

AGREEMENT TO HIRE RENTAL VEHICLE

1. Hire description:

Bayinvent Ltd. (Bayinvent, BI) will let and the Hirer will rent the vehicle described for the location and duration described above. Bayinvent Ltd will let and the hirer will rent the motor vehicle described on page one. All BI vehicle rates include unlimited kilometres, on road assistance and GST.

The term of hires shall be for the period and collection/return locations as described on page 1.

Rental days are calculated on a calendar day basis. When calculating the number of days the vehicle is hired, the day of pick up is counted as day one of the rental, regardless of pick up time. The day of the vehicle's return is counted as the final day of the rental, regardless of drop off/ time.

2. Vehicle collection and return

The Hirer must adhere to collection and return dates/locations as stated above. A change of pick up or return destination is subject to availability. If the Hirer wishes to change the pick up or return destination after a booking has been confirmed, approval by Bayinvent must be obtained. A breach of contract relating to pick up or return dates or locations will incur a NZ\$1000 penalty fee.

3. Payments

To confirm a reservation directly with BI, a non-refundable deposit of 20% is required. When booking via an agent of ours, the amount of the deposit may vary. The balance of hire & bond is payable 30 days prior to the rentals start date.

For direct bookings with BI, a Credit Card Payment fee of 2.5% (4% for AMEx) will apply. Payment charges for agent bookings depend on the agents T&C.

The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to on page 1 of this agreement the sum as specified in this agreement.

In addition the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 13 of this agreement.

The hirer shall pay for all fuel (but not oil) used in the vehicle during the period of hire. The hirer shall be liable for bond deductions as set out in clause 14, 15, 16 & 17 of this agreement.

The Road User Charges (Diesel Tax, if applicable) is an extra charge of NZ\$ 8.20/100km or to the current government issued price.

4. Vehicle Collection and Return

The hirer must adhere to collection and return dates/locations as stated on page 1 of this agreement.

A change of pick up or return destination is subject to availability. If the hirer wishes to change the pick up or return destination after a booking has been confirmed, approval by BI must be obtained and granting such a change is in the sole discretion of BI and will only be available for an additional fee.

A breach of contract relating to pick up or return dates/locations will incur a NZ\$1500 penalty fee.

Business Hours:

Monday to Saturday: 9:00am - 4:30 pm (09:30 - 16:30)

Sunday / Public Holidays: 9:00 am - 2:00 pm (9:00 - 14:00)

Please note that BI cannot accept any vehicle collections and returns after 4:30pm weekdays and 2 pm on weekends / public holidays unless an after-hours vehicle collection or return has been pre-arranged.

5. Vehicle Returns

The hirer must return the vehicle on the date, place and time as shown on the rental agreement. Late returns will be charged at 50\$ for every hour started.

The hirer will return the vehicle

- (a) in reasonable clean condition (in and outside)
- (b) with a full fuel tank (as marked on the damage sheet) (c) full bottle of gas (if applicable)
- (d) with empty holding toilet and waste water tank

6. Persons who may drive the vehicle:

The vehicle in this agreement may only be driven by persons described on page 1 of this agreement and only if each such person is at least 21 years of age and has held a full and valid driver's license for no less than 12 months. All BI vehicles can be operated with a car license valid to a tare vehicle weight of 3.5tonnes. The driver must ensure his/her license is valid for the vehicle hired in this agreement.

7. Drivers Licence

A current and full motor vehicle driver's license is required and must be produced upon vehicle collection. If the license is not in an English format, an international driver's license is also required.

8. Use of the vehicle

The hirer agrees that, during the rental period, the hirer will not allow the vehicle to be:

(a) driven otherwise than in a prudent and cautious manner. A single vehicle rollover is considered a breach of this condition. A single vehicle rollover may include, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the vehicle.

(b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

(c) left with the ignition key in the vehicle while it is unoccupied;

(d) damaged by:

submersion in water; contact with salt water; creek or river crossing; driving through flooded areas; beach driving;

(e) used for any illegal purpose or in any race, rally or contest;

(f) used to tow any vehicle or trailer;

(g) used to carry passengers or property for hire or reward;

(h) used to carry more persons than is permitted by any relevant authority or detailed in the vehicle manual or on the vehicle or specified in this agreement;

(i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and

(j) used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

(k) used for smoking inside of the vehicle, as all BI vehicles are non-smoking vehicles.

