

## RENTAL AGREEMENT

### TERMS AND CONDITIONS

This Rental Agreement sets out the terms and conditions on which NZ Sports Car Rentals Limited, trading as Ignition, agrees to rent a motor vehicle to the Hirer recorded in the hire schedule.

NZ Sports Car Rentals and the Hirer agree as follows:

#### Definitions:

Unless the context otherwise provides:

“Authorised Drivers” means the Hirer and any other authorised person permitted to drive or control the Motor Vehicle as approved by NZ Sports Car Rentals and recorded as an authorised person on the hire schedule;

“Damage Administration Fee” means the damage administration fee of \$75.00 applied towards the processing of all damage claims;

“Delivery or Pickup Fee” means the fee charged to the Hirer to deliver or pick up the Motor Vehicle specified on the hire schedule;

“Delivery or Pickup Location” means the delivery and pick up location of the Motor Vehicle specified on the hire schedule;

“Deposit” means the amount payable to secure a booking for the Motor Vehicle;

“Distance Charge” means the fees charged by NZ Sports Car Rentals to the Hirer for exceeding the number of kilometres permitted for the hire as specified on the hire schedule;

“Excess” means the excess charges payable to the insurance company for insurance purposes;

“GST” means Goods and Services Tax as defined in the Goods and Services Tax Act 1985;

“Hirer” means the person or company recorded in the hire schedule;

“Hire Charge” means the cost of hiring the Motor Vehicle and any accessories excluding GST;

“Hire End Date” means the date in which the Hire Period expires as specified on the hire schedule;

“Hire End Time” means the finishing time of the Hire Period specified in the Hire schedule;

“Hire Period” means the time period in which the Hirer has agreed to hire the Motor Vehicle as recorded and signed in the hire schedule;

“Hire Start Time” means the starting time of the Hire Period specified in the hire schedule;

“Ignition” means the trading name of NZ Sports Car Rentals Limited;

“Motor Vehicle” means any motor vehicle rented or otherwise provided to the Hirer by NZ Sports Car Rentals;

“NZ Sports Car Rentals Limited” means the duly incorporated company (5799737) trading as Ignition and referred to in this Rental Agreement as NZ Sports Car Rentals;

“Return Destination” means the return destination as agreed between the Hirer and NZ Sports Car Rentals and recorded in the hire schedule;

“Return Time” means the exact time in which the Motor Vehicle is returned to the Return Destination as recorded in the hire schedule;

“Security Bond” means the bond payable by the Hirer for the Motor Vehicle as specified in the hire schedule;

“Hire schedule” means the particulars recorded for the hire as agreed between the Hirer and NZ Sports Car Rentals.

### VEHICLE DESCRIPTION

1. NZ Sports Car Rentals will rent to the Hirer the Motor Vehicle described in the hire schedule.

### HIRE TERM

2. The Hirer shall rent the Motor Vehicle for the Hire Period specified in the Hire schedule.
3. The Hirer will return the Motor Vehicle to the place and at the time specified in the Hire schedule.

4. Should the Hirer wish to return the Motor Vehicle to a place and at a time that varies from that recorded on the Hire schedule the Hirer shall contact NZ Sports Car Rentals immediately to arrange alternative arrangements for return of the Motor Vehicle. The Hirer shall be responsible for all additional charges and expenses incurred in varying the Hire Period and Return Destination.
5. Should the Hirer return the Motor Vehicle past the expiry time and/or date of the Hire Period, the Hirer shall be responsible for all additional charges and expenses incurred because of the late return of the Motor Vehicle.
6. The Motor Vehicle is deemed to have been returned to NZ Sports Car Rentals when the keys for the Motor Vehicle have been received by NZ Sports Car Rentals and the Hire schedule signed off by NZ Sports Car Rentals.
7. Should the Hirer cancel a reservation for a Motor Vehicle prior to the start of the Hire Period, the Hirer shall:
  - (a) not be liable for any cancellation fees if the reservation is cancelled no less than thirty (30) days prior to the starting time of the Hire Period (time being of the essence);
  - (b) be liable to pay a cancellation fee of 25% of the Hire Charge if the reservation is cancelled less than thirty (30) days but more than fourteen (14) days prior to the starting time of the Hire Period (time being of the essence);
  - (c) be liable to pay a cancellation fee of 50% of the Hire Charge if the reservation is cancelled less than fourteen (14) days but more than forty eight (48) hours prior to the starting time of the Hire Period (time being of the essence);
  - (d) be liable to pay a cancellation fee of 100% of the Hire Charge if the reservation is cancelled less than forty eight (48) hours prior to the starting time of the Hire Period or the hire is not cancelled, and the Hirer does not continue with the hire of the Motor Vehicle for any reason what so ever.

