

GRAB A RENTAL CAR

CALL
0800 247 247
info@grabarental.co.nz

Grab A Rental Car

GST No: 107-496-874 Date: _____ Tax Invoice _____

116 Cavendish Drive (Behind BP Petrol station),
Manukau, Auckland

Contact: 0800 247 247; 09 263 4133 Fax: 09 263 4135
Email: info@grabarental.co.nz; Website: www.grabarental.co.nz

MAKE..... MODEL & COLOUR.....
REG NO
HIRER'S FULL NAME AND PERMANENT ADDRESS.

.....
.....

PHONE NO.MOBILE
LOCAL ADDRESS
.....
EMAIL

HIRERS LICENCE NO	ISSUED BY	EXPIRY DATE	DATE OF BIRTH
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ADDITIONAL DRIVERS

NAME	PHONE NO.	EXPIRY DATE	DATE OF BIRTH
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HIRER'S LIABILITY/ INSURANCE

The Hirer acknowledges that he/she shall be liable in respect of the first \$ + GST of the damage or loss referred to the insurance cover specified in clause 10.

The Hirer agrees to pay \$..... per day to reduce insurance excess to \$

See clause 10

The hirer acknowledges that he/she is aware of the exclusions set out in clause 10.

..... Signature of hirer
YOU SHOULD NOT SIGN THIS UNLESS YOU ARE SURE YOU UNDERSTAND ITS EFFECTS.

CREDIT CARD DETAILS

NAME

EXPIRY DATE

CREDIT CARD NUMBER

.....

CVV CODE

SIGN

ATTENTION

1. There is no refund for early return.
 2. The hirer is liable for broken glass or damaged windscreens.
 3. The hirer is responsible for puncture repairs or damage to tyres.
 4. Only authorized drivers are permitted to drive.
 5. Refueling charge of \$20 will apply if vehicle is not returned to original reading/level.
 6. Parking fees/Speeding fines, tolls will incur a \$25 handling fee.
 7. Our vehicles are all non-smoking. A \$150 fee will be incurred for smoke removal treatment for non-compliance.
 8. If Vehicle returned in an excessively dirty condition from inside, i.e. Seat stains or Carpet stains or animal hairs will incur a charge from \$40 to \$120.
- I understand and agree to these conditions.

Signature

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 any other authorised employee of the land transport safety authority.

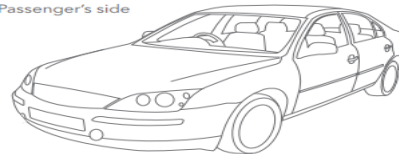
DATE FROM TIME AM/PM
DATE TO TIME AM/PM
EXTENDED TO
ODOMETER OUT IN
UNLIMITED KM OPTION YES/ NO TOTAL KM
ADDITIONAL KMS KMs @ \$0.25

..... DAYS @
..... WEEKS @
INSURANCE DAYS @
GPS DEVICE DAYS @
BABY SEAT DAYS @
PICK UP/ DROPP OFF CHARGES
OTHER
SECURITY DEPOSIT (Bond)
TOTAL CHARGES

RENTAL PAYMENT \$ TYPE

BOND PAYMENT \$ TYPE

D- Dent S- Scratch R- Rub C- Chips
Passenger's side



Driver's side



IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

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.

I declare I am 21 years or above and I have read and fully understand the conditions on both front and back of attached agreement. The Hirer agrees to be bound by and accepts the terms and conditions of the hirer as set out or above or in the agreement. All outstanding Debts will be forwarded to collection agency; all debt recovery costs will be paid by customer.

Signature (Hirer)

Signature (owner/on behalf of Owner)

Time and Dateam/pm / /

Rental Agreement

This document is an agreement made between the GRAB A RENTAL CAR LIMITED (the "Operator" or "Owner" and the Hirer whose particulars are recorded in this agreement (the "Hirer"). It is hereby agreed as follows:

VEHICLE DESCRIPTION AND TERM OF HIRE

- 1. The operator will let and the hirer will take the motor vehicle (the "vehicle") details of which are set out on the first page agreement, for the term of hire as described in this agreement.

PERSONS WHO MAY DRIVE THE VEHICLE

- 2. The vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current full driver's licence, appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person's name and address.

PAYMENTS BY HIRER

- 3. The hirer shall pay the operator for the hire of the vehicle the sum or sums specified in this agreement.
- 4. In addition to the payment specified in clause 3 above, the hirer acknowledges that s/he shall be liable to pay to the operator at the end of the hire period any additional charges specified in the agreement. These may include charges for additional distance driven, fuel (but not oil), RUC, late return, damage or repair up to the insurance excess amount (see also sections 10 and 11 of this agreement), any enforcement or collection charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clauses 8 and 9 of this agreement) and the administration costs relating to those fines and fees, and toll charges. The charges may be deducted from the hirer's credit card, or by payment in any other manner, during or after the term of hire is completed. This includes payments authorised over the phone or email or any other form of communication.

