

AGREEMENT TO HIRE RENTAL VEHICLE

Overview of Agreement

1. This rental vehicle agreement (“Agreement”) is made between the rental service operator (“Trekker Adventures Limited”) and the hirer and / or persons named as drivers in Schedule 1 (“Hirer”).

Vehicle description and term of hire

2. Trekker Adventures will let, and the Hirer will take, the motor vehicle (“Vehicle”) for the term of hire as described in Schedule 1 of this Agreement.

3. Bookings will only be confirmed once the Fee is paid by the Hirer. If the vehicle booked by the hirer is unavailable, Trekker Adventures has the right to substitute with an alternative vehicle as close a substitute as possible. In this event, Trekker Adventures will refund the Hirer the difference, if any, between the Fee for the booked item and the Vehicle provided.

Persons who may drive the Vehicle

4. The Vehicle may only be driven –

a. by person(s) named in Schedule 1 of this Agreement; and b. by persons who hold a valid and current overseas or NZ full driver licence (with English translation if required) that is appropriate for the class of Vehicle; and c. within the conditions of the Hirer’s licence. The licence details must be recorded in Schedule 1 alongside each person’s name and address.

Payments by Hirer

5. The Hirer must pay Trekker Adventures for the hire of the Vehicle the sum or sums specified in Schedule 1 of this Agreement (the “Fee”). A holding deposit of 75% of the total booking is applicable on all bookings, this deposit is deducted from the total Fee payable at time of picking up the vehicle if the booking is canceled, the holding deposit will not be refunded. The Fee includes GST.

6. In addition to the payment specified in clause 5 / Schedule 1, the Hirer acknowledges that s/he will be liable to pay Trekker Adventures any applicable additional charges. These may include but are not limited to charges for fuel, Road User Charges (“RUC”), late return, damage to or repair of the Vehicle (subject to the other terms of this Agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees and the administration costs relating to these fines and fees, and toll charges. Trekker Adventures is entitled to deduct any such

charges from the Hirer's credit card or from the Bond either during or after the term of hire is completed.

Use of the Vehicle

7. The Hirer must not:

a. use or allow the Vehicle to be used for the transport of passengers for hire or

reward; b. sublet or hire the Vehicle to any other person; c. allow the Vehicle to be used or dealt with in any way outside his/her authority; d. operate the Vehicle or allow it to be operated in circumstances that constitute a

breach of any legislation, regulation, rule, or bylaw, in particular but not limited to the Land Transport Act 1998 and the Freedom Camping Act 2011; e. operate the Vehicle or allow it to be operated in any race, speed test, rally,

competition, or contest; f. drive or allow the Vehicle to be driven in breach of any clause of this Agreement;

or g. allow anyone other than those named as drivers in Schedule 1 to drive the Vehicle.

Gentle offroading only

8. The Hirer acknowledges he/she is driving a vehicle that is not owned by them. This

means the Hirer and named drivers must take special care to ensure no harm comes to the Vehicle, any property, or any persons. To ensure this, the Vehicle may only be driven on either sealed or gravel roads, groomed trails, in easy driving areas, and not in rough terrain. "Gentle OffRoothing" is permitted in the Vehicle if it is done in such a way and in such a location that there is no risk of damage to the Vehicle or Accessories, including any risk of vehicle becoming stuck.

9. The Vehicle may not be partially or fully submerged in water, driven into salt water, or through a flooded area. Moderate or rough offroading, including where the Vehicle is strained in any way, is not permitted, and this includes but is not limited to driving on rough or undulating surfaces, over obstacles including tree branches, on beaches, over creeks, fords, or river beds, and includes dune bashing, mudding, rock crawling, and rock racing. If the Vehicle comes into contact with salt water, Trekker Adventures must be informed at the end of the hire term.

10. Trekker Adventures may restrict Vehicle movements in certain areas due to adverse

road or weather conditions, and/or the distance to nominated destinations in relation to the length of the Hire Period. Trekker Adventures may advise the Hirer on pickup if it is aware of any travel restrictions known at that time however the obligation to ensure this Agreement is complied with is solely the Hirer's and he/she must satisfy him/herself it is

adhered to at all times by all drivers. The Hirer must monitor weather and road conditions once the Hire Period has started and obey any instructions or warnings to do with road closures from authorities and governing bodies.

Hirer's acknowledgement and obligations

11. The Hirer acknowledges that the Vehicle remains the property of Trekker Adventures

notwithstanding the delivery of the Vehicle to the Hirer's possession and use of the Vehicle. The Hirer must not without Trekker Adventures' prior written consent agree, or attempt, or purport to agree to sell, assign, sublet, lend, pledge, mortgage, let on hire, grant a security interest in or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle or any part of the Vehicle.