### AUTHORISED DRIVERS

8. During the Hire Period, the Motor Vehicle may only be driven by:
  - (a) the Hirer; and
  - (b) one additional Authorised Driver specified in the Hire schedule.
9. The Hirer and any additional Authorised Driver warrant and undertaking with NZ Sports Car Rentals that at the time of entering into this Rental Agreement, each party:
  - (a) is the minimum age specified for the particular Motor Vehicle as specified in the Hire schedule; or
  - (b) is twenty-five (25) years of age if no age is specified on the Hire schedule,
  - (c) is under the maximum age specified for the particular Motor Vehicle as specified in the Hire schedule;
  - (d) hold a full and valid driver’s licence issued from their country of residence and appropriate for the Motor Vehicle. The Hirer and any additional Authorised Drivers must have held a full and valid driver’s licence for a minimum of five (5) years immediately preceding the Hire Period.
  - (e) if the driver’s licence is not in English, in addition to the driver’s license the Hirer and any additional Authorised Driver must hold either:
    - (i) an International Driver’s licence; or
    - (ii) in the case of Chinese residents, a China Notarial Certificate (CNC),
  - (f) the Hirer and any additional Authorised Driver must carry all relevant driver’s licences and any other necessary documentation is set out in clause (e) above (or any other document specified

- in the Hire schedule) at all times whilst driving or controlling the Motor Vehicle;
- (g) does not suffer from any physical or mental condition which may interfere with their driving ability;
  - (h) has not in the last two (2) years been found guilty of a motoring offence resulting in imprisonment and/or suspended from driving for more than one (1) month; and
  - (i) has not in the last two (2) years been found guilty of any offences involving dishonesty or fraudulent practices.

#### **HIRE CHARGES**

10. The Hirer shall pay the Hire Charge as specified in the Hire schedule.
11. Unless otherwise specified in the Hire schedule, the Hire Charge is calculated on a 'per day' basis where each hire day consists of a consecutive 24 hour period. The first hire day commences at the Hire Start Time specified in the Hire schedule.
12. At the time a reservation for a Motor Vehicle is submitted, the Hirer must:
  - (a) pay a non-refundable Deposit;
  - (b) provide NZ Sports Car Rentals with valid MasterCard, Visa or American Express credit card details and authorise NZ Sports Car Rentals to place a hold on funds for the Deposit, Security Bond, Excess, the hire charges as specified in the Hire schedule and any other charges payable pursuant to this Rental Service Agreement. Surcharge and transactional fees may apply
13. The Deposit payable shall be determined as follows and
  - (a) 25% of the hire charge for the minimum Hire Period; or
  - (b) 10% of the total hire charge for the agreed Hire Period;
 whichever is the larger.
14. The Hirer must return the Motor Vehicle by the Hire End Time on the Hire End Date as specified in the Hire schedule. NZ Sports Car Rentals will allow a 30 minute grace period from the Hire End Time in which the Hirer can return the Motor Vehicle without incurring further hire charges.
15. Should the Hirer not return the Motor Vehicle on the Hire End Date and by the Hire End Time, the Hirer will be liable to pay a hire charge for each additional day of hire of the Motor Vehicle. Each additional day will be calculated from the Hire End Time to the Return Time.
17. The Hirer is welcome to return the Motor Vehicle prior to the Hire End Time however the Hirer will remain liable to pay the hire charge for each day the Hirer has agreed to hire the Motor Vehicle as specified in the Hire schedule.
18. The Hirer must comply with all terms and conditions attached to any special hire rates or promotional campaigns including reduction of agreed kilometre limits.
19. If the Hirer exceeds any maximum travel distance specified in the Hire schedule, the Hirer will pay a Distance Charge at the rate specified in the Hire schedule or \$1 per kilometre if no rate is specified.