The hirer shall not make any alterations or additions to the vehicle without the prior written consent from BI. The hirer will not allow any animals to be in the vehicle, excluding registered guide dogs after agreed to by BI.

9. Restricted Roads

Campervans can only be driven on sealed/bitumen or well-maintained roads. The only exceptions to this are well-maintained access roads of less than twelve kilometres to recognised campgrounds and major tourist attractions. Should you wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground special permission can be arranged pending road condition, weather and distance. Please contact BI to discuss. Vehicles are not permitted to drive on:

Any beach, even if the beach is signed as a road.

Skippers Road (Queenstown)

Crown Range Road (Queenstown)

Ball Hut Road (Mt. Cook)

Ninety Mile Beach (Northland)

North of Colville Township (Coromandel Peninsula)

309 road between Whitianga and Coromandel (Coromandel Peninsula)

Vehicles are not permitted on all ski field access roads in both the North and South Islands from 01 June to 31 October. This means you cannot drive your vehicle up to a ski field car park and/or any part of the access road to the ski field.

You will be responsible for all damage if travelling on these roads.

Should you breach the road restriction rules by taking a vehicle on a restricted road, a fee of \$300 on each occasion that is identified will apply. **Location of the vehicle might be recorded/monitored or checked by BI**

10. Maintenance and Repairs

The hirer shall take all reasonable steps to properly maintain the vehicle, including daily oil and water checks, and will contact BI immediately should vehicle warning lights indicate any potential malfunction or should the instruments indicate that the engine is getting too hot.

The customer will be responsible for any costs of damage and recovery that occurred because he did not maintain the vehicle properly.

BI will reimburse the hirer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the vehicle. For repairs costing over NZ\$100, BI will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted provided the hirer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

Subject to the terms of the Full Cover conditions, the customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the customer to BI for inspection and is subject to a warranty claim on the manufacturer.

11. On Road Assistance

In an event of mechanical problems, the hirer must contact BI and we will direct you to the closest service station

All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance.

This service covers any mechanical faults with the vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer:

- (a) the vehicle running out of fuel;
- (b) keys being broken, locked inside the vehicle or lost;
- (c) flat batteries caused by incorrect usage of the batteries and /or incorrect usage of any equipment that requires the batteries in order to operate; and
- (d) a breakdown because of damage caused in an accident.

All AA non-mechanical call-outs will incur a call-out charge of NZ\$95 plus GST.

The AA service operates 24hrs, however for mechanical repairs outside o/ice hours (including weekends and Public Holidays), some delays may occur.

12. Vehicle Availability

BI will endeavour to supply the vehicle category selected, however should the vehicle booked be unavailable through unforeseen circumstances, BI reserve the right to substitute an alternative vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible. BI will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required. Should the customer decide to voluntarily downgrade their vehicle type, they will not be entitled to a refund.

13. Vehicle Insurance

The vehicle is insured for third party vehicle and property damage. The liability excess applies in each claim, not rental. The liability is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. Where a third party is involved the vehicle security deposit will be refunded only if BI is successful in recovering the cost of the damages from the third party.

Please note that third-party claims can take many months to resolve.

BI offers 2 types of insurance options. The hirer acknowledges that he/she has been made aware of the options:

a. Compulsory Standard Insurance

NZ\$25.00 per day with an excess of NZ\$4500 for drivers of 25 years and older (NZ\$5500 for drivers of 21 to 24 years, GST included) for any one damage. A credit card imprint is sufficient. The hirer is liable for the first NZ\$4500 of any damages. Please note that this bond applies to each single vehicle accident and loss or damages to third parties, the rental vehicle and its accessories.

This insurance option is capped at 50 rental days or NZ\$1250 per hire.

b. Full Cover Insurance

NZ\$50.00 per day will reduce the excess for any vehicle to NZ\$500.00 (NZ\$750 for drivers 21 to 24 years) for any damage. This bond applies to each single vehicle accident and loss or damages to third parties, the vehicle and accessories. This insurance option is capped at 50 rental days or NZ\$2500 per hire.

