

These Terms and Conditions apply to any Agreement between Hanson Rental Vehicles and the Hirer whose name and address appears in the Rental Agreement.

Hanson Rental Vehicles and the Hirer agree as follows:

1. CONSUMER RIGHTS STATEMENT

All of the Hirer's rights set out in this Agreement are in addition to your rights as a consumer pursuant to applicable consumer protection laws, including the New Zealand consumer law. Such rights are not excluded, restricted or modified by operation of this Agreement. The Hirer may find out more about the Hirer's rights from consumer organizations and bodies including New Zealand Consumer Affairs. Please contact us if you have any questions about these terms and conditions.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise: "Agreement" means any Confirmation and/or the Rental Agreement; "Bond" means the amount paid by the Hirer on pick-up of the Vehicle to cover any liability or other amounts owned by the Hirer under this Agreement; "Collection Point" means the collection point for the Vehicle specified in the Confirmation and/or Rental Agreement; "Confirmation" means the confirmation of the Hirer's booking from Hanson Rental Vehicles confirming Vehicle type, Fee, Bond, Term of Hire, Start Date, Return Date, Collection Point and Return Location; "Credit Card" means a credit card Not a debit card "Excess Reduction Cover" means the excess reduction cover described in clause 9 which only applies if it is specified in the Rental Agreement; "Fee" daily rental costs and any additional fees as agreed. "Hirer" means the person or persons nominated as the customer/hirer/ Authorised Driver and any person whose credit card is presented for payment of the Hirer's charges; "Hanson Rental Vehicles" means Hanson Rental Vehicles (A division of Autoline Limited); "Rental Agreement" means the document entitled Rental Agreement which has been signed for and on behalf of the Hirer and the Terms and Conditions; "Return Location" in respect of the Vehicle, means the return location specified in the Confirmation and/or Rental Agreement; "Terms and Conditions" means the terms and conditions set out in this document. "Vehicle: means the Vehicle hired by the Hirer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

3. RENTAL DURATION

a) The term of hire in respect of the Vehicle shall commence at the time and date specified in the Rental Agreement and cease at the time and date specified in the Rental Agreement. All charges are calculated on a 24-hour basis, unless otherwise stated On the Return Date, the first hour late is free; after the first hour late a full day hire applies.

b) Minimum rental periods are subject to change, and any such change will be notified to the Hirer prior to Confirmation and once a Confirmation has been received by the Hirer, Hanson Rental Vehicles may not alter the minimum rental period for that booking.

4. RATES, AMENDMENTS AND CANCELLATION CONDITIONS

a) This Agreement and the rates and conditions quoted in our website, brochures and/or documentation are subject to change without notice. b) All amendments to a booking are subject to availability and approval by Hanson Rental Vehicles. If a reservation, Return Location, category or Vehicle type, Collection Point, Start Date or Return Date is amended prior to collection by the Hirer, the applicable rate for the Vehicle may in the absolute discretion of Hanson Rental Vehicles be re-calculated to the new rate.

c) Subject to clause 4(e), if the Hirer requests to voluntarily downgrade their Vehicle type from the reserved category of Vehicle, the Hirer will not be entitled to any refund from Hanson Rental Vehicles

d) All changes to a booking, including extensions to the Return Date, are subject to availability and approval by Hanson Rental Vehicles and must be requested through Hanson Rental Vehicles at least 48 hours prior to the Return Date or any agreed extension thereof.

In the event of any unauthorised extension to the Return Date, the Hirer shall pay the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of such amount Hanson Rental Vehicles nominates as its reasonable costs in connection with such unauthorised extension being not more than \$1000.00. In the event of any unauthorised change to the Return Location, the Hirer shall pay a relocation fee as determined by Hanson Rental Vehicles acting reasonably but in any event not in excess of \$2000.00.

e) A \$100.00 deposit is required at the time of booking and/or following any amendment in order to receive a Confirmation.

f) If the booking is cancelled up to 21 days prior to the Start Date the deposit paid will be held and be able to used within 12 months with any hire of the hirers choosing.