#### **FUEL**

20. NZ Sports Car Rentals will ensure that all Motor Vehicles have a full tank of fuel at the Hire Start Time.
21. The Hirer will pay for all petrol or other fuel (but not oil) used in the Motor Vehicle during the Hire Period. The Hirer must refuel the Motor Vehicle with the grade of fuel specified in the Hire schedule. Most Vehicles require 98 Octane Petrol, where 98 Octane is not available, 95 Octane Petrol may be used.
22. The Hirer must ensure the Motor Vehicle is returned to the Return Destination with the full tank of fuel at the expiry of the Hire Period.

23. If the Hirer does not to refuel the Motor Vehicle prior to return, NZ Sports Car Rentals Ltd will refuel the Motor Vehicle and charge the Hirer for the cost of the fuel at the rate described in the Hire schedule and shall be permitted to charge a service charge of \$20.00.

#### **DELIVERY AND PICKUP LOCATION AND FEES**

24. If agreed, NZ Sports Car Rentals may deliver the Motor Vehicle to or pick-up the Motor Vehicle from the Hirer's delivery or pick up location and for the Delivery or Pickup Fee as specified in the Hire schedule.
25. Unless otherwise agreed in writing, if the Motor Vehicle is not returned to the correct Return Destination as specified in the Hire schedule, the Hirer shall pay an additional fee of up to \$2,000 plus GST for collection of the Motor Vehicle.

#### **ROAD TOLLS**

26. The Hirer will pay all road tolls charged for the Motor Vehicle during the Hire Period.
27. The Hirer will pay any infringement notices received from any Local Authority or Road Patrol in relation to the Hirer's use of the Motor Vehicle during the Hire Period.

#### **LOST OR DAMAGED KEYS**

28. The Hirer will be liable for the cost of replacing any key not returned with the Motor Vehicle and/or any replacement key provided to the Hirer (including the delivery charges).
29. Should the Hirer return a damaged key to the Motor Vehicle, the Hirer will be liable for the cost of a replacement key.

#### **CLEANING**

30. The Hirer must return the Motor Vehicle in the same clean and tidy condition it was received at the commencement of the Hire Period.
31. NZ Sports Car Rentals may charge the Hirer up to \$500.00 for the cost of cleaning the Motor Vehicle's interior if the Motor Vehicle is returned in a condition requiring additional cleaning and deodorising in excess of the cleaning usually required. This includes, but is not limited to, cleaning and/or deodorising necessitated by spillage of fluids, food, vomit, stains, smoke, unpleasant odours and animal hair.
32. The hirer must not clean the Motor vehicle using any machine operated car wash.

#### **UNPAID MONIES AND ENFORCEMENT**

33. The Hirer shall pay interest on all unpaid moneys pursuant to this Rental Service Agreement calculated at the rate of 10% above the interest rate payable by NZ Sports Car Rentals to its bankers for overdraft accommodation, on a daily basis from the due date for payment to the date payment is received.
34. All costs of enforcement and collection incurred by NZ Sports Car Rentals pursuant to this Rental Service Agreement are payable by the Hirer (including but not limited to legal costs).
35. At the expiry of the Hire Period, the Hirer shall pay any applicable additional charges payable in accordance with this Rental Services Agreement. Such charges may include, but are not limited to the following:
  - (a) late return of the Vehicle;
  - (b) fuel;
  - (c) delivery or pick up of the Motor Vehicle;
  - (d) Distance Charges;
  - (e) Road tolls and Infringement Notices;
  - (f) key replacement;
  - (g) Motor Vehicle relocation;
  - (h) cleaning and/or deodorising the Motor Vehicle;
  - (i) surcharges applicable for age restrictions;
  - (j) credit card transaction fee surcharges;
  - (k) interest on unpaid monies;

- (l) enforcement and collection costs;
- (m) charges relating to damage to or repair of the Motor Vehicle;
- (n) the administration fees specified in this Rental Service Agreement;
- (o) Legal costs incurred as a result any breach what so ever of this Rental Service Agreement.