USE OF THE VEHICLE

- 5. The hirer shall not:
 - a) use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the operator's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
 - b) Sublet or hire the vehicle to any other person without the operator's permission to do so;
 - c) Allow the vehicle to be used outside his/her authority;
 - d) Operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the Act;
 - e) Operate the vehicle or allow it to be operated in any race, speed test, rally or contest;
 - f) Operate the vehicle or allow it to be operated to propel or tow any other vehicle;
 - g) Operate the vehicle, or allow it to be operated in breach of the Act, the Transport Act 1962, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
 - h) Operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser, for the vehicle;
 - i) Drive or allow the vehicle to be driven by any other person if at the time of driving the vehicle the driver does not hold a current driver's licence appropriate for the vehicle;
 - j) Drive or allow the vehicle to be driven on any roads excluded in section 10(h) of this agreement, or on any beach, driveway or surfaces likely to damage the vehicle; or
 - k) Allow the vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the vehicle.

OPERATOR'S OBLIGATIONS

- 6. The operator shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

HIRER'S OBLIGATIONS

- 7. The hirer shall ensure that
 - a) all reasonable care is taken when driving and parking the vehicle;
 - b) the water in the vehicle's radiator and battery are maintained at the proper level;
 - c) the oil in the vehicle is maintained at the proper level;
 - d) the tyres are maintained at their proper pressure;
 - e) the vehicle is locked and secure at all times when it is not in use;
 - f) the distance recorder or speedometer are not interfered with;
 - g) no part of the engine, transmission, braking or suspension systems are interfered with;
 - h) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, s/he stops driving and advises the operator immediately.
 - i) no smoking is done inside the car as all our vehicles are non-smoking at all times

TRAFFIC OFFENCES

- 8. The hirer is advised that Section 9.5(1) of the Land Transport Rule Operator Licensing 2007 permits the operator to debit the hirer's credit card for any infringement fee where the offence was committed during the period of hire and was a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment, or an offence for parking in any position of a road in breach of any bylaw of a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004. The operator may also charge an administration fee in addition to the traffic offence charge.
- 9. The hirer is advised that should the operator decide to debit their credit card for a traffic infringement, the hirer has the right to receive a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the operator challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice); and dispute the matter with the credit card issuer.

By signing this agreement, the hirer acknowledges notification of the information in clauses 8 and 9.

INSURANCE

- 10. The hirer is advised that:
 - a) motor vehicle insurance must be provided by the operator, but;
 - b) the hirer can make their own insurance arrangements provided they are approved by the operator.
 - c) If the operator is not satisfied that the hirer's insurance is adequate, the operator may decline to hire the vehicle.
- If the hirer elects to use the operator's insurance, any driver named in this agreement as a person permitted to drive the vehicle is, subject to the insurance exclusions set out below, covered against any loss or damage to the vehicle, its accessories and spare parts, and for any consequential damage, loss of costs incurred by the operator through salvage or loss of revenue resulting from the hire to the extent set out in the clauses below.
 - a) The insurance premium is included in the hire charge.
 - b) The hirer's liability will be for any loss or damage to the vehicle, however caused, including any damage to windscreens or tyres, and for any consequential loss or damage, during the term of this hire, or during any extension to the term
 - c) The excess payable by the hirer is shown on the cover page of this agreement

INSURANCE EXCLUSIONS

The hirer acknowledges that the cover referred to above will not apply 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 un-roadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or un-roadworthy condition of the vehicle;
- c) the vehicle is driven in any race, speed test, rally or contest;
- d) the vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the vehicle;
- e) the vehicle is driven by an unlicensed person;

- f) the vehicle is wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority;
 - g) the driver is convicted of a traffic offence while driving the vehicle;
 - h) the vehicle was being driven on any of the following roads:
 - Skippers Road (Queenstown)
 - Ninety-Mile Beach (Northland)
 - i) the vehicle was operated outside the terms of this agreement or any agreed extension of this agreement
 - j) the hirer is not a body corporate or department of state and the vehicle is driven by any person not named in clause 2 of the agreement;
 - k) failure to complete an insurance claim form within 24 hours of an accident may make the hirer totally liable
- It is agreed between the hirer and the operator that section 11 of the Insurance Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

The hirer agrees that if any loss or damage is caused to the vehicle in any of the circumstances of the above Insurance Exclusions and the hirer allows the circumstances to arise or could reasonably have been expected to prevent it from arising, the hirer will be liable to the operator for any loss or damage to the vehicle during the term of hire and any extensions to the term, however caused, and for any consequential loss or damage.

HIRER USES HIS/HER OWN INSURANCE

- 11. When the Rejection of Insurance clause is accepted, the hirer elects to use his/her own insurance and s/he accepts all liability for any loss or damage to the vehicle, its accessories and spare parts, and for any consequential loss or costs incurred by the operator as a result of the hirer hiring the vehicle, however that loss, damage or cost may have been caused.