If a booking is cancelled between 1 – 20 days prior to the Start Date, the deposit is non-refundable, but able to used at any other time within 12 months. If the booking is cancelled on the Start Date or the Hirer does not collect the Vehicle from the Collection Point then 100% of the gross rental is chargeable.

5. PERSONS WHO MAY DRIVE THE VEHICLE

a) The Vehicle may only be hired and driven by the persons specified as an authorised driver in the Rental Agreement, and only if: they hold a current and full driver's licence appropriate for the Vehicle in English, which must be presented to Hanson Rental Vehicles at time of collection of the Vehicle.

If the licence of an Authorised Driver is not in English it must be accompanied by an accurate English translation of the whole licence including any conditions. The translation must be provided by an NZ Transport Agency approved translator,

b) A Learners or Restricted licence or comparable will not be accepted.

c) Once the Vehicle has been collected, if any additional persons wish to drive the Vehicle, they must call Hanson Rental Vehicles prior for approval and they must comply with clauses (a) and (b) above.

6. HIRER'S OBLIGATIONS

a) The Hirer acknowledges having received the Vehicle in a clean condition, with a full fuel tank. The Hirer will return the Vehicle in a clean condition with a full fuel tank on the Return Date at the time and at the Return Point set out in the Rental Agreement.

b) The Hirer must ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use.

c) The Hirer must ensure that the recommended levels are maintained with respect to the water in the radiator and battery, the oil and the tyre pressures of the Vehicle.

d) Smoking and/or animals are not permitted in the Vehicle at any time. If this condition is breached, the Hirer must pay to Hanson Rental Vehicles a cleaning fee determined by Hanson Rental Vehicles in its reasonable opinion and being not more than \$300.00

e) The Hirer must ensure that all Authorised Drivers comply with and all Authorised Drivers are aware they are bound by this Agreement.

f) All Authorised Drivers must carry their driver's licence with them when driving the Vehicle.

g) In the event of any damage to or accident involving the Vehicle during the Term of Hire, the Hirer must notify Hanson Rental Vehicles of the full circumstances of the damage as soon as practicable (being not more than 24 hours) from the time the Hirer has knowledge of the damage.

h) If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Hirer must notify Hanson Rental Vehicles as soon as practicable, and in any event within 24 hours, from the time the Hirer has knowledge of the defect or failure so as to give Hanson Rental Vehicles the opportunity to rectify the problem during the Term of Hire and ensure the problem does not escalate. Hanson Rental Vehicles does not accept liability for any claims submitted after this period.

i) The Hirer must ensure that a copy of this Agreement is kept in the Vehicle throughout the Term of Hire and produced without delay for inspection on demand by an enforcement officer.

j) 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 not Hanson Rental Vehicles.

k) It is the Hirer's responsibility to be aware of and act in compliance with all the New Zealand Transport Agency rules and regulations.

l) The Hirer shall not use or permit the Vehicle to be used for the transport of passengers for hire or reward, unless the Vehicle is hired with the knowledge of Hanson Rental Vehicles for use in a passenger service licensed under Part 4A of the Transport Service Licensing Act.

m) The Hirer shall not:

(i) Drive or use the Vehicle (or permit the Vehicle to be driven or used) otherwise than in a prudent and cautious manner. For the purposes of these terms and conditions, a single vehicle rollover shall be considered a breach of this clause 6(i)(i);

(ii) Sublet or hire the Vehicle to any other person;

(iii) Permit the Vehicle to be operated outside the Hirers authority;

(iv) Operate the Vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, 57AA, 57A or 58 of the Land Transport Act 1998 ("Act").

