

Hire terms

**The terms below are an example of what is to be expected in our standard hire form**

### **1. VEHICLE DESCRIPTION**

The Owner (Brix Group Ltd) will let and the Hirer will take on the motor vehicle described in the attached hire form (“the vehicle”) on the terms set out in this agreement.

### **2. RENTAL DURATION**

The term of hire shall commence and cease at the time and dates specified in the hire form. (Note vehicle charges are on a 24 hour basis). Vehicle must be returned no later than the end of the 25th hour of hire, (after the first hour late a full day hire applies).

### **Rates, Amendments and Cancellation Conditions**

1. Rates and conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) Brix Group Ltd will not alter rates or conditions applicable to the Hirer’s rental once the Hirer’s booking has been confirmed by Brix Group unless a booking is amended.
2. All amendments are subject to approval by Brix Group. 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, Brix Group Ltd will calculate the additional day’s charge at the applicable vehicle rate.
3. Should the Hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.
4. Brix Group must authorise any rental extension beyond that specified in the Hire form prior to the return of the vehicle. All extensions are subject to availability and must be requested through our reservations team at least 48 hours prior to drop off date on the original contract. Brix Group Ltd 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 hirer in breach of this.
5. Cancellation policy: If the booking is cancelled on the day of the pickup or is a no show the hirer will not be eligible for a refund.

### **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 Hire 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**

1. The Hirer shall pay Brix Group Ltd in full prior to dispatch (as payment for the hire of the vehicle for the agreed period) the sum specified in the hire form. 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, 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 that become apparent following the termination of the hire. The Hirer authorises Brix Group Ltd to debit their Credit Card for the same.
2. In addition to the payment types specified in section 1 of 'payment by hirer' the Hirer shall pay to the Owner the sums specified in the hire form for insurance cover as set out in the agreement.
3. The hirer shall pay for all petrol or diesel (but not oil) used in the vehicle during the period of the hire.
4. The following credit cards will be accepted: Visa & Mastercard.
5. An invoice will be sent to the hirer for direct debit payment for the cost of hire.
6. If the hirer's credit card declines upon charging in relation to section 1 the hirer will sent another invoice for the extra charges where 7 days payment terms are required, if not paid debt collection may be undertaken

## **4. HIRER'S OBLIGATIONS**

1. Smoking and/or animals are not permitted in the vehicle at any time.
2. 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.
3. It is the Hirer's responsibility to be aware and in compliance with all New Zealand Land Transport rules and regulations.
4. Travelling with Children: The Child Restraint Law stipulates that children under 7 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**

1. Third party cover is included in the quoted rate. The third party option covers the Hirer for all damage to a third party vehicle in the unlikely event of an accident.
2. Third party cover does not cover tyre, windscreen/window damage, exterior body, underbody or single vehicle accidents.
3. Excess amounts, Under 21yrs - \$2500 / Over 21yrs - \$1500

## **EXCLUSIONS**

The excess option is void if the terms of the Rental Agreement are breached.

1. Where the third party causes damage, the Hirer is liable for damages as specified in the hire form. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered, therefore the Hirer is responsible for paying for the damage, a Police Report is highly recommended.
2. Where the vehicle has been returned during or outside office hours and the vehicle has undiscovered new damage to the windscreen or body not covered by the Hirer's chosen excess reduction cover, the Hirer will be charged and sent a letter summarising the cost of repairs.
3. Damage includes any and all damage to third party property, damage to the hired vehicle including tyres, windscreens, towing and recovery costs, theft, fire, break-in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is off the fleet for repair.
4. The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded only if the owner is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

## **5. INSURANCE EXCLUSIONS**

1. Water submersion or salt-water damage is not covered by any reduction option.
2. Continuing to drive if a warning light appears results in the hirer being responsible for all costs incurred.
3. Excess options do not cover any damage caused by the use of snow chains and roof racks.
4. 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.
5. Excess options do not cover any: breakages or defacement of the vehicles interior, theft or attempted theft resulting in damage.

6. Personal belongings are not covered. The owner recommends the hirer does not leave valuables in the vehicle and should take out personal insurance.
7. 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.
8. 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).
9. 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.
10. 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.
11. If the vehicle is operated in any race, speed test, rally or contest; insurance is void.
12. 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.
13. 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.
14. 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.
15. The vehicle is operated outside of the hire or any agreed extension of that term.
16. It is agreed between Brix Group Ltd 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.
17. 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**

- 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).
- Any unpaid traffic or toll road infringements incurred during the hire period are transferred to hirer.

## **7. Brix Group Ltd OBLIGATIONS**

1. Brix Group Ltd shall deliver the vehicle in a safe and roadworthy condition.
2. Brix Group Ltd 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 Brix Group Ltd. If the hirer fails to do so the hirer may be deemed to have waived the same and Brix Group Ltd will not be liable for any claims resulting there from).
3. Any mechanical or towing expenses required for the vehicle must be authorised by Brix Group Ltd 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**

1. Any problems associated with the vehicle including equipment failure must be reported to Brix Group Ltd as soon as possible within 24 hours in order to give Brix Group Ltd the opportunity to rectify the problem during the rental period. Brix Group Ltd does not accept liability for any claims submitted after this period. Brix Group Ltd will always endeavour to rectify the problem within 24 hours of being notified.
2. All vehicles are registered with NZ Roadside Assistance (NZRA) for 24 hour roadside assistance. This service covers any mechanical faults with the vehicle. Please note that NZRA does not cover the following and the associated costs will be the responsibility of the hirer; \*The vehicle running out of fuel \*Keys being lost or locked inside the vehicle \*Flat batteries as a result of the lights (interior and exterior) being left on \*A breakdown as a result of damage caused in an accident \* PHONE NZRA TOLL-FREE 0508 697 623
3. 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.

4. All NZRA non-mechanical call-outs will incur a call out fee, this includes changing tyres and keys locked in the vehicle. If the call out is required by a diagnosed mechanical fault, NZRA will process a refund for the credit card fee.
5. The NZRA service operates 24 hrs, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.
6. 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 the nearest Brix Group Ltd branch or pick-up location \*The hirer will pay any costs relating to delivery of a change-over vehicle as a result of any vehicle accident.
7. No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
8. 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 Brix Group Ltd for use in a passenger service licensed under Part 1 of the Transport Service Licensing Act 1989.

### **THE HIRER SHALL NOT:**

1. Sublet or hire the vehicle to any other person
2. Permit the vehicle to be operated outside their authority
3. Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest
4. Operate the vehicle in breach of the transport Act 1962, the traffic Regulations 1976 or any other Act relating to road traffic
5. 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.
6. 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**

The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the branch detailed in the Hire form, or obtain Brix Group Ltd 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\$45.00 administration fee will apply in addition to the cost of the fuel. If not returned to the branch detailed, a relocation fee of NZD\$1000.00 may be charged.

### **11. Delivery of Vehicle to Hirer**

Brix Group Ltd may in some cases deliver the vehicle to the hirer's nominated address if the hirer has agreed to a long term hire and Brix Group Ltd had agreed deliver/pick up. Unless this is otherwise arranged the Hirer will be responsible for pick up and return of the vehicle.

### **11. BREACH OF CONTRACT**

Brix Group Ltd 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 Brix Group Ltd and the rights of the hirer under this agreement or otherwise.