MECHANICAL REPAIRS AND ACCIDENTS

- 12. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the operator of the full circumstances immediately.
- 13. The hirer shall not arrange or undertake any repairs or salvage without the operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- 14. If the vehicle requires repair or replacement the operator shall at his/her discretion endeavour to repair or replace the vehicle.
- 15. In the event that an accident renders the vehicle un-roadworthy, the operator will make no refund of unused hire period and the provision of a replacement vehicle shall be at the operator's sole discretion. In these circumstances the operator shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location, or responsible for any accommodation costs.

EXCESS REDUCTION16. The Hirer is able to get the reduction in excess by paying the excess reduction cost which will be charged, depending on the class of the vehicle hired. The excess as mentioned is non-waivable.

HIRER'S LIABILITY17. The Hirer acknowledges that he/she shall be liable for up to the excess amount stated on the cover page or \$2,500.00 plus GST whichever is less in respect of single vehicle accidents in respect of the loss or damage to the vehicle and consequential loss to the Owner referred to in the Insurance Clause 10 above which includes any damage to the windscreens and tyres. This does not apply to the damage or loss resulting from fire and from the theft or attempted theft or conversion of the vehicle.

GPS / OTHER ACCESSORIES18. The Hirer acknowledges that he or she be liable for the damages to or loss including theft, of the GPS unit. The charge is \$300.00 + GST per unit. In addition, a handling fee may be charged if the GPS accessories are damaged or not returned with the GPS unit. The charge will be \$50.00 + GST.

RETURN OF VEHICLE

- 19. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the operator or to the operator's agent's place of business as shown on the reverse of this agreement, or obtain the operator's consent to the continuation of the hire.
- 20. The operator 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, breaks down or requires repair. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the operator and the rights of the hirer under this agreement or otherwise.
- 21. The hirer will be liable for damage found during the termination or subsequent grooming and inspection of the vehicle.
- 22. If the hirer returns the vehicle early s/he may not be entitled to a refund of the unused hire period.
- 23. One copy of the agreement is given to the Hirer which must be kept in the vehicle throughout the term of the hire and produced on demand to an enforcement officer.
- 24. Hirer must replace the fuel used during the hire, otherwise it will be replaced at the expense of the Hirer and a fill up fee will be charged.
- 25. A Cleaning fee will be levied for cars returned in an unclean state.
- 26. Failure to get written approval for change of drop off will incur drop off fees.
- 27. All extensions must be approved 24 hours before original drop off date.
- 28. If booking is cancelled outside 5 days of pick up, a full refund of the deposit will be paid. If the booking is cancelled within 5 to 2 days before start of the hire, there is no refund of the booking deposit (20%). If booking is cancelled on the day of pickup, then 100% of the gross rental is charged.
- 29. Should the Hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to refund.
- 30. The child restraint law stipulates that Children under 8 must be properly restraint in an approved child restraint. It is the Hirer's responsibility to ensure the child restraint is installed correctly. It is strongly recommended by New Zealand Transport Agency that children should be seated in the rear of the car. Baby seats can be requested at the time of reservation at a cost.
- 31. One way hires will incur relocation fees.

The Hirer releases GRAB A RENTAL CAR LIMITED, its owners, directors, employees and agents, from any liabilities to the Hirer regardless of who is at fault, for any loss or any damage including personal injury, personal property, property belonging to any other person which is carried in the vehicle, incurred by the Hirer, by reason of rental, possession or use of vehicle. The Owner is not responsible for pursuing any claims, the Hirer may have against third parties, for any damage or loss including the Hirer's liability paid to the Owner. The Owner will provide an invoice for any amount paid to the Owner by the Hirer. The Owner will not provide repair quotes, police reports, photographs or any other information to the Hirer or any other party.

PRIVACY ACT

- 32. The information requested from you is to enable this company to assess your request to hire a vehicle from us, and in order to comply with the requirements of the Land Transport Act. You do not have to supply this information, but if you do not, we are unable to hire a vehicle to you. The Hirer acknowledges that the Owner will collect, hold and use the hirer's personal information for the purposes related to hire of the vehicle and the provision of related customer service. The Hirer further acknowledges that such personal information may be disclosed to the debt collection agencies in the event that the Hirer defaults in the payments of any monies to the Owner and the Hirer hereby authorises the disclosure of its personal information for such purpose.

NOTE TO HIRER

- 33. The Owner must give a copy of the Rental Agreement. A copy must be kept in the vehicle throughout the term of the hire and produced on demand by any Police Officer or Traffic Officer. The vehicle may be fitted with a GPS tracking device to ensure the safety of the vehicle.

CUSTOMERS PLEASE NOTE

- 34. You are responsible for all collusion damage charges up to the excess on you contract including vandalism and break-ins.
- You are responsible for any damage to the vehicle that may occur while the vehicle is on rent, included but not limited to-

Abnormal tyre wear	Roof and bonnet damage	Rim and tyre sidewall damage
Engine and transmission damage	Under body damage	Damage caused by fitting accessories
Excessive stone pitting to paint	Windscreen damage	
Damage to boot and door locks	Abnormal cleaning incl. seats damage, smoke smell etc.	