(v) Operate the Vehicle, or permit it to be operated in any race, speed test, rally or contest;

(vi) Operate the Vehicle or permit it to be operated in breach of the Act, Transport Act 1962, Land Transport (Road User) Rule 2004 or any other Act, regulations or bylaws including New Zealand Transport Agency rules relating to road traffic;

(vii) Operate the Vehicle or permit it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Vehicle;

(viii) Drive or permit the Vehicle to be driven by any other person that is not the holder of a current driver's licence appropriate for the Vehicle;

n) The Hirer must ensure that no persons interfere with the odometer or speedometer, or (except in an emergency) any part of the engine, transmission, and braking and/or suspension systems of the Vehicle.

o) The Hirer must ensure that snow chains are fitted correctly, so as not to cause damage to the Vehicle, person or property, when required due to the road conditions during the winter season

7. PAYMENT BY HIRER

a) Upon collection of the Vehicle, the Hirer must pay Hanson Rental Vehicles in full the fees, excess amount/bond and any other amounts specified in the Rental Agreement and present a credit card in the Hirer's name that is acceptable to Hanson Rental Vehicles for payment of such amounts. Subject to the terms and conditions of this Agreement, the Hirer agrees to pay on demand any additional fees and costs that are incurred by the Hirer or are payable to Hanson Rental Vehicles in connection with the hire of the Vehicle by the Hirer including parking charges and fines, toll road charges, speeding and other traffic offense fines, late return fees, relocation fees, and cleaning fees.

In addition, the Hirer authorises Hanson Rental Vehicles to debit the Hirer's credit card for those additional costs which become apparent following the Term of Hire.

b) The Hirer must pay for all fuel (but not oil) used in the Vehicle during the Term of Hire.

c) The following credit cards will be accepted: Visa, MasterCard, American Express & Farmlands

d) Some banks and credit card providers may impose fees for certain transactions, including currency conversion fees. Any fees and other charges which may be changed to the Hirer or the Hirer's bank or credit card provider will be the Hirer's sole responsibility.

e) Hanson Rental Vehicles shall be entitled to retain the Hirer's credit card details in accordance with the Payment Card Industry – Data Security Standard and to take any action to recover from the Hirer's credit card all amounts due by the Hirer pursuant to this Agreement, including any amounts due in respect of damage to the Vehicle or property of a third party and all other additional charges as set out in this Agreement and as listed in

clauses 3, 7, 11, 12, 14, 15, 16, 17 and 18; and (ii) Hanson Rental Vehicles may process credit card charges relating to the Rental Agreement up to 6 months after the Term of Hire.

8. HIRER'S LIABILITY

a) If multiple persons are described as the Hirer in the Rental Agreement, each person is jointly and severally responsible for all fees, charges and other obligations pursuant to this Agreement.

b) Subject to clause 8(e), the Hirer is liable to Hanson Rental Vehicles

for and indemnifies Hanson Rental Vehicles against:

(i) Any loss of, or damage to, the Vehicle (including any accessories); (ii) Any consequential damage, loss or costs incurred by Hanson Rental Vehicles, including salvage costs, loss of ability to re-hire and loss of revenue; and (iii) Any loss of, or damage to, Vehicles and property of third parties, arising from the use or misuse of the Vehicle by the Hirer, any Authorised Drivers, person whom the Hirer permits or allows to drive the Vehicle, invitee of the Hirer or passengers in the Vehicle during the Term of Hire, to the extent that such loss, damage or costs have been caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle, provided that the Hirer's liability may be reduced to the amount of the relevant Excess Reduction Cover in respect of an incident subject to the terms and conditions of this Agreement.

c) Subject to clause 8(e), the Hirer agrees to release and indemnify Hanson Rental Vehicles from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer may suffer or incur or become liable for as a result of any use of the Vehicle in breach of this Agreement, any reckless or negligent act, error or omission of the Hirer, any Authorised Driver, invitee of the Hirer or passenger in the Vehicle or any misuse of the Vehicle by the Hirer during the Term of Hire.

9. EXCESS REDUCTION OPTIONS

The Hirer may choose the options for excess reduction cover coverage of the Vehicle. But Hanson Rental Vehicles has the right to refuse any such reduction.

