

# MARLBOROUGH CLASSIC MOTORING

## AGREEMENT TO HIRE RENTAL VEHICLE – PART A

Marlborough Classic Motoring 30 Freeths Road, Koromiko, RD3 Blenheim, Marlborough, New Zealand  
Ph: +64 3 573 7518 Email: mckinnon@marlboroughclassicmotoring.co.nz Web: www.marlboroughclassicmotoring.co.nz

Date of agreement: .....day of.....20....

### 1. Owner:

McKinnon & Associates Limited of 30 Freeths Road Koromiko RD3 Blenheim trading as Marlborough Classic Motoring

### 2. Hirer Details:

Name:

Contact Address:

Contact Phone No:

Mobile phone:

Email address:

Credit Card Details (Visa / MasterCard only): ..... Exp.Date: .. / .. Name on card:

### 3. Description of Vehicle Being Hired:

Vehicle Make..... Reg.No.....

### 4. Duration Of Hire:

Start Time of Hire ..... am/pm on / / End Time of Hire ..... am/pm on / /

### 5. Persons who may drive this vehicle (including Hirer if Hirer is driving):

Driver's Full Name

Driver's Full Name

Private Address

Private Address

Date Of Birth

Date Of Birth

Driver's Licence Number

Driver's Licence Number

Licence Expiry Date

Licence Expiry Date

Signature of Licence Holder .....

Signature of Licence Holder .....

### 6. Return Of Vehicle:

The Hirer shall, at or before the expiry of the term of hire, return the vehicle to 30 Freeths Road Koromiko RD3 Blenheim, or according to Special Arrangements made in clause 7 of Part A of this agreement, or obtain the Owner's consent to the extension of the hire period specified in clause 4 of this agreement and/or an alternative delivery address.

### 7. Special Arrangements:

The Owner and the Hirer agree to the following special arrangements being included within this Rental Agreement:

### 8. Hirer's Liability:

The Hirer acknowledges that he or she shall be liable in respect of the first NZ\$1,000 of the damage or loss referred to in the insurance cover specified in clause 13 of Part B of this Agreement.

This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle.

The Hirer shall be liable for all parking and traffic offence fines incurred by the Hirer and/or driver(s) during the term of hire.

### 9. Payments by Hirer:

The Hirer shall pay to the Owner as payment for the hire of the vehicle for the period specified in clause 4 of this agreement the sum of NZ\$..... In addition to this payment the Hirer shall pay to the owner the following charges:

a) The Hirer shall pay to the owner on termination of the hiring a distance charge at the rate of 20 cents per kilometre for every kilometre run in excess of 350 kilometres per day.

b) The Hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire. The hirer shall pay a refuelling charge if the vehicle has not been refuelled as agreed with the Owner.

c) The Hirer agrees the owner may charge all amounts incurred under the terms of this Rental Agreement to his/her credit card.

The Hirer and any additional driver(s) acknowledge having received a copy of the document "Agreement to Hire Rental Vehicle – Part B: terms and conditions" and agree to be bound by this Agreement to Hire Rental Vehicle Parts A and B which together constitute the Rental Agreement.

[Signature] Hirer.....

[Signature] Owner.....

Time..... Date.....

Time..... Date.....

**NOTE TO HIRER:** THE OWNER MUST GIVE YOU AT LEAST ONE COPY OF THIS AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, TRAFFIC OFFICER, OR OTHER AUTHORISED EMPLOYEE OF THE [AUTHORITY].

# MARLBOROUGH CLASSIC MOTORING

## AGREEMENT TO HIRE RENTAL VEHICLE – PART B: terms and conditions

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### HIRER'S OBLIGATIONS

**10** The Hirer shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of hire, unless otherwise stated in Part A of this Agreement under Special Agreements in clause 7.

**11** 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 tyres are maintained at their proper pressure.

**12** The Hirer shall ensure that all reasonable care is taken in handling and parking the vehicle. If the vehicle has a soft top it is recommended that all articles in the car are securely locked away, but that the doors be left unlocked. In all other cases the hirer shall ensure that the vehicle is left securely locked when not in use.

### INSURANCE

**13** 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 or 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, is indemnified to the extent of NZ\$10million 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 the use of the vehicle.

### 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 or 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;
- (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;
- (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 driver's licence appropriate for that vehicle;
- (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;
- (g) The vehicle is operated on any of the roads listed below under ROAD LIMITATIONS, including unsealed roads and roads requiring the use of chains;
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term.

### OWNER'S OBLIGATIONS

**14** The Owner shall supply the vehicle in a safe and roadworthy condition.

**15** The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the Hirer.

NOTE: By virtue of clause 10 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of hire is the responsibility of the Hirer.

### MECHANICAL REPAIRS AND ACCIDENTS

**16** 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.

**17** 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.

**18** 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.

### USE OF THE VEHICLE

**19** 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 I of the Transport Services Licensing Act 1989.

**20** 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 circumstances that constitute an offence by the driver against any of sections 56, 57, and 58 of the Land Transport Act 1998;
- (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 [Land Transport Act 1998](#), the [Traffic Regulations 1976](#), or any other Act, regulations, rules, or bylaws relating 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;
- (g) 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 licence appropriate for the vehicle.

### IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

**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 the rights of the Hirer under this agreement or otherwise.

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### ROAD LIMITATIONS

**22** Marlborough Classic Motoring cars are not to be driven on any unsealed roads (e.g. gravel or dirt roads) or on any roads which require chains for snowy or icy conditions; nor on beaches, through streams, dams, rivers or flood waters. Doing so will invalidate your insurance cover. No Marlborough Classic Motoring car may be taken on the ferry service between the South and North Islands without written agreement between the Owner and the Hirer (under Special Arrangements in Part A of this Rental Agreement).

### BREAKDOWNS & ACCIDENTS

**23** Should a breakdown occur you are covered by the AA 24 hour Roadservice roadside assistance callout service which operates throughout New Zealand. This service covers mechanical breakdowns but not what is termed "driver related faults". Driver related faults attract an NZ\$85 call out fee which the Hirer is responsible for paying (a list of Driver related faults is included in the information folder inside the car). In the event of a breakdown, or an accident, the Hirer shall advise the Owner by telephone as soon as practicable.

**For AA Roadservice assistance, call toll free on 0800 734 543 or \*222 from a mobile phone.**

### RESPONSIBILITIES

**24** The Hirer is responsible for paying all speeding and other traffic fines incurred during the period of hire. Exceeding the speed limit can incur on-the-spot fines. The Hirer is expected to pay this fine immediately. If you are not familiar with driving in New Zealand, you are advised to read the information contained on the website [www.itsa.govt.nz/overseasdrivers/driving-in-nz.html](http://www.itsa.govt.nz/overseasdrivers/driving-in-nz.html). A copy of this Land Transport NZ information is included in the folder in the hire car.

### CAR CONTENTS

**25** Cars are equipped with torch, cloths, First Aid Kit, fire extinguisher, foot pump, tools and a folder containing car information and maps. All car contents remain the property of **Marlborough Classic Motoring** at all times.

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