

# IN THIS AGREEMENT MADE BETWEEN THE OWNER AND THE HIRER IT IS AGREED AS FOLLOWS:

## VEHICLE DESCRIPTION

1. The owner will let and the hirer will take on hire of the vehicle

Make..... Registration .....

## PERSONS WHO MAY DRIVE VEHICLE

2. The vehicle may be driven during the period of hire only by the persons named in this agreement and only if they hold a current driver licence appropriate for the vehicle they are driving at the time.

## PAYMENT BY THE HIRER

3. In addition to the specific hire payment the hirer shall pay to the owner on termination of the hire a distance charge of 50c per kilometre over the included 50km/day limit.

4. The hirer shall pay for all petrol in the vehicle during the period.

## HIRER'S OBLIGATIONS

5. The hirer shall ensure that:

- The tyres are maintained to the proper pressure
  - Only 96 octane "Premium" fuel is put into the vehicle
  - The vehicle is returned in a clean and tidy condition
6. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is securely locked when not in use.

## INSURANCE

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

8. The hirer is liable in respect of the first \$.....of damage or loss referred to the insurance cover unless the vehicle is driven in a reckless and dangerous manner whereupon the insurance is voided and the hirer will be liable for an unlimited amount of damage or loss. Hirers under the age of 21 years cannot be eligible for insurance cover. If a replacement vehicle is required for any reason, then any cost for the relocation will be at the hirers expense.

## EXCLUSIONS

9. The indemnities referred to above shall not apply where the damage, injury or loss arises where:

- The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.
- The vehicle is in an unsafe or unroadworthy 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 unroadworthy condition of the vehicle.
- The vehicle is operated in any race, speed test, rally, contest, or on any beach or unsealed road.
- The hirer is not a body corporate or department of state and the vehicle is not driven by any person named above.
- The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle.
- The vehicle is wilfully or recklessly damaged by the hirer or any person named on the front of this agreement or driving the vehicle under the authority of the hirer, or is lost as a result of wilful or reckless behaviour of any such person.
- In the event that the driver is charged with an offence as a result of an accident, then the hirers liability becomes unlimited, although this is at the discretion of Island Scoot depending on the offence.
- Where the hirer or driver has caused damage or injury by driving on the incorrect side of the road.
- The vehicle is operated outside the term of the hire or any agreed extension of that term.

10. It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act shall apply with respect to the above exclusions as if this clause constituted a contract of the insurance. The hirer acknowledges that he/ she is aware of the exclusions, by the signature on the front of this form.

## HIRERS LIABILITY

The hirer acknowledges that he/she is liable for damages or loss to the extent indicated in clause 8. This does not apply to damage or loss resulting from a fire or from the theft or conversion or attempted theft or conversion of the vehicle.

Rejection of insurance

11. The hirer must prove adequate insurance cover before rejection of insurance will be accepted by the owner.

11a. The hirer accepts that the vehicle is hired at his or her own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts liability to the owner for any loss or damage to the vehicle and consequential loss.

11b. The hirer accepts that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

## OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe and roadworthy condition.

13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the hirer.

**NOTE** – by virtue of clause 4 of this agreement the cost of petrol used during the term of this hire is the responsibility of the hirer.

## MECHANICAL REPAIRS AND ACCIDENTS

14. If the vehicle is damaged or requires repairs or salvage whether because of an accident or breakdown, the hirer shall advise the owner or his or her agent of the full circumstances by telephone as soon as possible.

14a. The owner shall be permitted to have 48 hours in which to repair or replace the vehicle.

15. The hirer shall not arrange or undertake any repairs or salvage without authority of the owner except to the extent that repairs are necessary to prevent further damage to the vehicle or other property.

16. 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, transmission, braking or suspension system of the vehicle.

17. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of hire.

## USE OF THE VEHICLE

18. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward.

19. The hirer shall not:

- Sublet or hire the vehicle to another person.
- Permit the vehicle to be used by any other persons.
- Operate the vehicle in circumstances that constitute an offence by the driver against Section 58 of the Transport Act 1962 (which relates to driving or attempting to drive by 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, contest or to propel or tow any other vehicle.
- 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 relating to road traffic.
- Operate a moped or permit it to be operated for the transport of other passengers or more than two passengers for motorcycles.
- Drive or permit the vehicle to be driven by any person not holding a current driver licence appropriate for the vehicle.

## RETURN OF THE VEHICLE

20. The hirer, at or before the expiry of the term of hire, shall deliver the vehicle to the owner or his agent at the address detailed in the agreement or obtain the consent of the owner to the continuation of the hire.

20a. Should the hirer return the vehicle earlier than stated on the agreement no refund will be given.

20b. Should the hirer return the vehicle later than stated on the agreement then late fees of 10% and additional hire fees will apply.

## IMMEDIATE RETURN OF THE VEHICLE WHERE DEFAULT OR DAMAGE OCCURS

21. The owner shall be given 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 other rights of the owner and the rights of the hirer under this agreement or otherwise.

## TRAFFIC OFFENCES

22. The hirer is advised that Section 9.5 (1) of the Land Transport Rule. Operator Licensing 2007 permits the operator to debit the hirers credit card for any infringement fee where the offence was committed during the period of hire and was a speeding offence, a toll offence, or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment, or an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or an offence against part 6 of the Land Transport (Road User) Rule 2004.

The operator may also charge an administration fee of \$30 in addition to the traffic offence charge.

23. The hirer is advised that should the operator decide to debit their credit card for an infringement fee, the hirer has the right to:

- (a) receive a copy of the infringement notice and any other reminder notice as soon as practicable after it is received by the operator;
- (b) challenge, complain about, query or object to the alleged offence to the issuing enforcement authority;
- (c) seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days for the date of issue of the reminder notice); and dispute the matter with the credit card issuer.

**NOTE TO HIRER: YOU MUST KEEP A COPY OF THE AGREEMENT. A COPY MUST BE KEPT AVAILABLE THROUGHOUT THE TERM OF HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE LAND TRANSPORT SAFETY AUTHORITY.**

# ISLAND SCOOT RENTAL AGREEMENT

RENTAL AGREEMENT NO. \_\_\_\_\_

From Time \_\_\_\_\_ Date / / To Time \_\_\_\_\_

Date / /

## HIRER DETAILS

Name .....

Address.....

.....

.....

Date of Birth .....

Phone No.....

Email.....

Hirers Licence No.....

Issued By .....

Date Issued .....

Expiry Date .....

## BILLING DETAILS

Credit Card Type .....

Name on Card.....

Card Number .....

Expiry Date .....

## BIKE DETAILS

Make.....

Registration .....

Km at Hire.....

Helmet	Km	Key
Oil	Extras	Others

## DAMAGE

Left



Right



.....  
.....  
.....  
.....

The hirer agrees to be bound by and accepts the terms and conditions of hire set out in this agreement.

The hirer declares that he/she is 21 years of age or older, has read and fully understands the terms and conditions of the agreement.

**THE HIRERS ATTENTION IS SPECIFICALLY DRAWN TO THE REVERSE HEROF, WHICH FORMS PART OF THE CONTRACT. IN PARTICULAR THE HIRER SHOULD CAREFULLY READ CLAUSES RELATING TO INSURANCE AND LIABILITY.**

Where credit card or charge account appears in this agreement the hirer authorises the owner to charge all amounts due under this agreement to that credit card or bank account. The hirer is aware of all the conditions on the reverse side of this agreement.

Signature of Hirer .....

## ISLAND SCOOT

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