10. EXCESS REDUCTION COVER

All Excess Reduction Options are subject to the provisions and exclusions set out below:

a) The Hirer may purchase and pay the daily rental rate for one of the Excess Reduction Options to reduce the Standard Excess payable by the Hirer under Hanson Rental Vehicles cover

b) Subject to clause 11, the Hirer's liability is covered by the relevant Excess Reduction Cover selected up to a maximum of \$1,000,000.

c) The Hirer's liability for damage applies in respect of each separate accident, incident or new damage, not each rental.

d) This clause 10 does not apply if the Hirer rejects Excess Reduction Cover. If the Hirer elects not to use Excess Reduction Cover, the excess payable by the Hirer is the Standard Excess as per the Rental Agreement and is payable for each and every event involving the Vehicle.

11. EXCESS REDUCTION EXCLUSIONS

Excess Reduction Cover does not apply in the following events or in respect of the following fees, damages, expenses and/or costs and the Hirer will be fully liable for all fees, damages, expenses and/or costs as specified and/or which are associated with the relevant event:

a) The driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle.

b) The Vehicle is in an unsafe or un-roadworthy condition that arose during the Term of Hire and such condition has caused or contributed to the damage or loss, and the Hirer or driver of the Vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle.

c) The Vehicle is driven by any person not identified as an Authorised Driver in the Rental Agreement.

d) The Vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded fords, salt water or on beaches, driving through low plain flooded areas or if there was a reasonably foreseeable risk of the Vehicle's submersion in water (for example, while parked in a below ground parking garage).

e) The Vehicle is used in any off road conditions. Off road conditions include: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads to recognised commercial campgrounds.

f) The Vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone (High).

g) The use of roof racks and snow chains on the Vehicle where such roof racks or snow chains have not been hired through Hanson Rental Vehicles

h) The Vehicle including its accessories and spare parts is damaged as a result of incorrect fitting

i) The Vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted by the relevant local authority, Transit New Zealand, NZ Police or the relevant ski resort

j) The costs to replace keys which have been lost, broken or damaged, the cost of retrieval of keys which have been locked inside a Vehicle.

k) All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior and accessories caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle.

l) Excess Reduction Cover does not cover any theft or attempted theft of the Vehicle or its contents resulting in damage where reasonable precautions were not taken to protect against that theft or attempted theft.

m) Hanson Rental Vehicles recommends the Hirer does not leave valuables in the Vehicle and strongly recommends that the Hirer ensures they take out the highest level of travel insurance as there is no cover for loss of or damage to personal belongings.

n) All damage and costs caused by or in connection with reckless conduct or wilful misconduct of the Hirer or an Authorised Driver or any invitee of the Hirer or passenger in the Vehicle.

o) If the Vehicle is wilfully or recklessly damaged or is lost as the result of the wilful or reckless actions of the Hirer or an Authorised Driver or any invitee of the Hirer or passenger in the Vehicle (Note: wilful or reckless damage includes fire, any punctures or damage to tyres or rims caused by or contributed to by the Hirer, any Authorised Driver, any person the Hirer permits or allows to drive the Vehicle, any invitee of the Hirer or any passenger in the Vehicle, burning out a clutch and any damage arising from using the Vehicle to propel any other vehicle).

p) void

q) void

Any costs associated with the incorrect use of fuel or the use of: (a) fuel (fuel being diesel, LPG or petrol); (b) the use of Bio-Diesel which should not be used; or an other contamination of fuel or water of the Vehicle.

r) The cost to retrieve or recover a Vehicle back to road level, which may include, but is not limited to a Vehicle that has become bogged,

submerged, caught, trapped, stuck or restricted in anyway.

s) If the Vehicle is involved in a single vehicle rollover or the roof of the Vehicle is damaged as a result of any single vehicle incident or accident, regardless of any Excess Reduction Cover chosen by the Hirer, the Hirer must pay Hanson Rental Vehicles and is responsible to Hanson Rental Vehicles for all costs and damages arising in respect of such rollover, incident or accident. The Hirer's liability under this clause is limited to an amount of \$5,000. For the purposes of these terms and conditions a single vehicle "rollover" includes any incident or accident where the Vehicle has rolled, tipped or fallen over and this has caused damage to the Vehicle, including to the roof and/or sides of the Vehicle.