14. Insurance Exclusions

The Hirer acknowledges that they are responsible for all costs for the following damage irrespective of the liability excess. Damage as identified below is specifically excluded from any liability option or additional protection coverage limitation of liability unless stated otherwise and the customer remains fully liable for all costs incurred.

- (a) for any damage due to vehicle use in contravention of clause 8 'Use of Vehicle';
- (b) any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs and negligence resulting in damage to the hired vehicle or third party vehicle/ property;
- (c) for any loss or damage to personal belongings;
- (d) if the hirer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired vehicle or third party vehicle/property;
- (e) the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- (f) the cost to replace keys, which have become lost, stolen, or retrieval of keys, which have been locked in the vehicle;
- (g) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence;

- (h) any damage caused to the vehicle due to the use of snow chains;
- (i) for damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual; and
- (j) for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

15. Diesel Recovery Tax

Road User Charge Fee will be applied for diesel vehicles only, calculated and deducted from the bond on return of the vehicle based on the kilometres travelled during the hire. The fee will be \$82.00 per 1000km or as in place at the time of travel. We reserve the right to amend the Road User Charge Fee upon Government intervention.

16. Security Deposit

The security bond is equal to the excess amount of the full cover insurance (see clause 14). A credit card imprint is sufficient or the money can be direct debited. This is refunded after the hire. The bond will not be charged on return of the vehicle provided that:

- (a) The vehicle is returned to the agreed location at the agreed time (\$1500 penalty applies if breached)
- (b) Waste water tank and toilet have been emptied (\$150 charge for toilet, \$100 charge for grey water tank)
- (c) All traffic fines have been paid (otherwise your fine will be charged plus a \$35 handling fee)
- (d) All toll road charges have been paid (otherwise your toll fee will be charged plus a \$35 handling fee)
- (e) The vehicle is returned in a reasonably (inside: swift clean/outside: mud free) clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle (300 NZD cleaning charge applies)
- (f) The vehicle is returned with a full fuel tank (a full fuel tank + 50 NZD handling fee will be charged)
- (g) The vehicle is returned with a full gas bottle (a full gas bottle + 50 NZD handling fee will be charged)
- (h) No items belonging to BI have been lost or damaged
- (i) No damage is incurred to the vehicle or any 3rd party property
- (j) Insurance exclusions in section 15 in this agreement have not been violated

17. Procedures in case of accident

If the hirer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

- (a) At the scene of accident the customer must:
 1. Obtain the names and addresses of third parties and any witnesses, take pictures of drivers licence, car registration and location pictures to illustrate the details of the accident.
 2. Report the accident to police, regardless of estimated damage costs.
 3. Not accept blame, admitting being at fault or insist the other party is at fault.
 4. Photograph damage to all vehicle(s) and registration number(s).
 5. Phone BI with the accident's details within 24 hours.

The hirer is required to pay the liability (if applicable) and any other amount due by them in respect of any damage arising from an accident, loss or damage. This amount is payable at the time of reporting 'the event' and not at completion of the rental period.

(b) At return to the Branch:

1. The hirer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. BI reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs
4. We at BI will ensure the motor vehicle accident report is completed clearly and accurately signed by the hirer.

(c) Exchange Vehicle:

1. The availability of an exchange vehicle is not guaranteed; provision is subject to availability, hirer's location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an exchange vehicle is required as a result of an accident, the hirer is responsible for making their own way to our pick up location at their own cost.
3. BI may offer the Customer the option of paying an "exchange vehicle relocation fee" to send a driver to deliver the exchange vehicle to the hirer location.
4. The hirer will pay for any costs relating to delivery of a change over vehicle because of any single vehicle accident. This charge applies irrespective of any liability excess.
5. A new vehicle security deposit will be required for the exchange Vehicle.

(d) Time frame for settlement of hirer's liability claims:

1. BI shall use best endeavours to ensure that any money due back to the hirer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. BI cannot force the destiny of these claims, and the hirer acknowledges that handling of these claims is up to BI insurer and the third party, whether they be insured or not.
2. BI agrees to refund any vehicle security deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.
3. For information regarding outstanding claims or vehicle security deposit refunds please contact BI.
4. The hirer agrees to provide all reasonable assistance to BI in handling any claim including providing all relevant information and attending court to give evidence. Important Note: Under no circumstances should the hirer attempt to start or drive a vehicle that has been involved in an accident, damaged by roll-over, water submersion or any other means without permission from BI.

