

The Rental Agreement ("Agreement") is an agreement between Driven Rental Vehicles ("DRV") and "You" (being the named hirer, all Authorised Drivers and the Cardholder). "You" agree to the following terms:

1. Rates, Amendments, and Cancellations:

- The term of hire and return location is listed on the agreement. You must comply with this. There are no refunds for early returns.
- Additional products are subject to availability at the time of pick up and are not guaranteed: these include GPS, baby seats, roof racks, snow chains, barrows, blankets, ropes and strops.
- DRV will not make changes to rates or conditions once Your hire has been confirmed unless You request an amendment or change, and You will be advised of any changes at that time.
- If You request to downgrade the vehicle type from the confirmed vehicle You will not be entitled to a refund from DRV.
- All amendments or changes (including extensions of hire) are subject to availability and approval from DRV. Note a credit card surcharge applies to all payments and this will not be refunded.
- You may cancel this Agreement: **Cancellations** made within seven (7) days of commencement of hire will incur the greater of a one-day hire fee or 10% of the total rental. Cancellations made within 48 hours of commencement of hire or no shows will incur a fee of the full hire cost.
- A \$100 (or full hire amount if less) is required at the time of booking and/or following any amendment in order to receive a Confirmation.
- You shall at or before the expiry of the Term of Hire, deliver the vehicle (including vehicle keys) to the Return Location stated in the Agreement, or, subject to these Terms and Conditions, Obtain DRV's consent to the amendment or continuation of the hire.
- In the event of any unauthorised extension to the Return Date, DRV reserves the right to change the current daily rental rate for each day until the vehicle is returned

2. People Who May Drive the Vehicle

- Only people listed on the Agreement as Authorised Drivers may drive the vehicle. These Authorised Drivers must also: be over the age threshold for the category of vehicle hired; comply with this Agreement and comply with the terms of their drivers' licence; hold a valid driver's licence appropriate for the vehicle. Accepted drivers' licences are: Full NZ licence or full overseas licence appropriate for the vehicle.
- If Your licence is not in English, the NZTA requires You to have an English translation of the whole licence including any conditions. The original licence and the translation must be shown to DRV when collecting the vehicle. This translation must be done by an NZTA approved translation service, diplomatic representative at a high commission, embassy or consulate that issued the licence.
- If You would like to add extra Authorised Drivers, you must visit the nearest DRV depot with the driver and licence or email a colour photocopy of both sides of the licence to your collection branch to have the additional driver added to the Agreement. The additional driver must not drive the vehicle until you have confirmation that they have been added to the Agreement.

3. Your Obligations

- You must take all reasonable care when driving and parking the vehicle including locking it when not in use as, subject to clause 6, You are liable to DRV for any loss of, or damage to the vehicle (including spare parts and accessories) arising during the hire excluding fair wear and tear. You are also responsible for any consequential damage or loss or costs including salvage costs, loss of ability to re-hire and loss of revenue and any loss of, or damage to vehicle and property of third parties arising during the hire.
- If a warning light is illuminated or if You think the vehicle needs mechanical attention You must stop driving and contact DRV or NZRA immediately.
- You must return the vehicle:
 - Clean inside & out
 - With a full tank of fuel
- It is Your responsibility to maintain the oil, water, and tyres at the proper level/pressure
- Smoking, vaping, e-cigarettes and animals are not allowed in the vehicle at any time (apart from registered guide dogs or assistance dogs).
- You must only refill the vehicle with the correct fuel type and make sure it is refilled into the correct tank as You are responsible for any contamination of the fuel or water tanks of the vehicle.
- You must always keep a copy of the Agreement accessible through Your Hire.
- It is Your responsibility to pay all infringement fees and costs due in respects to offences committed during the hire including offences for traffic, speeding, parking, freedom camping and tolls.
- You must ensure that the vehicle is not driven in breach of sections 56, 57, or 58 of the Land Transportation Act 1988 ("Act") – these relate to driving under the influence of alcohol or drugs.
- You must not:
 - Offer or try to sell, sublet, hire to any other person or otherwise part with or attempt to part with the possession of the vehicle;
 - Allow the vehicle to be operated outside of Your authority.
- You must not use or allow the vehicle to be used:
 - In any race, speed test, rally or contest;
 - In breach of the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other act, regulation, rule or bylaw relating to road traffic;
 - To transport more passengers or goods than set in the certificate of loading for the vehicle;
 - To transport of passengers for hire or reward unless You get DRV's written permission and You are appropriately licenced under Part 4A of the Act;
 - If at any time of the driving the driver is not the holder of a current driver licence appropriate for the vehicle;
 - In any "off road" conditions or any surface likely to damage the vehicle including fire trails, beaches, sand, tracks, fields or paddocks, including: Ball Hut Road (Mt Cook) or Skippers Canyon Road.
- You acknowledge that if the hire is for a "relocation offer" or "relocation special", You have been advised by DRV that the vehicle may have minor damage and/or certain items may not be functional. These will all be items which do not compromise the safety of the vehicle, You also agree that in such event the maximum liability of DRV to You is the amount paid by You to DRV
- If multiple persons are described as the Hirer in the Agreement, each person is jointly and severally responsible for all fees, charges, and other obligations pursuant to this Agreement.