t) The Vehicle is operated in any race, speed test, rally or contest or the Vehicle is used for the purpose of reward (for example, as a taxi or courier vehicle) or the Vehicles is used in any driver license test.

u) The Vehicle is driven by any person who at the time when that person drives the Vehicle is disqualified from holding or has never held a driver's licence appropriate for that Vehicle or such person is not legally entitled to drive the Vehicle in New Zealand.

v) The Vehicle is operated on any of the following roads: Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hutt Road (Mt Cook) or

w) The Vehicle is operated outside the Term of Hire or any agreed extension of that term.

x) If a driver of the Vehicle is convicted of any driving offence under New Zealand law where the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in New Zealand.

y) If the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications.

12. BOND

a) The Bond is payable by credit card, Cash or Eftpos. Please note the relevant amount will be payable upon collection. Subject to (b) below, the Bond is fully refundable provided the Vehicle is returned on time on the Return Date and to the Return Point, undamaged with a clean interior and with a full fuel tank.

b) The Hirer authorises Hanson Rental Vehicles to deduct from the Bond any amounts due by the Hirer to Hanson Rental Vehicles arising as a result of this Agreement, including the amount of any damage, the charges as set out in this Agreement and as listed in clauses 3, 7, 12, 14, 15, 16, 17 and 18. Hanson Rental Vehicles will give the Hirer notice, by contacting them at the email address specified in the Rental Agreement, of the deduction of such amounts.

c) Hanson Rental Vehicles reserves the right to retain all or part of the Bond for such period as Hanson Rental Vehicles may determine after the Term of Hire to cover the cost of un-notified damage, infringements or damage to third parties or their property. Once a refund is processed by Hanson Rental Vehicles, it may take five or more business days for the funds to become available.

d) In the event of an Excess Reduction Cover claim, to allow Hanson Rental Vehicles to determine who is at fault, the Bond may be retained by Hanson Rental Vehicles irrespective of who is at fault and such amount must be paid to Hanson Rental Vehicles at the time the accident report is completed and not at the expiry of the Term of Hire. The Bond will be refunded only if Hanson Rental Vehicles is successful in recovering the complete cost of the damages from the third party. If Hanson Rental Vehicles is not successful in recovering the complete cost of the damages from the third party Hanson Rental Vehicles may retain all or part of the Bond being in respect of such amount of damages that Hanson Rental Vehicles was not able to recover from the third party The Hirer acknowledges that third party claims can take many months to resolve.

e) Insurance is not compulsory in New Zealand so there is no guarantee that these damages will be recovered, therefore where a third party causes damage, the Hirer is liable for damages as specified in their Rental Agreement and if Hanson Rental Vehicles is not able to recover from the third party the amount of the damages the Bond may not be refunded to the Hirer.

f) For the purposes of this clause 12, 'damage' includes any and all damage to third party property (including vehicle(s)), damage to the Vehicle including tyres and windscreens, towing and recovery costs, theft, fire, break-in or vandalism costs

g) Where the Vehicle has been returned during or outside office hours and the Vehicle has undiscovered damage to the windscreen or body that has not been reported or is not covered by the Hirer's chosen excess reduction cover, the Hirer will be contacted summarising the cost of repairs and charged for such repairs.

13. Hanson Rental Vehicles LIABILITY AND OBLIGATIONS

a) Hanson Rental Vehicles shall hire the Vehicle and supply any services pursuant to this Agreement: Only on the terms and conditions expressly set out in this Agreement; and

b) Hanson Rental Vehicles is not liable for any loss to the extent that it is caused by the Hirer (for example, through the Hirer's negligence or breach of contract and/or the occurrence of any of the events in clause 11).

c) Hanson Rental Vehicles is not liable for any loss to the extent that it results from the Hirer's failure to take reasonable steps to avoid or minimise the Hirer's loss.

d) Hanson Rental Vehicles is not liable for any loss caused by Hanson Rental Vehicles failing to comply with its obligations in relation to the hire of the Vehicle or provision of any services where such loss is caused by events outside its reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).

e) This clause 13 will survive termination of this Agreement.