#### **SECURITY BOND**

- 36. Prior to the commencement of the Hire Period, the Hirer shall pay NZ Sports Car Rentals a Security Bond as specified in the Hire schedule.
- 37. The Security Bond will act as the insurance excess in the event of any accident or damage occurring.
- 38. Subject to the payment of any hire charges and any other amounts payable under this Rental Service Agreement, the Security Bond shall be refunded to the Hirer at the expiry of the Hire Period otherwise the Security Bond will be applied in payment of the hire charges and any other amounts payable under this Rental Service Agreement.

#### **PAYMENT**

- 39. NZ Sports Car Rentals will deduct all charges due and payable pursuant to this Rental Service Agreement from the Hirer's credit card at the start of the Hire Period. Alternatively, the Hirer may pay by cash or debit card rather than credit card
- 40. The Hirer expressly and irrevocably authorises NZ Sports Car Rentals to deduct all charges determined by NZ Sports Car Rentals in its sole discretion to be payable under this Rental Service Agreement from the Hirer's credit card and such authority shall not be revoked without the prior written approval of NZ Sports Car Rentals.
- 41. The Hirer agrees that in the event of a dispute arising as to whether an appropriately charge has been made to the Hirer's credit card, the Hirer will not seek to have the charge on the Hirer's credit card reversed but will contact NZ Sports Car Rentals directly to discuss whether the charge has been applied in error.

#### **HIRER'S OBLIGATIONS**

- 42. The Hirer will ensure that:
  - (a) all reasonable care is taken in handling and parking the Motor Vehicle;
  - (b) the Motor Vehicle is left securely locked when unattended and with no valuables in view (including any navigation equipment);
  - (c) the water in the radiator and battery and the oil and coolant in the Motor Vehicle are maintained at the proper level;
  - (d) no person interferes with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, or suspension systems of the Motor Vehicle;
  - (e) the tyres are maintained at the correct pressure;
  - (f) any traction control systems in the Motor Vehicle are left engaged including, but not limited to ABS, PSM, ASR CST, EDC and/or DSC, and no launch control systems in the Motor Vehicle are activated; and
  - (g) no person interferes with the GPS tracking or other security devices fitted to the Motor Vehicle. Data from such security devices may be supplied to relevant authorities in the event of any disputes.
- 43. If any warning light in the Vehicle is activated, the Hirer must stop driving as soon as is safely possible and:
  - (a) refer to the manual in the glove box of the Motor Vehicle and follow the instructions in the manual; and
  - (b) if the Hirer is unable to solve the problem, they must attempt to contact NZ Sports Car rentals and then telephone AA Roadservice on 0800 734 543

or \*222 from a mobile quoting the vehicle registration number.

- 44. If the Motor Vehicle is damaged in any way, the Hirer must, as soon as practicable, advise NZ Sports Car Rentals and telephone AA Roadservice on 0800 734 543 or \*222 from a mobile quoting the vehicle registration number.

#### **NZ SPORTS CAR RENTALS LTD TRADING AS IGNITION 'S OBLIGATIONS**

- 45. NZ Sports Car Rentals will supply the Motor Vehicle in a safe and roadworthy condition, up to current warrantable standard<sup>33</sup>. NZ Sports Car Rentals is responsible for all costs of running the Motor Vehicle during the Hire Period except to the extent that those costs are payable by the Hirer under this Rental Service Agreement.
- 46. Vehicles hired by NZ Sports Car Rentals are specialist and/ or rare motor vehicles and there may be occasions where the reserved Motor Vehicle is not available due to maintenance or other repairs. NZ Sports Car Rentals will seek to offer an alternative Motor Vehicle to the Hirer but cannot guarantee a similar Motor Vehicle. The Hirer may in their sole discretion reject the offer of any alternative Motor Vehicle and NZ Sports Car Rentals will accordingly refund all amounts paid by the Hirer for the hire of the reserved vehicle.

