

Global Wheels Ltd. Rental Agreement (continued) - Terms And Conditions

An agreement made between the owner and the hirer whose particulars are entered in this agreement on page 1, it is hereby agreed as follows:

1. **Hire Description:**

Global Wheels Ltd. (GWh) will let and the hirer will rent the motor vehicle described on page one. Rental charges for rental campervans, motorhomes & recreational vehicles are calculated on a daily basis, irrespective of pick-up time. Charges for rental cars are based on a 24 hour period. All GWh vehicle rates include Unlimited Kilometres, On Road Assistance and GST. The term of hire shall be for the period and collection/return locations as described on page 1.

2. **Payments by Hirer:**

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 9 & 10 of this agreement. The hirer shall pay for all petrol or other 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 11, 13 & 14 of this agreement. The Road User Charges (if applicable) is an extra charge of NZ\$6.50/100km,

3. **Vehicle Collection & 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 GWh must be obtained. A breach of contract relating to pick up or return dates/locations will incur a NZ\$1500 penalty fee.

4. **Business Hours:**

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

Sunday / Public Holidays: 10:00 am - 12:30 pm (10:00 - 12:30)

Please note that Global Wheels cannot accept any vehicle collections and returns after 4:00pm weekdays and 12.30pm on weekends / public holidays unless an after-hours vehicle collection or return has been prearranged.

5. **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 GWh 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.

6. **Restricted Roads**

A GWh vehicle **must not be driven** at any Saltwater Beaches, Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook) and North of Colville Township (Coromandel Peninsula). All other public roads are permitted throughout New Zealand.

7. **Cancellation Fees**

Please note that the Booking Deposit is non-refundable.

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

apply: **If cancelled 31 days prior to pick up**

35% of total reservation cost

If cancelled within 30 days to 8 days of pick-up

60% 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.

Initial by the Hirer: X _____

8. Vehicle Returns

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

1. With the fuel level as marked on the damage sheet.
2. In a reasonably clean condition (interior and exterior).
3. With empty holding tanks for grey water and waste water (toilet cassette)
4. With a full LPG gas bottle

9. Insurance Options For Rental Campervans

GWH offers three types of insurance options. The hirer acknowledges that he/she has been informed about all insurance options prior to commencing the hire. The options are:

1. Compulsory Standard Insurance Initial _____
NZ\$20.00 per day with an excess of NZ\$4500 for drivers over 25 years (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\$1500 per hire.

2. All Inclusive Package (Full Cover Insurance And Extras) Initial _____
NZ\$50.00 per day will reduce the excess for any vehicle to NZ\$250.00 (NZ\$500 for drivers 21 to 24 years). Includes cover for all damages, compulsory standard insurance and windscreen/tyre cover (excludes service for changing a tyre). This package also includes all 'Optional Extras' and 'After hours collection/return Fees'.
This insurance option is capped at 50 rental days or NZ\$3500 per hire.

11. Insurance Exclusions - The hirer is at all times fully liable (without a monetary limit) for :

- a. Any damage to the GWh vehicle or third party property if the terms of this rental agreement are breached
- b. Damages caused by racing, speed tests or other contests
- c. Damage caused by careless, willful or reckless driving
- d. Damage caused by driving under the influence of alcohol or drugs
- e. Damage caused by driving on restricted roads (see section 6)
- f. Damage to or loss of any personal belongings
- g. Damage caused by the use of incorrect or contaminated fuel
- h. Damage caused by water submersion or salt water damage
- i. Damage caused in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage and loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle.
- j. Cost to retrieve or recover vehicles which have become bogged submerged or abandoned
- k. Cost to replace vehicle keys that have been lost or damaged or retrieval of keys that are locked in the vehicle
- l. Damages caused by the use of snow chains
- m. Damages due to overloading of the vehicle

Initial by the Hirer: X _____

12. Security Bond

The security bond is equal to the excess amount of your insurance option (see clause 9 & 10). A credit card imprint is sufficient. If paid in cash or by traveller cheque, the security bond may be refunded at the end of your hire depending on conditions (see below).

13. Security Bond (The Excess)

The bond will not be charged on return of the vehicle provided that:

1. The vehicle is returned to the agreed location at the agreed time (**\$1500 penalty applies if breached**)
2. Grey water tank and toilet have been emptied (**\$150 charge for toilet, \$25 charge for grey water tank**)
3. All traffic fines have been paid (**otherwise your fine will be charged plus a \$35 handling fee**)
4. All toll road charges have been paid (**otherwise your toll fee will be charged plus a \$20 handling fee**)
5. The vehicle is returned in a reasonably clean condition (**\$100 charge if not returned reasonably clean**)
7. The vehicle is returned with a fuel level as marked on the damage sheet (**charged at double fuel price**)
8. No items belonging to GWh have been lost or damaged
9. No damage is incurred to the vehicle or any 3rd party property
10. Insurance exclusions in section 11 of this agreement have not been violated

The security bond can be paid by cash, traveller's cheque or credit card. If paid by credit card, an imprint will be taken, but not charged, unless the above conditions have not been met.

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

GWh as owner of the vehicle is liable for all parking and traffic violations. GWh does not query any issued fines and pays the outstanding balance. GWh often receives traffic and parking tickets after the vehicle was returned and will charge the outstanding balance to the hirer's credit card. GWh 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. GWh will charge a NZ\$35 handling fee for each issued parking or traffic violation. GWh will charge a NZ\$20 handling fee for toll road fees.

15. Optional Extras (Included If The All Inclusive Package Is Purchased)

The following charges will apply to optional extras on your hire:

1. After Hours Charge NZ\$ 60 per collection/return
2. Child Seat / Booster Seat - NZ\$ 25 per hire
3. Snow Chains – NZ\$75 per vehicle
4. Tom Tom One V3 GPS Unit NZ\$ 5 per day (min. \$60; Max. \$100)

16. On Road Assistance

In the event of mechanical problems, the hirer must contact GWh

by calling **(03) 281 81 46**. GWh will assist and direct you to the closest service center.

Initial by the Hirer: X _____

17. Repair Approval

Repairs of up to NZ\$50.00 can be completed without authorization by GWh. All repair costs up to NZ \$50.00 will be refunded upon submission of receipts. All repairs exceeding NZ\$50.00 require approval by GWh. GWh wishes to advise that no responsibility will be accepted for accommodation charges, meals or out-of-pocket expenses resulting from a breakdown. GWh will accept liability (and may process appropriate refunds) where the vehicle was unusable due to mechanical failure and the hirer made reasonable effort to contact GWh within 12 hours. The hirer shall not arrange or undertake any repairs or salvage exceeding NZ\$50 without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property. The hirer shall ensure that no person interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

18. Substitute Vehicles

GWh reserves the right to substitute a comparable or superior vehicle at no extra cost. This shall not constitute a breach of contract and does GWh will compensate the hirer for each day lost.

19. Rental Period Extension

A hire extension is subject to availability and authorisation by GWh. Any costs associated with the extension will be disclosed prior to confirmation and charged on drop off.

20. 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.

21. Privacy Policy

Any information supplied to GWh 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 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)

Full Signature of Hirer: _____ Date: _____

GWh Staff Signature: _____ Date: _____