14. ADDITIONAL HIRE COSTS

a) Subject to approval by Hanson Rental Vehicles, one-way rentals are available between all branch locations. A one-way fee will apply and will be quoted at the time of booking

b) Baby seats, roof racks and snow chains can be requested at the time of reservation at a cost to the hire per rental. All items are subject to availability.

c) When returning Vehicles after hours please note that Vehicles must be returned to the branches, or our airport terminal car parks as directed. The Vehicle also remains the responsibility of the Hirer until such time as Hanson Rental Vehicles takes back possession of the Vehicle during standard operational hours.

d) A \$19 premium location fee applies for all bookings collecting from and/or dropped off at Dunedin Airport

e) A Road User Tax applies to all diesel vehicles (and some petrol vehicles) in New Zealand. The tax will be calculated and charged upon

return of the Vehicle hire based on the kilometres travelled during the hire. Hanson Rental Vehicles reserves the right to amend the Road User Tax upon Government intervention.

h) After Hours pickups are available on request only. Fees may apply for After Hours pickups For all After Hours pickups a Rental Agreement (including copies of all drivers' licences) must be completed and returned to Hanson Rental Vehicles at least 48 hours prior to travel.

i) GPS - (SATELLITE NAVIGATION UNIT)

(i) The Hirer will return the GPS device and is liable for misplacing or damaging the GPS unit, mount, charger and carry case to a maximum charge of \$500.

(ii) Hanson Rental Vehicles is not responsible for any harm, damage, loss, theft, or misadventure that occurs as a result of the use or misuse of the GPS unit.

15. TOLL NOTICES AND INFRINGEMENT FEES

a) The Hirer is liable for all infringement notices received in respect of offences committed during the Term of Hire, including in connection with any fines or charges for traffic offences and speeding offences, any failure to comply with directions given by a traffic signal, any toll offences, any parking offences.

b) In the event that Hanson Rental Vehicles receives notice of an infringement and/or fine, Hanson Rental Vehicles may (in its absolute discretion) itself, or Hanson Rental Vehicles may transfer that infringement and/or fine into the Hirer's name and charge the Hirer an administration fee for each infringement incurred of \$30 for costs associated with the process; or Debit the Hirer's credit card for the amount of the infringement and/ or fine and charge the Hirer an administration fee for each infringement or fine processed at a rate of \$30 per infringement or fine being in respect of costs associated with the process.

c) The Hirer is hereby notified that, if Hanson Rental Vehicles (itself or by its appointed subcontractor) proposes to debit the Hirer's credit card for an infringement and/or fine:

(i) Hanson Rental Vehicles will send (or have sent) to the Hirer, including by email to the address set out in the Rental Agreement, a copy of the relevant infringement or fine notice and any reminder notice as soon as practicable after it is received by Hanson Rental Vehicles;

16. MECHANICAL REPAIRS, ACCIDENTS AND EQUIPMENT FAILURE

a) If there is an accident, equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Hirer must notify Hanson Rental Vehicles as soon as practicable and in any event within 24 hours from the time the Hirer has knowledge of the defect or failure in order to give Hanson Rental Vehicles the opportunity to rectify the problem during the Term of Hire. Please call Hanson Rental Vehicles on telephone on Toll Free 0508 123 7843 (+64 3 4536576).

b) Hanson Rental Vehicles reserves the right not to accept liability for any claims submitted after the period specified in clause 16(a) unless the Hirer is able to give a reasonable excuse (in the absolute discretion of Hanson Rental Vehicles) as to the failure to provide notice within such period.

c) All vehicles are registered with the Automobile Association (AA) for 24 hour roadside assistance. Phone AA Toll-Free 0800 25 22 23 ID# 9252534.