- You 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 suspensions systems of the vehicle.
- When returning vehicles after hours please note that vehicles must be returned the branch carpark as directed and as listed on the Agreement. You also will remain responsible for the vehicle until such time as DRV can check in the vehicle during standard operating hours.

4. DRV's Obligations

- If the vehicle breaks down during the hire, DRV will recover and repair the vehicle as soon as possible. If the vehicle cannot be repaired, DRV will use its best endeavours to provide a replacement of an equivalent size and standard to the previous vehicle for the remainder of the hire.
- Subject to the provisions of the Fair-Trading Act 1986 and the Consumer Guarantees Act 1993 DRV are only responsible for any direct loss that You suffer because of DRV's breach of the agreement. Unless DRV have breached the specific requirements of these Acts DRV is not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

5. Payment and Additional Charges

- You must pay the fees listed on the Agreement on pick up of the vehicle. All fees and the Bond must be paid by the hirer. Any refunds or reversal can only be made to the same credit/debit card. Non-refundable credit card surcharge fees apply for all payments made to DRV.
- You must pay DRV for any additional charges due by You under this agreement, including any amounts due from damage to the vehicle or property of a third party and infringement/toll offences. DRV (acting reasonably) may deduct any such charges from Your credit card for up to 6 months after the hire.
- You expressly and irrevocably authorise DRV to deduct all charges determined by DRV (acting reasonably) to be payable under this Agreement from Your credit card and such authority will not be revoked without the prior written approval of DRV.
- You agree that in the event of a dispute arising as to whether a charge has been appropriately charged to Your credit card, you will not seek to have the charge on the credit card reversed but will rather contact DRV directly to discuss whether the charge has been applied in error.
- The following are additional charges:

Additional Charges	Reason:	Amount:
Refuelling Fee	Returning vehicle is not full of fuel	Amount refuelled + \$25 admin fee
Unauthorised Drop Off Fee	Vehicle is not returned to the location listed on the Agreement	Up to \$3000.00 retrieval fee + any costs incurred by DRV to retrieve the vehicle or trailer to the closest DRV Depot.
Cleaning Fee	Vehicle is returned dirty OR evidence of smoking, vaping or animals	Up to \$350 cleaning fee
Claims/Damage Admin Fee	Processing paperwork for a claims or damage incident	\$90 payable immediately
Infringement /Toll Admin fee	Processing an infringement into Your name, for traffic or speeding fines, freedom camping fines or local authority infringements received during hire	\$35 per infringement
One Way Fee	When hiring a vehicle and returning it to a different location	As listed on Agreement
KM Charges	Levy based on distance travelled for vehicles	As per rate listed on Agreement
Additional Products	GPS, baby seats, barrows, blankets, ties strops etc. Replacement cost if lost or damaged	As listed on Agreement. Replacement cost of damaged or lost item
NZRA Call Out Fee	For any non-mechanical breakdown (e.g. refuelling, incorrect filling of fuel or water in the vehicle, jumpstarts, tyre related incidents, salvage, lost keys and keys locked in the vehicle)	Actual NZRA fee charged to You
Late Return Fee	Vehicle is returned after the date and time listed in the Agreement	Daily rental rate until the vehicle is returned + actual costs and losses suffered by DRV in relation to the failure to return the vehicle on time
Damage/Repair Costs	Vehicle or third-party property is damaged during hire where no excess reduction option applies	Actual damage or repair costs to the vehicle or third-party property and the daily rental rate for the vehicle while the vehicle is unavailable for hire by DRV due to repair

The Rental Agreement ("Agreement") is an agreement between Driven Rental Vehicles ("DRV") and "You" (being the named hirer, all Authorised Drivers and the Cardholder). "You" agree to the following terms:

