

AGREEMENT TO HIRE RENTAL VEHICLE

This document is an agreement between the Rental Service Operator (the "Operator") and the Hirer whose details are recorded in this agreement (the "Hirer").

VEHICLE DESCRIPTION AND TERM OF HIRE – The Operator lets and the Hirer takes the motor vehicle (the "Vehicle") described on the reverse side of this agreement for the term of hire shown.

PERSONS WHO MAY DRIVE THE VEHICLE – The Vehicle may be driven only by persons named in this agreement who each hold a current full driver's licence (minimum 5 years) appropriate to the class of vehicle.

DRIVER LICENCE VERIFICATION CONSENT (TORO / DRIVER CHECK) – By signing this agreement, each driver authorises Russell Rentals & Sales Ltd (New Plymouth Airport Rental Cars) to verify and/or monitor their New Zealand driver-licence details through the NZTA Driver Check or TORO systems to confirm licence validity, classes, endorsements, expiry, or any suspensions or disqualifications. This consent remains valid for the hire duration and any related follow-up matters. Information will be handled in accordance...

PAYMENTS BY HIRER – The Hirer shall pay the Operator the hire charges specified in this agreement. The Hirer is liable for any additional charges, including excess kilometres, fuel, road-user charges (RUC), late return, repairs (up to the insurance excess), fines, tolls, and administration fees. Charges may be deducted from the Hirer's nominated payment method.

CREDIT/DEBIT CARD AUTHORISATION – The Hirer authorises the Operator to pre-authorise and/or debit their nominated credit or debit card for the hire charges, bond, excess, fuel, tolls, traffic or parking infringements, damage, and any additional costs arising under this agreement.

DEBT RECOVERY – The Hirer agrees to pay all costs incurred by the Operator in recovering any unpaid charges, including debt-collection agency fees, legal costs, and court filing fees.

USE OF VEHICLE – The Hirer shall not: (a) Use the Vehicle for hire or reward unless permitted under a passenger service licence; (b) Sublet or lend the Vehicle; (c) Allow unlicensed or unauthorised persons to drive; (d) Operate the Vehicle in races, rallies, or off-road; (e) Overload the Vehicle or carry more passengers than permitted; (f) Drive while impaired or in breach of the Land Transport Act 1998 or any Road User Rules.

OPERATOR'S OBLIGATIONS – The Operator will supply the Vehicle in a safe and roadworthy condition with a current Certificate of Fitness.

HIRER'S OBLIGATIONS – The Hirer must take reasonable care, check oil, coolant, and tyre pressure, lock and secure the Vehicle, and report faults or warning lights immediately.

TRAFFIC OFFENCES – The Operator may charge the Hirer for any infringement fees or tolls incurred during the hire and will provide copies of related notices. The Hirer retains the right to challenge or dispute any offence with the issuing authority.

INSURANCE – The Operator provides insurance cover subject to an excess as shown on the front of this agreement (per incident). Optional reduced-excess products may be available at additional cost. Insurance excludes damage listed under "Insurance Exclusions." The Vehicle may be fitted with a GPS tracking device for fleet management, security and safety purposes. Location data may be shared with authorities if

required by law.

INSURANCE EXCLUSIONS – Insurance does not apply when: (a) The driver is under the influence of alcohol or drugs; (b) The Vehicle is used off-road or in races; (c) The driver is unlicensed or unauthorised; (d) The Vehicle is recklessly or wilfully damaged; (e) The Vehicle is driven on prohibited roads or beaches; (f) An insurance claim form is not completed within 24 hours of an accident; (g) The Vehicle is driven on any beach, riverbed, unsealed road, track, or surface not intended for normal public vehicle ...

MECHANICAL REPAIRS AND ACCIDENTS – The Hirer must immediately notify the Operator of any accident, damage, or breakdown. Repairs must not be arranged without the Operator's approval except to prevent further damage.

RETURN OF VEHICLE – The Hirer must return the Vehicle by the agreed time and place or obtain approval for any extension. Early returns may not be refunded. The Operator may terminate the hire immediately for non-payment, damage, or breach of terms.

OPERATOR'S RIGHT TO CANCEL – The Operator reserves the right to cancel or terminate the rental at any time if the Hirer breaches this agreement, provides false or misleading information, fails to make payment, drives in an unsafe or illegal manner, or if the Operator reasonably believes continued hire may cause damage, loss, or risk to persons or property. If the rental is cancelled prior to vehicle pickup, any prepaid amount may be refunded at the Operator's discretion unless the cancellation resulted from...

PRIVACY AND INFORMATION USE – The Operator collects and stores personal information provided by the Hirer and any drivers for vehicle hire, compliance, insurance, and infringement processing. Information may be shared with NZ Police, NZTA, insurers, or debt-recovery agencies as required by law. Data will be retained only as long as necessary under the Privacy Act 2020.

GENERAL – This agreement is governed by New Zealand law. Disputes shall be determined in the NZ Disputes Tribunal or District Court. Acceptance of these terms electronically or by signature constitutes a binding agreement under the Contract and Commercial Law Act 2017.

IMPORTANT NOTES TO HIRER – Keep a copy of this agreement in the Vehicle during the hire. Fuel must be returned full; refuelling fees apply otherwise. Cleaning fees apply for vehicles returned unclean. Written approval required for drop-off changes; late returns incur additional fees.

Operator: Russell Rentals & Sales Ltd (New Plymouth Airport Rental Cars)

Address: New Plymouth Airport, Taranaki, NZ

Phone: (06) 758 1237

Email: info@newplymouthairportrentalcars.co.nz