This service covers all Mechanical and Non-Mechanical breakdowns. All Mechanical breakdowns are covered by Hanson Rental Vehicles relevant Roadside Assistance program and include the following: Engine faults, Electrical faults, Cooling system, Vehicle recovery All Non-Mechanical breakdowns are subject to the relevant call out fees being charged by the AA directly to the Hirer and are not covered by Excess Reduction Cover and include but are not limited to the following:

Out of fuel / incorrect fuelling of the Vehicle.
Wheels and tyres. Keys being lost, broken or locked inside the vehicle.
Flat batteries. A breakdown as a result of damage caused in an accident, including salvage.

The AA service operates 24 hours, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.

d) In the event of any accident or incident involving the Vehicle, the Hirer must:

(i) Notify Hanson Rental Vehicles of the full circumstances as soon as practicable and in any event within 24 hours from the time of the accident or incident;

(ii) Notify the appropriate New Zealand Emergency Services (Police, Ambulance, Fire) by calling '111' if the accident or incident involves an injury;

(iii) Record full details of all parties, witnesses to, and vehicles involved in, the accident or incident;

(iv) Prepare a written statement of the facts signed by all parties; and

(v) Obtain a copy of any relevant Police report.

e) In the event of an accident or incident involving the Vehicle, the Hirer must not:

(i) Make any admission of liability; or

(ii) Arrange or undertake any repairs or salvage without Hanson Rental Vehicles prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle and/or to other property.

f) The availability of a replacement Vehicle is not guaranteed and is subject to availability, Hirer's location, accident liability and remaining hire duration.

g) Additional Hirer charges may be incurred including as follows: (i) If a replacement Vehicle is required as a result of an accident, the Hirer is responsible for making their own way to the relevant Hanson Rental Vehicles branch or pickup location;

(ii) The Hirer is responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location;

(iii) Provided Hanson Rental Vehicles has complied with clause 16(a), the Hirer must pay for any costs relating to delivery of a replacement Vehicle required as a result of any of the exclusions listed in clause 11. These costs apply irrespective of any Excess Reduction Cover applicable to this Agreement.

(iv) In the event that a replacement vehicle is given due to an accident, any Excess Reduction Cover is not transferable to the replacement vehicle.

h) Without limiting any other provision of this Agreement, in the event of an accident, breakdown or equipment failure, whether or not a replacement Vehicle is available or accessible to the Hirer,

Hanson Rental Vehicles will not be liable for any resulting accommodation or living expenses that are incurred, nor personal expenses for missed activities

i) Any mechanical or towing expenses required for the Vehicle must be authorised by Hanson Rental Vehicles prior to the repairs or towing taking place or permitted in accordance with this clause, otherwise, Hanson Rental Vehicles reserves the right to hold the Hirer liable for such costs.

j) No replacement Vehicle will be provided without receipt of a completed damage claim form. An additional Damage Administration fee of \$75 will be applied for processing each damage claim over \$500.00. This fee applies to all damage claims regardless of whether the Hirer elects to use Excess Reduction Cover or has made their own travel insurance arrangements.

k) If any compensation is approved by Hanson Rental Vehicles due to an accident, breakdown or equipment failure, Hanson Rental Vehicles by agreement may compensate the Hirer the proportionate daily rental rate for the period during which the Vehicle could not be used for its intended purpose. Please note that daily Excess Reduction Cover costs will not be included in any compensation.