#### **ACCIDENT AND VEHICLE REPAIRS**

- 47. NZ Sports Car Rentals offers an emergency assistance service which is provided by AA Roadservice. The terms of such service are set out on AA Roadservice's website <http://www.aa.co.nz/site-info/terms-and-conditions/membership/rental-care/> or are available on request from NZ Sports Car Rentals.
- 48. If there is an accident involving the Motor Vehicle or the Motor Vehicle breaks down or requires repair or salvage (regardless of cause) the Hirer shall telephone NZ Sports Car Rentals in the first instance. If unavailable or unable to assist the hirer shall then call AA Roadservice on 0800 734 543 or \*222 from a mobile immediately and follow the operator's instructions with respect to the Motor Vehicle.
- 49. The Hirer shall not arrange or undertake any repairs or salvage the Motor Vehicle without NZ Sports Car Rentals' specific authority (including, but not limited to, purchasing replacement tyres) except to the extent that the repairs or salvage are necessary to prevent further damage to the Motor Vehicle or to other property.
- 50. If the Motor Vehicle requires repair or salvage, NZ Sports Car Rentals may, at its sole discretion and without incurring any liability to the Hirer:
  - (a) elect to provide the Hirer with a replacement Motor Vehicle (which may not be the same make or class as the original Motor Vehicle) within a reasonable timeframe, considering the availability of other rental Motor Vehicles and the Hirer's location; or
  - (b) elect not to provide the Hirer with a replacement Motor Vehicle and cancel this Rental Service Agreement in accordance with cancellations provisions provided in this Rental Service Agreement.

#### **LIABILITY**

- 51. The Hirer is liable for:
  - (a) any loss or damage to the Motor Vehicle, its accessories, keys, manuals and spare parts arising during the Hire Period;
  - (b) any loss of, or damage to, motor vehicles and property of third parties during the Hire Period arising out of or in connection with the use or misuse of the Motor Vehicle;
  - (c) any consequential damage, loss or costs, including salvage costs, loss of ability to re-hire and loss of

revenue, incurred by NZ Sports Car Rentals in connection with the Hirer's use or misuse of the Motor Vehicle (however that loss, cost or damage may have been caused); and

- (d) any loss or damage to the Motor Vehicle because of any excessive wear of tyres, clutches or other mechanical components (which is not considered fair wear and tear). Deliberate and excessive loss of traction can be monitored and may result in the Hirer being charged for the cost of replacing worn components.
52. The Hirer agrees to release and indemnify NZ Sports Car Rentals in all respects against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer may suffer or incur or become liable for because of the use or misuse of the Motor Vehicle.

