

# BILLION RENTAL LIMITED TRADING AS BRILLIANT RENTALS

## TERMS AND CONDITIONS

### 1. PARTIES

- 1.1 This Agreement sets out the terms and conditions of vehicle hire entered into between the person taking possession of the vehicle and the person making the payment for the hire (hereinafter jointly and severally referred to as "the Hirer/s") and "Billion Rental Limited trading as Brilliant Rentals" hereinafter referred to as "*the Owner*".

### 2. VEHICLE DESCRIPTION

- 2.1 "*The Owner*" will allow, and "*the Hirer*" will take on the hire of the vehicle detailed on the Application Form. This and any other vehicle provided is hereinafter referred to as "*the Vehicle*".

### 3. AUTHORISED DRIVERS

- 3.1 Only those persons named on the Application Form shall be permitted to drive any of the vehicles supplied under this Agreement and as specified in the Application Form, and then only if those persons hold a current full (non-probationary) drivers licence appropriate for the vehicle and for New Zealand driving, at the time that they are driving the vehicle. The minimum age for drivers is 25 years (unless otherwise agreed by The Owner).

### 4. TERMS OF THE HIRE AND VEHICLE CHARGES

- 4.1 The Owner agrees to provide, and the Hirer agrees to purchase the car rental services as set out in the Owner's provided quotation and Application Form at the time.
- 4.2 The hire will terminate when the vehicle is returned to the rental location specified in the signed Application Form and checked by Owner upon its return. Any unauthorised late return will attract a surcharge as stipulated and/or disclosed by the Owner at the time.
- 4.3 Please contact the Owner prior to the expiry of the hire and/or if you wish to extend your rental to check if that may be practically possible. Vehicle hire charges are non-refundable and non-transferable. In the event that the Hirer cancels or voids the hired period, or returns the vehicle earlier than stated in the Application Form and this Agreement, no refund applies.

### 5. OTHER PRODUCTS AND SERVICES

- 5.1 The Owner agrees to arrange and the Hirer agrees to purchase any additional products and services as specified on the Application Form and this Agreement at the start of the hire.

### 6. TOTAL CHARGES FOR VEHICLE HIRE AND OTHER PRODUCTS AND SERVICES (INCLUDING GST):

- 6.1 The Hirer is responsible for the correct fitting and use of any accessories supplied. The Hirer is fully liable for the full replacement cost up to the Owner's Insurance Excess, in the event that any of the accessories specified in the Application Form are lost, stolen or damaged.

### 7. ACCEPTANCE OF RENTAL TERMS & CONDITIONS AGREEMENT

- 7.1 The Hirer agrees to be bound by all of the terms and conditions of hire. The Hirer acknowledges that they are fully liable for any excess owing due to damage of the hired vehicle irrespective of who caused the fault (unless otherwise stated by the Owner).
- 7.2 The Hirer agrees for their presented credit card and/or payment details in the Application Form for withholding of a Bond for the hire by the Owner, and that the Owner is irrevocably authorised

to charge the Hirer for any actual or consequential liability arising out of the hire. The payment maker, and the Hirer, are jointly and severally liable under the terms of this Agreement and their hire.

## 8. USE OF THE VEHICLE

8.1 Only permit Authorised Drivers to drive the vehicle, at the Owner's discretion; however the Hirer remain liable for fulfilling the Hirer's obligations and for any acts or omissions of any Authorised Driver under this Agreement;

8.2 The Owner may:

- a. Take the vehicle from the Hirer if the Hirer breach this Agreement, and the Hirer must pay all costs incurred by the Owner to recover the vehicle;
- b. Cancel the Agreement at any time if, in the Owner's opinion, the Hirer or their driving creates a real risk of danger to other people or property, and the Hirer must pay all the cost incurred by the Owner to recover the vehicle; and
- c. Recover any costs from the Hirer that the Owner incurs to reclaim any money owed to the Owner;
- d. Terminate the Agreement if Brilliant Rentals is instructed by the police or any regulatory authority to take possession of the vehicle from the Hirer.

8.3 The Hirer must not use or allow the vehicle to be used for commercial activities, and for the transport of passengers for hire and/or reward;

8.4 The Hirer must NOT:

- a. Sub-rent or hire-out the vehicle to any other person;
- b. Allow the vehicle to be operated outside their authority, nor any illegal activities in any shape or form, nor intoxicated by illegal levels of alcohol and/or drugs;
- c. Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;
- d. Operate the vehicle or allow it to be operated in breach of any New Zealand road offences and roading laws;
- e. Operate the vehicle or allow it to be operated for the transport of more than the safe number of passengers or more than the gross vehicle mass specified for the vehicle description;
- f. Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) driver licence appropriate for the vehicle and for New Zealand;
- g. Operate the vehicle, or allow it to be operated to tow or propel any other vehicle (unless otherwise agreed and stipulated by the Owner prior to the hire).