18. Handling Procedure of Speed and Parking Ticket, Toll Road Notices, Infringement notice

BI as owner of the vehicle is liable for all parking and traffic violations including violation of local Freedom Camping regulations. BI does not query any issued fines and pays the outstanding balance. BI often receives traffic and parking tickets after the vehicle was returned and will charge the outstanding balance to the hirer's credit card. BI will not contact the hirer prior and after the charges to his/her credit card, but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or on the phone.

BI will charge a NZ\$35 handling fee for each issued parking or traffic violation or toll road fees.

19. Cancellations

Please note that the deposit is non-refundable.

If cancelled up to 31 days prior to pick-up: Deposit

If cancelled from 30 to 15 days prior to pick-up: 50% of Final Payment

If cancelled 14 to 7 days prior to pick-up: 75% of Final Payment

If cancelled 6 to 1 days prior to pick-up, or no No-Show: 100% of Final Payment

20. Rental Period Extension

A hire extension is subject to availability and authorisation by BI. Any costs associated with the extension will be disclosed prior to confirmation and charged during hire or on drop off. Please get in touch with us if you would like to extend your hire.

21. 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 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 rights of the owner and the other rights of the hirer under this agreement or otherwise. There will be no refund for the remaining part of the hire.

22. Privacy Policy

Any information supplied to BI will not be passed on to any other 3rd party. You have the right under New Zealand Privacy Law to view and correct any information we hold about you.

The hirer agrees to the terms and conditions of BI and acknowledges and declares that he/she has read and fully understands this agreement. (Note: You should not sign this unless you are sure you understand its effect).

Full Signature of Hirer:

_____ Date: _____

BI Staff/ Signature:

_____ Date: _____

3. Persons who may drive the vehicle

The vehicle may only be driven by the person(s) described on page 1 and only if each such person is at least 21 years of age and has held a full and valid driver's licence for no less than 12 months. All Bayinvent vehicles can be operated with a car licence. The Hirer must ensure that the driver's licence is valid for the vehicle hired in this agreement.

4. Restricted Roads

The vehicle must not be driven on any salt-water beaches, 4-wheel drive only roads, Ninety Mile Beach (Northland), North of Colville Township (Coromandel Peninsula), Bluff Road that runs between Kuaotunu and Matarangi (Coromandel Peninsula), unsealed parts of the Tasman Valley Road (Mt. Cook), unsealed parts of the Wanaka-Mount Aspiring Road and Skippers Road (Queenstown). All other public roads are permitted throughout New Zealand.

5. Hirer's obligations

The Hirer shall ensure that all reasonable care is taken in handling and parking the vehicle. In particular, the Hirer must ensure that the vehicle is securely locked, the vehicle is in gear (or P for automatic vehicles) and the handbrake is engaged when not in use. The Hirer shall ensure that the recommended levels are maintained with respect to the water in the radiator of the vehicle, the oil and the tyre pressures of the vehicle.

Smoking and/or animals are not permitted in the vehicle at any time. Bayinvent reserves the right to charge a minimum vehicle grooming fee of \$200 in the case of failure to comply with this policy.

The Hirer is responsible for ensuring any roads entered are not subject to severe weather warnings. Entering roads with severe weather warnings is at the driver's risk (see section 12). The Hirer is responsible for keeping up to date with weather updates and associated warnings. It is the Hirer's responsibility to be aware of and act in compliance with all New Zealand Transport Agency rules and regulations.

6. Cancellation Fees

In the event that you wish to cancel your booking the following fees apply:

- **If cancelled 31 days prior to pick up**
No fee.
- **If cancelled within 30 days to 8 days of pick-up**
30% of total reservation cost.
- **If cancelled within 7 days of pick-up or no show**
100% of total reservation cost.
- **Early Return**
No refund for any unused portion of the rental is available.