#### **INSURANCE**

53. Motor Vehicle insurance is offered by NZ Sports Car Rentals however the Hirer may make their own insurance arrangements provided such arrangements are approved by NZ Sports Car Rentals. If NZ Sports Car Rentals Ltd is not satisfied that the Hirer's insurance is comparable with NZ Sports Car Rentals insurance cover, NZ Sports Car Rentals may decline to hire the Motor Vehicle to the Hirer.
54. If the Hirer elects to use NZ Sports Car Rentals insurance, any person recorded in this Rental Service Agreement or Hire schedule as an additional Authorised Driver permitted to drive the Motor Vehicle is (subject to the damage administration fee any excess payable by the Hirer and the insurance exclusions):
- (a) indemnified in respect of any liability they may have to NZ Sports Car Rentals in respect of:
- (i) loss of or damage to the Motor Vehicle and its accessories and its spare parts; and
- (ii) any consequential loss of revenue of other expenses of NZ Sports Car Rentals, including towing and salvage costs associated with the recovery of the Motor Vehicle and its accessories and spare parts; and
- (b) indemnified in respect of any liability they may have for damage caused to any property (including injury to any animal) belonging to a third party rising because of use of the Motor Vehicle.
55. Should the Hirer wish to use NZ Sports Car Rentals insurance:
- (a) the insurance premium is included in the hire charge;
- (b) the Excess payable as specified in the Hire schedule at the commencement of the Hire Period. The Excess cannot be reduced by the Hirer;
- (c) the Hirer acknowledges that they will be liable for all damages, loss and costs up to the amount of the Excess, and that the Excess can be applied against each and every incident involving the Motor Vehicle during the Hire Period;
- (d) an additional Damage Administration Fee of \$75.00 will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the Hirer elects to use NZ Sports Car Rentals insurance or has their own insurance in place. This fee may be refunded or waived at the sole discretion of NZ Sports Car Rentals.
56. If any event occurs, the Hirer may elect to pay the cost of repair or replacement rather than claim on NZ Sports Car Rentals insurance for such event in which case NZ Sports Car Rentals will deduct the cost(s) from the Excess held and refund the balance of the Excess to the Hirer.

#### **INSURANCE EXCLUSIONS**

57. The Hirer acknowledges and accepts that NZ Sports Car Rentals own insurance will not apply in the following circumstances:
- (a) where the driver of the Motor Vehicle is under the influence of alcohol or any drug that affects their ability to drive or control the Motor Vehicle;
- (b) where the Motor Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, 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 Motor Vehicle;
- (c) where the Motor Vehicle is operated in any race, speed test, rally or contest or any practice run prior to such an event or is operated on a race or rally track, drag strip or airfield;
- (d) where the Hirer is not a body corporate or government department and the Vehicle is driven by any person other than the Hirer or any person named in this Rental Service Agreement as a person permitted to drive the Vehicle;
- (e) where the Motor Vehicle is driven by any other person who is not an additional Authorised Driver, disqualified from holding a driver's licence appropriate for that Motor Vehicle or is otherwise an unlicensed person or has been disqualified from driving at any time within the two year period immediately preceding the Hire Period;
- (f) where the Motor Vehicle is wilfully or recklessly damaged by the Hirer or any additional Authorised Driver, or driving the Motor Vehicle under the authority of the Hirer, or is lost because of the wilful or reckless behaviour of the Hirer any additional Authorised Driver;
- (g) where the Motor Vehicle is operated, driven or controlled outside the terms and conditions of this Rental Service Agreement;
- (h) where the driver of the Motor Vehicle is convicted of committing a traffic offence that occurred while driving the Motor Vehicle;
- (i) at any time when the driver of the Motor Vehicle fails to stop or remain at the scene following an accident where required to do so by law;
- (j) to any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;
- (k) to any wear and tear to the Motor Vehicle;
- (l) to any liability for damage caused by vibration or the weight of the Motor Vehicle or its load to any:
- (i) bridge or viaduct;
- (ii) road or anything beneath a road;
- (iii) underground pipe line or cable; or
- (iv) other underground installation, provided that the limit of liability in each of these circumstances will be \$1,000,000;
- (m) at any time when the Motor Vehicle was operated beyond the Hire Period or any agreed extension of the Hire Period, or at any other time or in any other circumstances as notified by NZ Sports Car Rentals to the Hirer;
- (n) where the Motor Vehicle is driven off-road and/or on roads other than tar seal or on any beach, driveway, ski field access roads or surface likely to damage the Motor Vehicle, or is driven on Coronet Peak access road (Queenstown), Remarkables access road (Queenstown), Moke Lake road (Queenstown), Cardrona access road (Wanaka), Glenorchy – Paradise road (Glenorchy); or
- (o) where any type or grade of fuel or any other substance that is not specified as appropriate for the Motor Vehicle by NZ Sports Car Rentals or the

- Motor Vehicle's manufacturer is injected or placed into the Motor Vehicle's fuel tank; or
- (p) when the Hirer is testing the Motor Vehicle's reliability or speed or teaching a third party to drive.
- (q) where the damage loss and costs are not covered by NZ Sports Car Rentals insurance
58. The parties agree that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the above exclusions as if this clause constituted a contract of insurance.

