



Agreement Terms & Conditions

1. GENERAL:

1.1 this agreement consists of the following terms and conditions and the details provided on the front page of this document, including your personal information, address, driver's license details, vehicle details, the excess amount, additional insurance exclusions, and rental dates.

1.2 we agree to rent one of our vehicles to you for the specified rental period, and you agree to adhere to these terms and conditions. This agreement is subject to the laws of New Zealand.

2. OUR COMMITMENTS:

2.1 We will rent the vehicle described in the Details to you for the duration of the Rental, ensuring that the vehicle complies with the legal requirements in New Zealand.

2.2 We will provide insurance coverage for the vehicle unless stated otherwise and signed by you.

2.3 We will also explain any additional charges, referred to as Additional Charges.

3. OUR RIGHTS:

3.1 We reserve the right, at our discretion, to allow other Authorised Drivers to operate the vehicle. However, you are responsible for fulfilling your obligations and for the actions and omissions of any Authorised Driver under this Agreement.

3.2 If you breach this agreement, we may take possession of the vehicle, and you will be liable for all costs incurred in recovering the vehicle.

3.3 We retain the right to cancel the Agreement at any time if we believe that you or your driving poses a genuine risk of harm to others or property. In such cases, you will be responsible for all costs incurred in recovering the vehicle and any outstanding debts.

4. YOUR RESPONSIBILITIES:

4.1 Carry a copy of this Agreement in the vehicle throughout the rental period.

4.2 Ensure that only you or an Authorised Driver operate the vehicle and pay the total amount owed, including:

(a) The daily rate for the agreed number of rental days.

(b) Certain requested location fee applies (applicable only at certain locations).

(c) Any additional requested extras during vehicle pickup (e.g., GPS, child seat, ski racks).

4.3 Pay any Additional Charges, which may include:

(a) One-way hire costs.

(b) Late return fees.

(c) Administration fees.

(d) Fuel costs (unless you purchased Pre-paid Fuel).

(e) Vehicle cleaning expenses (if necessary).

(f) Restoration costs to return the vehicle to its original condition at the time of rental (if necessary), up to the Excess amount.

(g) Costs of road tolls, parking tickets, or driving offense fines incurred during the Rental.

(h) Replacement costs (at current retail value) for damaged, lost, or missing accessories (including GPS) or keys. You authorize us to deduct these charges from the credit or debit card provided or from the excess or bond paid earlier via bank transfer.

4.4 Transfer us the Bond amount as a security deposit for any outstanding amounts under this Agreement (including Additional Charges). At the end of the rental, once final charges are calculated, any unused portion of the bond will be transferred back to you. If the final charges exceed the security deposit amount, you will be responsible for the remaining balance, and we will deduct these charges from the provided credit or debit card or accept payment via bank transfer. Please note that the pre-authorization may take 3-7 business days to be released by the bank.

4.5 Return the vehicle to the agreed rental location on or before the specified rental period mentioned in the Details.

4.6 Take care of our vehicle, ensuring its safety and security at all times.

4.7 Contact us immediately if a warning light or "check engine" light illuminates.

4.8 Inform us if you wish to change your vehicle return date, time, or location. We will try our best to accommodate your requests, but please be aware that this may result in Additional Charges for you.

5. YOU MUST NOT

5.1 Use the vehicle or permit its use in the following circumstances:

- (a) Beyond the scope of your authorised authority.
- (b) By any individual under the influence of alcohol, drugs, or prescribed medication.
- (c) Engage in races, speed tests, rallies, or any other competitive contests.
- (d) Contrary to any laws or bylaws in New Zealand.
- (e) Allow any person without a valid driver's license appropriate for the vehicle to operate it.
- (f) Push or tow another vehicle, except when the vehicle is equipped with a towbar, under the condition that:
 - (i) The item being towed is in a safe and roadworthy condition, compliant with relevant laws and regulations, and properly secured.
 - (ii) The weight and dimensions of the towed item do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide).
- (g) Transport any animals, except for 'disability assist dogs' as defined by the Dog Control Act 1996.
- (h) Intentionally or recklessly cause damage or loss to the vehicle.
- (i) Use incorrect fuel in the vehicle.
- (j) Smoke in the vehicle or allow any other individual to smoke in the vehicle.

6. You must not use the vehicle in the following locations:

- a. Any area not officially designated as a road.
- b. Non-commercial ski field roads.
- c. Beaches, including Ninety Mile Beach.
- d. Roads located north of Colville on the Coromandel Peninsula.
- e. Tasman Valley Road (Ball Hut access road) at Aoraki Mt Cook.
- f. Skippers Canyon Road near Queenstown.

7. INFRINGEMENT OFFENCES

7.1 If you commit an offense during the rental period, you are responsible for the fines and costs related to:

- (a) Speeding, parking, traffic infringements, or toll offenses.
- (b) Failure to comply with traffic signs or signals.
- (c) 'Freedom camping' offenses under the Freedom Camping Act 2011, such as violating local bylaws, improper disposal of rubbish, or failing to vacate an area when legally required.