7. Vehicle Returns

Vehicles must be returned on the date, place and time as shown on page 1. Late returns will result in extra charges. The Hirer is obliged to return the vehicle:

1. With the fuel level full
2. In a reasonably clean condition (interior and exterior)
3. With empty holding tanks for grey water and waste water (toilet cassette)

8. Insurance Options For Rental Campervans

Wendekreisen offers three types of insurance options. The Hirer acknowledges that they have been informed about all insurance options prior to commencing the hire. The Hirer is liable for the insurance excess that applies to each insurance claim. The options are:

COMPULSORY STANDARD INSURANCE

NZ\$20.00 per day with an excess of NZ\$1500 for drivers over 25 years (NZ\$2000 for drivers of 21 to 24 years) for any one damage. Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.

The total insurance payable is capped at 50 rental days or NZ\$1000 per hire.

STANDARD INSURANCE WITH TYRE AND WINDSCREEN COVER

NZ\$30.00 per day with an excess of NZ\$1500 for drivers over 25 years (NZ\$2000 for drivers of 21 to 24 years) for any single vehicle accident and NIL excess for windscreen and tyre damage (excludes service for changing a tyre). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories.

The total insurance payable is capped at 50 rental days or NZ\$1500 per hire.

Full Cover Insurance PACKAGE

NZ\$40.00 per day will reduce the excess for any one vehicle damage to NZ\$250.00 (NZ\$500 for drivers 21 to 24 years). Please note that the excess applies to each single vehicle accident including loss or damages to third parties, the rental vehicle and its accessories. Includes compulsory standard insurance and windscreen/tyre cover

(excludes service for changing a tyre).

The total insurance payable is capped at 50 rental days or NZ\$2000 per hire

9. Insurance Exclusions

The Hirer is at all times fully liable (without a monetary limit) for:

- Any damage to the Wendekreisen vehicle or third party property if the terms of this rental agreement are breached
- Damages caused by racing, speed tests or other contests
- Damage caused by careless, willful or reckless driving
- Damage caused by driving under the influence of alcohol or drugs
- Damage caused by driving on restricted roads (see section 6)
- Damage to or loss of any personal belongings
- Damage caused by the use of incorrect or contaminated fuel
- Damage caused by filling any vehicle holding tanks with an incorrect fluid or substance (e.g. diesel filled in the freshwater tank, water filled in the engine oil holding tank, etc.)
- Damage caused by water submersion or salt water damage
- Damage caused by an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage / loss of the vehicle and the Hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- Cost to retrieve or recover vehicles which have become bogged, submerged or abandoned
- All costs associated to retrieve or recover vehicles which have been abandoned due to roads with severe weather warnings
- Cost to replace vehicle keys that have been lost or damaged or retrieval of keys that are locked in the vehicle
- Damages caused by the use of snow chains or bike racks
- Damages due to overloading of the vehicle
- Damages caused by entering height restricted carparks or any other structures that are lower than the vehicle height

If any of the above exclusions occur, the Hirer shall be liable for all resulting actual or consequential losses incurred by Bayinvent and it is at the sole discretion of Bayinvent as to whether it shall lodge a claim pursuant to the insurance cover.

10. Security Bond

A security bond equivalent to the insurance excess applicable pursuant to clause 10 or 11 is payable by the Hirer, but will not be charged on the return of the vehicle, provided that:

- The vehicle is returned to the agreed location at the agreed time (**\$1000 penalty applies if breached**)
- Grey water tank and toilet have been emptied (**\$150 charge for toilet, \$25 charge for grey water tank**)
- All traffic fines have been paid (**otherwise your fine will be charged plus a \$35 handling fee**)

- All toll road charges have been paid (**otherwise your toll fee will be charged plus a \$20 handling fee**)
- The vehicle is returned in a reasonably clean condition (**\$100 charge if not returned reasonably clean**)
- The vehicle is returned with a fuel level full (**charged at double the price of filling**)
- No items belonging to Bayinvent have been lost or damaged
- No damage is incurred to the vehicle or any 3rd party property
- The insurance exclusions in section 12 have not been violated

All security bond payments must be made by Bank Transfer, EFTPOS, VISA or Mastercard.

11. Handling Procedure of Speed and Parking Tickets and Toll Road Notices

The Hirer shall be liable for all parking and traffic violations relating to the vehicle during the period of hire. Bayinvent does not query any issued fines and as it often receives traffic and parking tickets after a vehicle is returned it will charge any outstanding balance to the cardholders credit card.