#### **HIRER'S OWN INSURANCE**

59. Should the Hirer elect to use their own insurance, then the Hirer accepts all liability for all losses, costs and damages associated with any loss or damage to the Motor Vehicle, property or person.

#### **CANCELLATION**

60. NZ Sports Car Rentals may cancel this Rental Service Agreement and take immediate possession of the Motor Vehicle if the Hirer fails to comply with any of the terms of the Rental Service Agreement, or if the Motor Vehicle is involved in an accident, breaks down or requires repair or salvage.
61. Cancellation of this Rental Service Agreement shall be without prejudice to the rights of NZ Sports Car Rentals and the obligations of the Hirer under the Rental Service Agreement. In particular, the Hirer will remain liable for all hire and additional charges payable under this Rental Services Agreement.

#### **USE OF THE VEHICLE**

62. The Hirer must not:
- (a) use or allow the Motor Vehicle to be used for the transport of passengers for hire or reward unless the Motor Vehicle is hired with NZ Sports Car Rental knowledge for use as a passenger service pursuant to Part 4A of the Land Transport Act 1998.
- (b) sub-rent or hire the Motor Vehicle to any other person;
- (c) allow the Motor Vehicle to be operated outside the terms of this Rental Service Agreement;
- (d) operate the Motor Vehicle, or allow it to be operated in circumstances that constitute an offence against section 56, 57, or 58 of the Land Transport Act 1998;
- (e) operate the Motor Vehicle or allow it to be operated in a race, speed test, rally or contest or any practice run prior to such an event, or on any race or rally track, drag strip or airfield;
- (f) operate the Motor Vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Transport Act 1962, Land Transport (Road User) Rules 2004 or any other Act, regulations, rules, or bylaws relating to road use in New Zealand;
- (g) operate the Motor Vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the Motor Vehicle;
- (h) drive or allow the Motor Vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a full current driver's licence appropriate for the Motor Vehicle;
- (i) drive or allow the Motor Vehicle to be driven off-road or on any of the roads listed in Insurance Exclusions above. For the purposes of this Rental Service Agreement, "off-road" includes, but is not limited to, any beach, dirt track, river bed, ski field access road or an area likely to damage the Vehicle;

- (j) allow the Motor Vehicle to be driven by any person who is not named or described in the Rental Service Agreement as a person permitted to drive the Motor Vehicle;
- (k) operate the Motor Vehicle or allow it to be operated to propel or tow any other vehicle;
- (l) transport any animal in the Motor Vehicle with the exception of guide dogs;
- (m) operate or allow the Motor Vehicle to be used in relations to any illegal activity;
- (n) allow any person to smoke in the Motor Vehicle;
- (o) operate the Motor Vehicle in such a way that causes excessive loss of traction.

#### **HIRER'S LIABILITY FOR INFRINGEMENT FEES**

63. The Hirer shall pay all penalties incurred during the Hire Period related to traffic and/or parking offences, including infringement fines for speeding offences, failure to comply with traffic signals, toll offences, parking violations and vehicle clamping fees issued by any third party.
64. NZ Sports Car Rentals may charge an infringement fee to the Hirer's credit card for any traffic/parking offence committed during the Hire Period.
65. NZ Sports Car Rentals may also charge an administration fee of \$50.00 to the Hirer's credit card to cover the cost of:
- (a) debiting the Hirer's credit card; and/or
- (b) processing and sending to the Hirer notices relating to traffic and/or parking offences.
66. NZ Sports Car Rentals undertakes that in the event of receiving a notice of any traffic or parking offence, to send a copy of the infringement notice and a copy of any reminder notice to the Hirer as soon as is practicable.
67. The Hirer authorises NZ Sports Car Rentals to provide all necessary information to the relevant issuing enforcement authority for such notices to be directed to the Hirer.
68. The Hirer may challenge, complain about, query or object to the alleged offence to the relevant issuing enforcement authority, and may seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).