8.5 The Hirer shall ensure that:

- a. All reasonable care is taken when driving and parking the vehicle;
- b. The vehicle is locked and secure at all times when it is not in-use;
- c. No person interferes nor modify with any part of the engine, transmission, braking or suspension systems;

8.6 The Hirer shall ensure that no person smokes inside the vehicle.

8.7 The Hirer shall ensure that a copy of this Agreement and the Application Form are:

- a. Kept in the vehicle throughout the term of the hire; and
- b. Produced without delay for inspection on demand by an enforcement officer.

## 9. PETROL AND OTHER FUEL

- 9.1 The Hirer is responsible for the cost of fuel used during the hire.
- 9.2 If the Hirer elects to take the fuel purchase option at the start of the hire, no refund is made for the remaining fuel on the return of the vehicle.
- 9.3 If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. In the event that the vehicle is returned with less than a full petrol tank, a \$20 refuelling surcharge is applicable. The Hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

## 10. VEHICLE ALERTS AND WARNING NOTIFICATIONS, LIGHTS, BREAKDOWN AND MECHANICAL REPAIRS

- 10.1 If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact either the Owner or the specified contact numbers by the Owner for technical assistance.
- 10.2 The Hirer shall not arrange or undertake any repairs or salvage without the Owner's prior authority or consent, except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other properties. Repairs will be approved and reimbursement, where applicable, will be granted provided the Hirer was not responsible for the damage. In all cases receipts must be obtained and submitted for any repairs (if applicable).
- 10.3 If the vehicle becomes unfit to drive due to a breakdown or mechanical issue that was not the fault of the Hirer, the Owner will at their best endeavours to undertake repairs or replacement with another reasonable vehicle for use as soon as practical or provide rental charge deductible or assistance to the period during which the car could not be used.
- 10.4 For any Roadside assistance call outs that are not related to mechanical faults of the vehicle, that include (but not limited to) refuelling low petrol tank or empty tank level, jump-starting the vehicle, tyre-related incidents, lost keys or keys locked in the vehicle, a service surcharge fee will be charged unless otherwise stated by the Owner.

## 11. ACCIDENTS

- 11.1 In the event of an accident, the Hirer shall:
- a. Notify the Owner of the full description and of full circumstances as soon as practical;
  - b. Notify the NZ Police if the accident involves injury;
  - c. Record full details of all parties, witnesses to and vehicles involved in the accident to the Owner and all relevant Authorities;
  - d. If possible, prepare a written statement of the facts signed by all Parties involved in the accident. If agreement cannot be reached for the accident involved Parties, obtain a copy of the Police report to provide to the Owner;
- 11.2 In the event of an accident the Hirer shall not:
- a. Make any admission of liability;
  - b. Arrange or undertake any repairs or salvage without the Owner's prior authority and consent, except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other properties.
- 11.3 In the event that an accident renders the vehicle unfit to drive, the Owner will make no refund for

the unused hire period, and the provision of a replacement vehicle shall be at the Owner's sole discretion. The Owner shall not be responsible for the cost of transporting the Hirer and any accompanying passengers away from the accident location, nor is the Owner mandatory required to provide the Hirer any alternative arrangements or assistance to transport and bridge the unused hired period.