6. Excess Reduction & Exclusions:

- a) The vehicle is insured by DRV under a comprehensive policy of motor vehicle from a licensed insurance company. If the vehicle is damaged or causes any damage You must contact DRV at once and only deal with DRV.
- b) Subject to exclusions in (f) below, your "Excess" (the amount You must contribute towards the cost or repair of the vehicle) if the vehicle is involved in an accident or is damaged while on hire is \$3000.00 unless specified in page one of the hire agreement.
- c) You may also make Your own insurance arrangements provided that these are approved by DRV. You will have to pay a Bond to DRV if You select to use Your own insurance. Your Excess applies in respect of each separate accident, incident or new damage, not each rental.
- d) If DRV provides You with a replacement vehicle after an accident, any excess reduction paid for is not transferable to the replacement vehicle.
- e) DRV will deduct the Excess from the Bond held by DRV or deduct the Excess from the credit card details held (if DRV does not hold a Bond in relation to Your hire)
- f) You may choose the options for excess reduction cover coverage of the Vehicle. But DRV has the right to refuse any such reduction.
- g) **Important: DRV is not providing insurance services to You. DRV offers excess reduction options to You subject to the provisions and exclusions set out below and NONE of the excess reduction options apply in the following events and You must pay for the full amount of the costs and damage if:**
 - I. The driver is under the influence of alcohol or any drug that affects their ability to drive the vehicle.
 - II. The vehicle is driven by someone not authorised on the Agreement or not legally entitled to drive the vehicle in New Zealand.
 - III. The vehicle has water damage due to crossing a lake, river, creek, salt water beaches, or in low plain flooded areas.
 - IV. The vehicle was used in "off-roading" conditions including fire trails, beaches, sand, tracks, fields or paddocks, including the following locations/roads: Ball Hut Road (Mt Cook) or Skippers Canyon Road.
 - V. The vehicle has been refilled with the incorrect fuel or any other incorrect contamination of the fuel or water tanks of the vehicle has occurred.
 - VI. The vehicle has any roof damage. You will have to pay for costs to repair the damage of up to \$10,000.
 - VII. The vehicle has a single vehicle roll over, which is where the vehicle has rolled or tipped on its side or one or more of its wheels have left the ground and which did not involve a collision with another vehicle. You will have to pay for costs.
 - VIII. The vehicle is in an unsafe or unworthy road condition that began during Your hire and caused or contributed to the damage or loss, and You were aware or should have been aware of the unsafe or unworthy condition of the vehicle (including if a warning sensor/light appears in a red zone or if You drive with the handbrake on)
 - IX. The costs to get the vehicle back to road level where the vehicle has become bogged, submerged, trapped, restricted or stuck in anyway.
 - X. The driver is fined or convicted of any driving offence under New Zealand law.
 - XI. 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.
 - XII. All costs due to breakages. Loss, theft, or defacement of the vehicle caused by or contributed to by You or any other person You permit or allow in the vehicle.
 - XIII. You have breached clauses 2 & 3 of the Agreement.
 - XIV. If the vehicle is loaded or is being loaded in excess of the manufacturer's specifications.

7. Bond

- a) You must pay a Bond to DRV as security during the hire. This can be taken as a credit card authorisation or paid by EFTPOS/cash. Your Authorisation will be discharged, or EFTPOS/cash bond refunded at the end of the hire by DRV (subject to no damage or claims, and minus any outstanding fees owed). Depending on Your bank it may take between 5 to 30 working days for the Bond to be released to You.
- b) DRV may deduct from the bond any amounts due by You to DRV arising because of this Agreement, including the amount of any damage under clause 3(a) and any charges as set out in this Agreement. DRV will give you prior notice by contacting you by email of the deduction of such amounts.
- c) DRV may keep all or part of the Bond for such period as DRV may determine (acting reasonably) after the hire to cover the cost of un-notified damage or damage to third parties or their property. In the event the actual costs and damages are less than the Bond DRV will refund You such amounts.

8. Termination

- a) DRV may refuse any rental and/or cancel the Agreement and take immediate possession of the vehicle if You have breached clauses 2 or 3 of the Agreement; OR if in the reasonable opinion of DRV or the NZ Police an Authorised Driver does not have sufficient skill or experience to operate the vehicle in a safe manner or the safety of any person or the vehicle is at risk.
- b) Cancellation of the Agreement under clause 8(a) is without prejudice to the rights of DRV and the obligations of You under the Agreement or otherwise and You will remain liable for all hire fees and the additional charges payable under this Agreement.