12. The Hirer must comply with this Agreement, the Trekker Instruction Manual and any information provided by Trekker Adventures including information contained inside the Vehicle.

13. The Hirer must ensure that:

a. he/she uses best endeavours to ensure that the Vehicle is operated in a prudent

and cautious manner; b. he/she uses best endeavours when driving and parking the Vehicle to ensure no

damage to the Vehicle or injury to any person arises; c. he/she has satisfied themselves that the route it will take and driving undertaken

during the term of hire is safe and will not cause damage to the Vehicle or harm to any person; d. the water in the Vehicle's radiator and battery are maintained at the proper level; e. the oil in the Vehicle is maintained at the proper level; f. the tyres are maintained at their proper pressure; g. he/she acts in a security conscious manner (including making sure all valuables are out of sight) and ensures the Vehicle is visible to the Hirer at all times so the roof tent and Accessories are secure and not at risk of theft or damage. The Vehicle and Accessories must be locked and secure at all times during the hire period; h. no part of the Vehicle or Accessories are altered, modified, tampered with, damaged or repaired without Trekker Adventures' prior written consent; i. should a warning light be illuminated or the Hirer reasonably believes the Vehicle

requires mechanical attention, they stop driving and advise Trekker Adventures immediately; j. the correct type of fuel is used as indicated in Schedule 1 and the Vehicle is

returned with a full tank of fuel; k. the Vehicle is not used to tow anything unless the prior approval of Trekker

Adventures is given; l. no one smokes inside the vehicle, tent or annex;

m. no copies of the key for the Vehicle are made and all keys are returned at the end of the period of hire; n. good care is taken of the Vehicle Accessories and ensure they are not damaged and all are returned in the condition they were in at the outset of the hire period; o. no driver of the Vehicle is under the influence of any intoxicating substance, drug or alcohol, or drives while fatigued; p. the Vehicle is kept in a safe and roadworthy condition throughout the hire; q. the Vehicle is not driven in any race, speed test, rally, hill climbing, contest or competition; r. the Vehicle is not driven outside the Insurance Policy's description of use; s. the Hirer or named driver(s) do not operate the Vehicle or allow it to be operated in circumstances that constitute a breach of any legislation, regulation, rule, or bylaw in particular but not limited to the Land Transport Act 1998 and the Freedom Camping Act 2011; t. the vehicle is driven in a manner that does not pose a danger to the lives and/or property of any other person and is not driven carelessly or recklessly, or in such a way or in a location that could cause it damage; u. the Vehicle is not operated beyond the term of this Agreement or any agreed extension of the term without Trekker Adventures' permission; v. all drivers are aware of the height of the Vehicle and tent and ensure no damage is caused by hitting an inanimate object by virtue of insufficient clearance (clearance for Vehicle set out in Schedule 1); w. fitting of ski/snowboard racks, bike racks or any other item carried on the vehicle, such as a surfboard or bicycle does not take place; x. any costs incurred by Trekker Adventures in recovering outstanding charges or fees owed to it, plus interest accruing at 15% per annum are payable by the Hirer in accordance with this Agreement y. no pets or animals enter the Vehicle or tent/annex z. the Vehicle is not taken out of New Zealand.

Trekker Adventure's obligations

14. Trekker Adventures will supply the Vehicle in a safe and road worthy condition and will comply with the obligations upon it set out in this Agreement

Mechanical repairs and accidents

15. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer must notify Trekker Adventures of the full circumstances immediately. The Hirer must not admit liability in relation to the matter and must obtain names and addresses of all those involved. We differentiate between mechanical faults and driver related faults i.e. lost keys, flat batteries, lock outs, out of

gas, etc. For driver related break downs; the driver is charged a call out fee of either \$90.00 or \$165.00 depending the location and time of call out.

16. The Hirer must not arrange or undertake any repairs or salvage without Trekker

Adventures' authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle, to other property, or to prevent injury to a person.

17. Trekker Adventures is not responsible for any consequential expenses or additional

costs incurred in hiring alternative vehicles, late arrival, missed ferries, accommodation, travel expenses or any third party claims in connection with a breakdown or accident.

Return of Vehicle

18. The Hirer must, at or before the expiry of the term of hire, deliver the Vehicle to the place

set out in Schedule 1 of this Agreement, or obtain Trekker Adventures' express consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause 18, the Hirer will be liable for additional charges for the late return of the Vehicle which run at \$400 per half day in addition to being liable for the full daily rate (the Fee divided by the number of days hired) for any time over/past the hire period.