17. RETURN OF THE VEHICLE

a) The Hirer shall at or before the expiry of the Term of Hire, deliver the Vehicle (including Vehicle keys) to the Return Location stated in the Rental Agreement, or, subject to these Terms and Conditions, obtain Hanson Rental Vehicles consent to the amendment or continuation of the hire. (Note: No refund is available to the Hirer if the Vehicle is returned earlier than the Return Date stated in the Rental Agreement).

b) In the event of any unauthorised extension to the Return Date, Hanson Rental Vehicles reserves the right to charge the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of up to \$10000.00. In the event of any unauthorised change to the Return Location, Hanson Rental Vehicles reserves the right to charge an additional relocation fee of up to \$2000.00. (c) Hanson Rental Vehicles may charge the Hirer a cleaning fee of up to \$250 if, in the reasonable opinion of Hanson Rental Vehicles, the Vehicle is not returned in a clean and tidy condition.

d) Failure to return the Vehicle with full petrol, diesel and/or LPG tanks will result in a \$20 administration fee in addition to the cost of refilling the fuel.

18. BREACH OF CONTRACT/TERMINATION

The Hirer agrees that Hanson Rental Vehicles shall have the right to refuse any rental and/or terminate the hire and take immediate possession of the Vehicle, without notification to the Hirer, if:

(i) The Hirer fails to comply with any of the material terms and conditions of this Agreement, particularly clause 6;

(ii) The Hirer has obtained the Vehicle through fraud or misrepresentation;

(iii) If the Vehicle is damaged; or

(iv) In the reasonable opinion of Hanson Rental Vehicles and/or the NZ Police the Authorised Driver(s) do not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk. In such event the Hirer will:

(a) not be entitled to a refund of part of the rental charges; and (b) be responsible for the payment of any towing costs to return the Vehicle to the Return Location plus a fee to cover the reasonable costs of Hanson Rental Vehicles in arranging the return of the Vehicle up to a maximum of \$100. The termination of the hire under this clause 18 shall be without prejudice to the other rights of Hanson Rental Vehicles or the Hirer under this Agreement or otherwise as law.

19. GENERAL PROVISIONS

a) Hanson Rental Vehicles makes no warranties or other representations

with respect to the Vehicle or services provided, and any implied warranties or representations are excluded.

b) All charges and expenses payable by the Hirer under this Agreement

are due on demand by Hanson Rental Vehicles including any collection costs and reasonable legal fees incurred by Hanson Rental Vehicles.

c) This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, oral representations, warranties or agreement between the parties relating to the subject matter of this Agreement that have been relied on by the Hirer and Hanson Rental Vehicles will have no liability to the Hirer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Hirer hires the Vehicle in trade.

d) All references to "\$" in this Agreement are to New Zealand dollars and include GST.

e) This Agreement is governed by New Zealand law.

20. DISPUTE RESOLUTION

a) If you have a complaint about Hanson Rental Vehicles or if you have any feedback, our staff at the branch will use all reasonable endeavors to rectify the error or resolve the issue.

b) If your concerns are not resolved to your satisfaction you may make a complaint to Hanson Rental Vehicles Dunedin Office by email or by post. Hanson Rental Vehicles will then refer the matter to management

c) Upon receipt of a Hirer's complaint, Hanson Rental Vehicles will acknowledge receipt of the complaint. Hanson Rental Vehicles will try to resolve a Hirer's complaint at the time it is raised. However, if Hanson Rental Vehicles needs to investigate a Hirer's complaint further, Hanson Rental Vehicles will investigate the matter and will aim to resolve the complaint or inform the Hirer what it is doing to resolve the complaint within 14 days of receipt of the complaint.

d) If Hanson Rental Vehicles is not able to resolve a complaint within the time frames set out above, Hanson Rental Vehicles will contact the Hirer and explain the reason for the delay and give the Hirer a new time frame for resolution

e) If the Hirer is not happy with how the Hirer's complaint has been resolved, the Hirer has a number of options. Hanson Rental Vehicles may escalate the complaint and review the resolution the Hirer was offered. This may involve an escalation to the next level of management. There may be external dispute resolution options available to the Hirer

f) Complaints may be made and/or checked by contacting Hanson Rental Vehicles by any of the following means:

(i) by email: rentals@hanson.net.nz

(ii) by post: Feedback, Hanson Rental Vehicles, 313 Kaikorai Valley Road

Bradford, Dunedin 9011

(iii) by telephone: 0508 123 7843 (+64 3 4536576)