9. Mechanical repairs and Accidents.

- a) If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of fault, You must call DRV on 0508 123 7483 as soon as possible within 24 hours so DRV can investigate the problem and help You. You may have to pay an international calling fee if You are calling from an international number.
- b) Do not arrange or undertake any repairs or salvage without DRV's permission except if necessary to stop further damage to the vehicle or other property.
- c) 24-hour roadside assistance is also provided by NZRA on 0508 697 693. This service is free for all mechanical faults, but fees and charges apply for all other non-mechanical breakdowns, faults or driver induced errors. For non-mechanical breakdowns You must pay the fees and charges directly to NZRA or DRV.
- d) Following an accident involving the vehicle You must: (a) if necessary advise NZ Emergency Services by calling '111' or if Police did not attend, call into the nearest Police station to report the incident and get a copy of the Police report; (b) record full details of all parties, witnesses to, and vehicles involved in the accident; (c) if possible, take photos of the accident site and damaged vehicles and prepare a written statement of the facts; (d) not make any admission of liability; and (e) notify DRV and complete DRV damage claim form.
- e) DRV (acting reasonably) will investigate the accident or incident within 7 days of notification or discovery of the damage to determine if You were at fault and if any of the exclusions in clause 6 apply. DRV may also require a post-accident safety stand down period to enable DRV to investigate the cause of the accident. Note that if DRV receives further information after this 7-day period it may be necessary for DRV to reopen the investigation. DRV will also immediately deduct the Bond (if not already held by DRV) from Your credit card to cover the costs of repair. The Bond will be refunded to You upon (i) the determination by DRV (acting reasonably) of the amount that You were at fault in relation to the damage; or (ii) once the actual costs to repair the damage are known if it is less than the Bond amount.
- f) If any of the exclusions in clause 6 apply and the vehicle is in an accident or damaged during the hire, You must pay for the actual costs and DRV (acting reasonably) may immediately deduct the actual costs from the Bond or Your credit card to cover the costs. These amounts will only be refunded to You upon: (i) the determination by DRV (acting reasonably) that You were at fault; or (ii) the determination of DRV (acting reasonably) of the amount that You were at fault in relation to the damage; or (iii) once the actual repair costs are known if it is less than the amount paid by You.
- g) If a vehicle requires repair or replacement the decision to supply another vehicle to You is at DRV's sole discretion. You are responsible for all transportation costs to collect any replacement and for any accommodation/living expenses that are incurred. DRV will only be responsible for costs and expenses if such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this Agreement by or the negligent act, error or omission of DRV. If DRV decide not to supply another vehicle to You, You will not be entitled to any refund for the remaining part of the rental.
- h) DRV may not accept liability for any claims notified after the period listed in clause 9(a) unless You can give reasonable cause (in the absolute discretion of DRV) as to the failure to provide notice within such period.

10. General Provisions

- a) DRV retains the title to the vehicle always.
- b) All charges and expenses payable by You under this Agreement are due on demand by DRV including any collection costs incurred by DRV.
- c) This Agreement is the entire Agreement between us and there are no other representations, warranties or Agreements between the parties that have been relied on by You.
- d) All Your rights set out in this Agreement are in addition to Your rights under NZ consumer protection laws. Such rights are not excluded, restricted or modified by operation of this Agreement. Please contact us if You have any questions about this Agreement.
- e) If any provision of this Agreement is, or becomes unenforceable, invalid or illegal for any reason it will be deemed to be severed from the Agreement without affecting the validity of the remainder of the Agreement and will not affect the enforceability, validity or legality of the remaining provisions.
- f) This Agreement is governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.
- g) The term of the hire in respect to the vehicle shall commence at the time and date specified in the Agreement and shall cease at the time and date specified in the Agreement. All charges are calculated on a 24-hour basis. Unless otherwise stated.
- h) On the return date, the first hour late is free; after the first hour late a full day (24-hours) hire applies.
- i) Minimum rental periods are subject to change, and any such change will be notified to the You prior to confirmation and once confirmation has been received by You, DRV may not alter the minimum rental period for that booking.

Privacy

DRV will collect personal information about You and the Authorised Drivers as part of the rental process. DRV may not be able to perform this agreement if all the information requested is not provided. You agree DRV may collect, use and disclose Your personal information (including but not limited to the location, usage, and servicing of the vehicle, speed, distance travelled, locations visited) through GPS tracking and diagnostics and other electronic tools. You have rights of access to and correction of Your personal information. Please contact us at Bookings@drivenrentals.co.nz if You have any concerns. Your personal information may also be disclosed to the police and local authorities for infringement processing and insurance companies and to other hire operators for promoting safe driving in New Zealand when in DRV's reasonable opinion the safety of any person or the vehicle is at risk.

Feedback

Driven Rental Vehicles welcomes all feedback about your Driven Rental Vehicles experience. Please send all feedback to bookings@drivenrentals.co.nz or call 0508 123 7483.