19. The Hirer will receive the Vehicle at the start of the hire period with a full tank of fuel.

The Hirer is responsible for paying for fuel during the hire period and returning the Vehicle with a full tank of fuel if specified in Schedule 1. If contrary to Schedule 1 the Vehicle is not returned with a full tank of fuel, the Hirer agrees Trekker Adventures may deduct the sum required to fill the tank from the Bond or the Hirer's credit card, plus pay an administration fee of \$50.

20. At the commencement of the Hire, and as set out in Schedule 1, the Hirer may opt to pay

a \$40 cleaning fee. The payment of this fee means the Hirer is not required to clean the inside/outside of the vehicle upon its return.

21. If the Hirer opts not to pay this fee then the Vehicle must be returned in a clean

condition. This means all rubbish must be removed, and mud/dirt must be cleaned from inside and outside of the Vehicle. Note, the Vehicle must not be taken through a car wash and the Vehicle must be cleaned by hand. Also, the rooftop tent/annex(es) must be clean and completely dry before being folded away. If the Hirer has not opted to pay the \$40 cleaning fee and the Vehicle is not returned in a clean and odour free condition and free of mud/dirt, Trekker Adventures reserves the right to retain a \$400 soiling fee from the Bond or otherwise deduct it from the Hirer.

22. The Hirer must not change the dropoff destination from that specified in the Schedule 1

unless the Hirer has first obtained express authorisation from Trekker Adventures. Irrespective of the reason for the change in dropoff destination, an additional fee of up to \$1000 plus any costs required to relocate the vehicle to the original agreed drop off location may be charged by Trekker Adventures, in the amount notified to the Hirer at the time of approval of the change of dropoff. In accordance with clause 17, further fees relating to the extension of the hire period may be payable if the Vehicle is not returned by the time/date of return set out in Schedule 1.

Liability

23. Trekker Adventures is not liable for any loss caused by the Hirer or named drivers during the term of this Agreement. The Hirer is liable for:

a. any loss of, or damage to, the Vehicle and the Accessories listed in Schedule 1

and any consequential damage, loss or costs incurred by Trekker Adventures, including salvage and administration costs; b. any loss of, or damage to, vehicles and/or property of third parties, arising during the term of hire.

Insurance

NOTE: Trekker Adventures is not providing insurance services to the Hirer. Trekker Adventures manages the insurance provided under an insurance policy. Trekker Adventures reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to immediately contact, and solely deal with, Trekker Adventures.

24. In the event that the Vehicle is lost, stolen or damaged during the Hire Period, or has broken down or become unsafe, the Hirer will be liable for the Rent for that portion of the Hire Period during which the Vehicle is being recovered and repaired or replaced and any costs incurred by Trekker Adventures to recover and repair or replace the Vehicle.

25. In case of any insurance claim being made, the Hirer is responsible for paying the excess. Trekker Adventures will deduct the excess from the Bond paid. If this amount is not sufficient to cover the excess (for example because other monies are required to be deducted) the Hirer agrees to pay the difference within 7 days, or agrees that Trekker Adventures can deduct this sum from the Hirer's credit card.

26. The Hirer is responsible for insuring his / her personal belongings.

Bond

27. On or before pickup of the Vehicle the Hirer must pay a Bond. The amount of Bond payable depends on the insurance excess applicable to the hire. The amount payable is set out in Schedule 1, and Trekker Adventures retains the right to keep/draw on the bond for up to 4 weeks after the hire ends.

28. The Bond is fully refundable to the Hirer provided the Vehicle and Accessories are returned undamaged in the same condition immediately before the hire and this Agreement has been fully complied with. If loss occurs under this Agreement by virtue of the Hirer's action or inaction, or that of one of the drivers in Schedule 1, or any amount becomes owed under this Agreement, it may be deducted to the value of the loss, plus an administration fee of \$50. Retention of all or part of the Bond is at Trekker Adventures' discretion depending on the extent of the loss, damage, or breach. The Bond may also be used to put the Vehicle or Accessories in the same condition as they were in before the hire including for repairs, replacement, refuelling, or cleaning costs etc.

Infringement offences

29. The Hirer is liable for any offence committed during the period of hire including but not limited to driving and speeding offences, toll offence, failure to comply with the directions given by a traffic signal, parking offence, and any offence under the Freedom Camping Act 2011.

30. The Hirer must pay any infringement fee and costs that may become payable because of an infringement notice served on Trekker Adventures for any offences and the Hirer authorises Trekker Adventures to debit their credit card or deduct from the Bond such infringement fee and costs, including an administration cost of up to \$50 per infringement notice received.