Bayinvent will not contact the Hirer prior to and after the charges to his/her credit card but will explain the charges and send copies of the parking and traffic violations if contacted by e-mail or on the phone. Bayinvent will charge a NZ\$35 handling fee for each issued parking or traffic violation or toll road fee.

12. On Road Assistance

In the event of mechanical problems, the Hirer must contact Bayinvent by **calling [022 0141264](tel:0220141264)** . Bayinvent will assist and direct you to the closest service centre.

Retrospective claims for refunds cannot be considered if the Hirer has not made contact with Bayinvent as soon as possible and in any event within 12 hours of becoming aware of any defect or mechanical failure of the vehicle. Failure to notify Bayinvent will result in the Hirer being liable for any resulting damage and Bayinvent not being liable to the Hirer. Failure to follow the instructions of the Bayinvent team (or authorised contractors) will void any entitlement to compensation and may incur additional fees.

13. Repair Approval

Repairs of up to NZ\$50.00 can be completed without authorization by Bayinvent. All repair costs up to NZ\$50.00 will be refunded upon submission of receipts. All repairs exceeding NZ\$50.00 require approval by Beyinvent. Bayinvent wishes to advise that no responsibility will be accepted for accommodation charges, meals, out-of-pocket expenses or loss of enjoyment resulting from a breakdown.

14. Accidents

In the event of an accident or damage to the vehicle the Hirer must:

1. Notify Bayinvent of the full circumstances as soon as practical and in any event within 12 hours from the time of the accident or the time that the hirer has knowledge of the damage

2. Notify the New Zealand Police of any accident and request they attend the scene to determine liability
3. Obtain the names and addresses of all parties, witnesses to, and vehicles involved in the accident
4. Obtain a copy of any relevant Police report
5. Make arrangements with Bayinvent to complete a written report and the necessary insurance documents and ensure that these are completed before the end of the hire period specified in this Agreement

In the event of an accident the hirer must not make any admissions of liability.

15. Substitute Vehicles

Bayinvent reserves the right to substitute a comparable or superior vehicle at no extra cost to the Hirer. This shall not constitute a breach of contract and does not entitle the Hirer to any refund. The availability of a replacement vehicle is not guaranteed and it is at the sole discretion of Bayinvent and is subject to availability, Hirer's location, accident liability (if any) and remaining hire duration.

16. Rental Period Extension

A hire extension is subject to availability and authorisation by Bayinvent. Any costs associated with the extension will be disclosed prior to confirmation.

17. Immediate Return Of Vehicle Where Default, Incompetency or Damage

Bayinvent shall have the right to terminate this agreement and take immediate possession of the vehicle if:

- The Hirer is found not to be competent enough to operate the vehicle
- There have been reports of dangerous driving by NZ Police
- The Hirer fails to comply with any terms of this agreement
- If the vehicle is damaged and no longer roadworthy
- The vehicle has been abandoned

The termination of the hiring under the authority of this clause shall be without prejudice to the rights of Bayinvent. A termination of this agreement for the above reasons, does not entitle the Hirer to a replacement vehicle or a refund of either the charges for the unused rental days or the security bond.

18. Retention of Title

Ownership and title to the vehicle remains at all times with Bayinvent, who reserves a security interest in the vehicle and the Hirer unconditionally and irrevocably agrees to waive the Hirer's rights as debtor to the maximum extent permitted by the Personal Property Securities Act 1999 (including its right to receive a copy of a verification statement under section 148 on the PPSA in respect of any financing statement) and accordingly the parties contract out of the Hirer's rights to that extent.

19. Force Majeure

In no event shall Bayinvent be liable for any failure or delay in the performance of its obligations under this agreement arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, acts of God, natural disaster, governmental

or local body legislation, direction or restrictions, pandemics, epidemics or outbreak of social disease, strikes or other labour disturbances, accidents, acts of war or terrorism, civil commotions, or omissions or delays in acting by any governmental authority or by the Hirer. However, Bayinvent may, entirely at its discretion, issue a credit entitling the Hirer to apply any payments made against any future Rental Agreement between the Hirer and Bayinvent. (Store-Credit)

The Hirer agrees to be bound by and accepts the terms and conditions of hire as set out herein and acknowledges and declares that he has read and fully understands this agreement (Note: You should not sign this unless you are sure you understand its effect).

Signature First Driver

Signature Second Driver