

Nomad Motorhomes and Car rentals

An Agreement made between the owner and the hirer whose particulars are entered in this agreement. It is hereby agreed as follows:

VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire the motor vehicle described in this agreement.

DURATION OF HIRE

2. The term of hire shall be for the period as described in this agreement.

PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the persons described in this agreement and only if each such person holds a current driver's licence (particulars of which are given alongside his/her name and address) appropriate for the vehicle at the time when they are driving the vehicle.

PAYMENTS BY HIRER

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in clause 2 of this agreement the sum as specified in this agreement.

5. In addition to the payment referred to in clause 4 of this agreement, the hirer shall pay to the owner the sum specified in this agreement for the insurance cover set out in clause 10 of this agreement.

6. In addition to the payment specified in clause 4 of this agreement the hirer shall pay to the owner on termination of the hiring a distance charge at the rate referred to in this agreement.

7. The hirer shall pay for **all fuel & diesel tax** used in the vehicle during the period of the hire, Depot Refuelling will be charged at double the fuel cost.

HIRER'S OBLIGATIONS

8. The hirer shall ensure that:

- The water in the radiator of the vehicle is maintained at the proper level.
 - The oil in the vehicle is maintained at the proper level.
 - The tyres are maintained at their proper pressure.
9. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE

10. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified in respect to any liability he/she might have to the owner in respect to the loss and damage of the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer and any driver authorised to drive this vehicle are indemnified to the extent of the **BOND** in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

INSURANCE EXCLUSIONS

The indemnities referred to above **SHALL NOT APPLY** where the damage, injury or loss arises when:

- The driver of the vehicle is under the influence of alcohol or any drug that may affect his/her ability to drive the vehicle;
- The vehicle is in an unsafe or un-roadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or un-roadworthy condition of the vehicle;
- The vehicle is operated in any race, speed test, rally or contest;
- The hirer is not a body corporate or department of state and the vehicle is driven by any person not named in clause 3 of this agreement;
- The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or never held a driver's license appropriate for that vehicle;
- The vehicle is wilfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person.
- The vehicle is operated on an unsealed road, if a vehicle is operated on any surface other than sealed roads, e.g. gravel, dirt etc. the hirer and or driver will be liable for all costs including recovery & salvage of all vehicles involved and damage to 3rd party property. The hire will be cancelled and no refunds given for lost days. All expenses will be charged to any or all credit cards related to the hire, unpaid amounts will be recovered by any means necessary under the law. Credit card imprints will be taken at the start of the hire for each hirer and or driver. By signing this rental agreement you are granting authority to Nomad (the company) to debit all cards on file for any expenses incurred due to breaching the rental agreement.

h. **Vehicles can only be driven on sealed/bitumen roads.** Vehicles shall not be driven on unsealed roads, Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt.Cook), Bluff Road that runs between Kautunu and Mataurangi and North of Colville Township (Coromandel Peninsula) The company (Nomad and or Dynamite rentals) reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions. If it is found that a vehicle has been operated on unsealed roads and damage has resulted such as an accident then the hirer and or driver will be liable for all costs including recovery of the vehicle, repairs to all vehicles involved etc. and all cost incurred and associated with the claim included Nomad's legal expenses.

i. The vehicle is operated outside the term of the hire or any Agreed extension of that term.

IT IS AGREED between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply in respect of the above exclusions as if this clause constituted a contract of insurance.

OWNER'S OBLIGATIONS

- The owner shall supply the vehicle in a safe and roadworthy condition.
- The owner shall be responsible for all ordinary costs of running the vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer
NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

MECHANICAL REPAIRS AND ACCIDENTS; Ph: A.A on 0800-734-543

- If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances as soon as practicable possible.
- The hirer shall be responsible for any repairs from break-ins, e.g. the repair to locks, replacement of keys, lost fuel caps etc.
- The hirer shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, and transmission, braking or suspension systems of the vehicle.

USE OF THE VEHICLE

- The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or rewards unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part1 of the Transport Services Licensing Act 1989.
- The hirer shall not:
 - Sublet or hire the vehicle to any other person;
 - Permit the vehicle to be operated outside his/her authority;
 - Operate the vehicle, or permit it to be operated, in circumstances that constitute an offence by the driver against Section 58 of the Transport Act 1962 (which relates to driving with excess breath or blood alcohol or under the influence of drink or drugs);
 - Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
 - Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976, or any other ACT, regulations, or bylaws to road traffic;
 - Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of Loading.
- Drive or permit the vehicle to be driven by any person if at the time of driving the vehicle, the hirer or other person is not the holder of a current driver's licence appropriate for the vehicle.

RETURN OF THE VEHICLE

- The hirer shall, at or before the expiry of term of hire deliver the vehicle to the owner's place of business or the owner's agent at the owner's place of business, or obtains the owner's consent to the continuation of hire.

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

- The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the 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 other rights of the owner and the rights of the hirer under this agreement or otherwise.

DEPOTS: Auckland- 17 Aintree Ave, Airport Oaks, Mangere (3kms from airport), Christchurch - 104 Bells Road, West Melton.
Hamilton, locations by arrangement.