Dangerous driving and personal information

31. If, in the opinion of Trekker Adventures, the Hirer's driving, or the driving of anyone listed in Schedule 1, is likely to pose a danger to any property, be in breach of any law, or potentially put themselves and/or any other person in danger, then –

c. Trekker Adventures may cancel this Agreement immediately; and d. The Hirer must, as soon as practicable, return the Vehicle to the location set out

in Schedule 1; and e. The Hirer's personal information contained within this Agreement may be disclosed to other relevant operators or law enforcement for the purpose of promoting safe driving in New Zealand.

Cancellations

32. Cancellation fees apply as follows:

All bookings are final and no refunds are available.

Privacy Policy

33. Trekker Adventures may collect information about the Hirer in connection with the performance of this Agreement, including but not limited to a “Drivers’ Check”. The Hirer may not be entitled to perform this Agreement if all the information requested is not provided. Trekker Adventures may disclose such information to third parties for the purposes of performing this Agreement, or in accordance with clause 31(c). Trekker Adventures will comply with the Privacy Act 1993 in connection with the collection and use of such information

Terminating the Agreement and Taking Possession of the Vehicle

34. The Hirer acknowledges that Trekker Adventures may refuse any rental, terminate this Agreement and/or take back / repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Hirer, and that the Hirer will pay the reasonable costs of repossessing the Vehicle, including towing charges in any of the following situations:

a. the Hirer in breach of any term of this Agreement; b. the Hirer has obtained the Vehicle through fraud or misrepresentation; c. the Vehicle appears to be abandoned; d. the Vehicle is not returned on the agreed return date or Trekker Adventures

reasonably believe that the Vehicle will not be returned on the agreed return date; or e. Trekker Adventures considers that the safety of any person or the condition of the Vehicle is at risk.

35. The Hirer understands and agrees that in the event of such termination or repossession, the Hirer has no right to a refund of any part of the Fee, the Bond, or any other charges under this Agreement.

36. During the Hire Period the Hirer authorises Trekker Adventures and its associates to enter any premises where Trekker Adventures reasonably believes the Vehicle is located to examine its state of repair and operation.

Release and Indemnity of Trekker Adventures

37. The Hirer releases Trekker Adventures from any liability to the Hirer or drivers in Schedule 1 (regardless of who is at fault), for any loss or damage incurred by the Hirer / named drivers by reason of rental, possession or use of the Vehicle. The Hirer hereby indemnifies and shall keep indemnified Trekker Adventures against any claims, demands and expenses (including legal costs) incurred or sustained by it by reason of the Hirer's use and/or possession of the Vehicle.

Completeness

38. This Agreement forms the entire agreement between Trekker Adventures and the Hirer.

There are no warranties or undertakings by Trekker Adventure to the Hirer other than what is contained in this Agreement.

Severability

39. If any provision of this Agreement is or at any time becomes void or unenforceable the remaining provisions will continue in full force and effect.

Jurisdiction

40. This Agreement is governed by New Zealand law and any disputes arising under this Agreement shall be determined in New Zealand.

Name of signatory signing on behalf of Trekker Adventures Limited

Signed on behalf of Trekker Adventures Limited

Date:

Hirer Name

Hirer Signature

Date:

I, the Hirer, authorise Trekker Adventures to deduct any sums payable under this Agreement from my credit card or Bond, details of which are in Schedule 1.

Named Driver 1: Name

Named Driver 1: Signature

Date:

Named Driver 2: Name

Named Driver 2: Signature

Date:

Named Driver 3: Name

Named Driver 3: Signature

Date:

Named Driver 4: Name

Named Driver 4: Signature

Date:

Schedule 1

Vehicle Description

Number plate

Type of Fuel the Vehicle takes

Vehicle to be returned with full tank of fuel Yes / No (circle)

Speedometer start

Height / clearance for Vehicle with tent

Start Time/Date of hire

End Time/Date of return

Fee

Bond amount

Location of Vehicle return

Has Hirer paid \$40 cleaning fee (meaning they are not required to clean the inside / outside of the vehicle at the end of the hire)

Yes / No (circle)

Hirer's credit card details Card number:

Name: Expiry: CSC/CVV/CVC

List of Accessories provided as part of hire include everything that is not a form of transport specifically (tick those relevant):

- Rooftop Tent including cover, and ladder. Note: A maximum of two (2) occupants are allowed in a single rooftop tent at any time.
- Stove or BBQ and gas bottle

Hirer's Details

Name Address Contact Number Drivers' Licence details including class

Named Drivers' Details

Name Address Contact Number Drivers' Licence details including class