7.2 If an offense is committed during the rental period:

- (a) You will be held liable for the costs associated with the offense, regardless of whether you were the driver at the time.
- (b) Within five working days of receiving notice of the offense, we will transfer liability for the ticket to you by providing your details to the relevant authority for direct communication with you.
- (c) You have the right to challenge, complain, inquire, or object to any ticket directly to the issuing organisation (such as the Police for speeding tickets or a tolling authority for unpaid road tolls).
- (d) You have the right to request a court hearing for any ticket, but you must make the request within 56 days of the ticket being issued or within 28 days of receiving a reminder notice.

7.3 If we receive a fine or infringement related to your rental, we will automatically deduct a \$95 administration fee from your credit/debit card or from the provided bond, or request payment at a later stage. Subsequently, we will transfer liability to the contract holder's name.

7.4 If we are unable to transfer liability for the ticket by providing your details to the relevant authority, we will charge your credit/debit card for the total amount of the fine or infringement, including the \$95 administration fee, and promptly remit the payment to the appropriate authority.

7.5 We reserve the right to disclose the details of any vehicle-related offense to the relevant authority or a debt collection agency if we deem it necessary.

7.6 You authorize us to charge the credit or debit card used for the bond payment for any traffic fines, penalties, or other charges incurred during the rental period.

(a) This includes, but is not limited to, speeding tickets, parking violations, toll charges, and other fines related to the use of the rental vehicle.

(b) These charges will be automatically applied without further notice.

7.7 By signing this agreement, you acknowledge that we have informed you about your rights and obligations regarding any ticket for which you may be held liable.

8. In the event of damage to the vehicle:

8.1 You must document the details of all other vehicles involved in an accident, including each driver's name, address, and contact telephone number.

8.2 You must not arrange for the recovery or repair of the vehicle and must promptly notify us of the damage. You agree to cooperate to minimize our losses and/or pursue legal action against any responsible party.

8.3 We provide 24/7 roadside assistance for our vehicles. You can reach us at 0800 694 737 or +64 3 244 9512. Please make sure you provide the Registration Number, Make, Model and Color of vehicle, Exact location of Vehicle and Nature of Breakdown. However, if the reason for the callout is due to your fault (e.g., running out of fuel, losing, or locking the keys in the vehicle, or changing a wheel due to a puncture), you will be responsible for the upfront cost of each callout. If the callout relates to a mechanical breakdown, we will refund the callout cost to you.

8.4 We may choose to provide you with a replacement vehicle for the remaining rental period, or we may decide, at our sole discretion, to terminate the rental due to the damage.

8.5 We are not liable for any costs you incur as a result of an accident or damage to the vehicle.

8.6 Before the rental period starts, you must pay the applicable Excess amount to us in advance which we will hold and will be refundable if vehicle is returned back at a reasonable acceptable condition.

8.7 We will obtain a repair quote for the vehicle.

8.8 If the repair cost is lower than the Excess you paid, we will refund the difference to you, minus an administration fee of up to \$295.

8.9 If you claim that a third party is responsible for the damage and the third party can be identified, we will pursue them through our insurance company. If the third party accepts liability, the total Excess will be refunded to you.

9. Please note:

If there has been a breach of clauses 5 and/or 6, you will not be covered by the damage protection described in clause 8.

You will be liable to us (or our insurance company, if applicable) damage up to \$50,000, as well as all third-party losses, related charges, and fees that resulted from the breach and contributed to the theft, damage, or third-party losses.

10. Insurance:

10.1 Unless there has been a breach of clauses 5 and/or 6 and subject to any exclusions mentioned in the details, you are:

(a) Indemnified for any liability you may have towards us for:

(i) Any damage to the vehicle or its spare parts.

(ii) Consequential losses, such as loss of revenue or other expenses we may incur, including towing and salvage costs associated with vehicle recovery.

10.2 You are indemnified up to \$10,000,000 for any liability you may have for damage to other people's property arising from the use of the vehicle.

10.3 You have the option to reduce the Excess amount by selecting the Premium or Standard cover options. The specific Excess amount and the additional daily rate depends on the hired vehicle, location, and rental duration. The Excess amount applicable to your rental is specified in the details.

10.4 We do not provide insurance coverage for any trailers or items towed by the vehicle, nor for the contents of such trailers or items.

The Insurance does not cover you (Renter/Hirer) in the event of THEFT during your rental hire period and you will be held responsible for 100% of the cost of vehicle to be paid back to company according to the sum insured or market value whichever is higher.

11. Privacy:

11.1 We collect and retain personal information about you, such as your name, contact details, driver's license information, copies of invoices, and our written correspondence with you.

11.2 We use this personal information for the purpose of providing vehicle rental and related services, including monitoring, reporting, and repairing damages, responding to accidents and incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management, marketing, and promoting safe driving in New Zealand.

11.3 We will adhere to our obligations under the Privacy Act 2020, which governs our rights to collect, use, and store such information.

11.4 We may be required to disclose your personal information to our insurers, service providers (including online platforms), authorities responsible for collecting fines and other road-related charges, police upon their request, credit reporting agencies, debt collection agencies, your credit or debit card provider in the event of payment default, and other parties involved in an accident with the rented vehicle.

11.5 You have the right to request a copy of any personal information we hold about you and request corrections if you believe it to be inaccurate. To obtain a copy of your information or request corrections, please contact us at info@queenstowncarrental.nz

Customer Name:

Customer License no:

Vehicle Rego no:

Customer Signature: