 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 the nearest Ezy branch or pickup location • Ezy may offer the hirer the option of paying an 'Exchange Vehicle Relocation Fee' to send a driver or tow-truck to deliver the exchange vehicle to the hirer's location. This charge applies irrespective of any excess reduction taken.

g) Even if the hirer has taken insurance "Option 3", they are still responsible for keys being locked in the car and for changing tyres.

h) No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.

i) In the event of an accident occurring and an Exchange Vehicle is not available, Ezy will not be liable for any resulting accommodation or living expenses that are incurred.

## 9. USE OF THE VEHICLE

The hirer shall not use or permit to use 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 SHALL NOT:

- a) Sublet or hire the vehicle to any other person.
- b) Permit the vehicle to be operated outside his or her authority.
- c) Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest.
- d) 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 by laws 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 his driving the vehicle the hirer or any other person is not the holder of a current driver's licence appropriate for the vehicle.

## 10. RETURN OF THE VEHICLE

The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the Depot 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 NZ\$100 cleaning fee may apply. The vehicle is to be returned with a full tank of petrol; if it is not filled with fuel a NZ\$20 administration fee will apply in addition to the cost of the fuel. If the vehicle waste water and toilet cassette is not emptied, an additional fee of NZ\$500 may be charged. If not returned to the branch detailed, a relocation fee of NZ\$500 may be charged.

## 11. BREACH OF CONTRACT

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 and Conditions 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 the rights of the hirer under this agreement or otherwise.

## 12. EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against your credit card and the amount refunded at the expiration of the rental period. The owner is not liable for such variations.