## 12. INSURANCE

- 12.1 Subject to the exclusions in clause 12.3 and 12.4, the Hirer and any Authorised Driver named in this Agreement and Application Form are fully indemnified in respect of any liability they might have to the Owner in respect of the loss of or damage to 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. For without doubt, the Hirer is also responsible for the "Excess fee" to the Owner, if and when applicable, for genuine accident and/or damage to the vehicle under the insured policy plan and the Excess Reduction Cover (CDW) chosen, and it is fully paid for by the Hirer in the Application Form. For details of the specific insurance policy plan purchased by the Hirer, are made available to the Hirer prior to the completed Application process, and its fee-structure is outlined in Schedule #A in this Agreement (which is subject to change from time-to-time by the Owner at its own sole discretion);
- 12.2 Subject to the exclusions in clause 12.3 and 12.4, the Hirer and any Authorised Driver named in this Agreement and Application Form are indemnified to the extent of The Owner's Public Liability Insurance (PLI) Policy amount, or, NZD\$1 million PLI amount, in respect of any liability they 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. This indemnity does not apply to any property being transported in the vehicle at the time of the accident.
- 12.3 Exclusions: The indemnities above shall not apply where the damage, injury or loss arises when:
- a. The Authorised Driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;
  - b. 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;
  - c. The vehicle is driven by any person not named in clause 3 of this Agreement;
  - d. The Authorised Driver or any person under the Hirer's authority (including deemed authority) or control commits a reckless or dangerous driving offence while operating the vehicle;
  - e. The vehicle is operated by the Authorised Driver or any other person named in the Agreement who is disqualified or suspended from driving by the police or any regulatory authority, or does not hold a valid driver licence at the time of driving;
  - f. The vehicle including its accessories and spare parts is wilfully or recklessly or carelessly damaged by the Hirer or any other person named in the Agreement and Application Form, or driving the vehicle under the authority of the Hirer, or is lost as a result of wilful or reckless behaviour of the Hirer or any such person;
  - g. The vehicle is operated off-road or on any beaches;
  - h. The vehicle is operated on any of the following roads: Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), Te Pahi Stream Bed, the road to Macetown in the Queenstown area, The Road to Paradise(Glenorchy), or any unformed road, track or thoroughfare - including gravel roads - that is not officially designated as a road including any beaches;
  - i. ALL vehicles (including 4WD vehicles) are driving on ALL 4WD tracks;
  - j. The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, seas, rivers or flooding
  - k. The vehicle is operated outside the term of the hire;

- l. The vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks or any extensions;
  - m. The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;
- 12.4 The Hirer is liable for all penalties, fees and fines incurred during the hire term, including those related to speeding, traffic, toll, parking offences, infringements, and/or court fees.

12.5 The indemnities in Clause 12 above shall not apply to the amount of the Hirer's liability for damages as fair and reasonably determined by the Owner.

### 13. HIRER'S LIABILITY FOR DAMAGE

13.1 In the event that the Hirer elects not to purchase Excess Reduction Cover (CDW) nor specified in the Application Form, the Hirer is fully liable for any damage (including damage caused by hail, bush fires, storms, earthquake or other natural disasters) up to the full amount of the excess liability specified irrespective of fault. In this context damage includes:

- a. Any and all damage to the vehicle including windscreens, tyres, break-in or vandalism, theft, fire, towing and recovery costs.
- b. Damage to third-party property;
- c. Loss of use of the vehicle by the Owner during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle as specified in the Application Form.

13.2 The Hirer's liability for damage applies in respect of each separate accident or incident, not each rental hire.

### 14. COLLISION DAMAGE WAIVER

14.1 Collision Damage Waiver (CDW) reduces the Hirer's liability for damage under clause 13 to the agreed excess (deductible) in the Application Form (if and when applicable), subject to the following conditions and exclusions. CDW does not cover damage or loss associated with:

- a. Any of the circumstances detailed in clause 12.3;
- b. Cost of recovering a car that has become stuck or immovable;
- c. Cost of replacement of lost or stolen car keys;
- d. Cost associated with the incorrect use of or contamination of fuel (diesel or petrol or the electrical fuel-equivalents);
- e. Cost of repair or replacement of other products detailed in clause 5;
- f. Costs arising under clause 15.

14.2 In the event that the vehicle is replaced under clause 11.3, CDW is not transferable to the replacement vehicle. For without doubt, a separate vehicle insurance policy and CDW must be purchased prior to usage of the replacement vehicle (if applicable).

### 15. HIRER'S LIABILITY FOR CLEANING CHARGES

15.1 If the vehicle is returned in an unreasonably dirty condition that requires extra cleaning or deodorising, the Hirer is fully liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle. Such charges include but are not limited to cleaning of:

- a. Spillage of fluids such as drinks, milk, oil, paint, etc.;
- b. Perishable food;
- c. Removal of hair, stains and odours (that may also be due to animals) in the vehicle;
- d. Fish and associated smells;

- e. Vomit;
- f. Cigarette/cigar smoke smells.

## 16. PETROL AND ADMINISTRATION CHARGES

- 16.1 In the event that the Owner receives any toll notices relating to the period the vehicle was on hire, the Owner will charge the Hirer a \$30.00 administration fee for the transfer of liability of the notice to the Hirer as well as any outstanding debt liable to the Hirer.
- 16.2 In the event the Owner receives an infringement notice of a speeding, parking or other traffic infringement relating to the period the vehicle was on hire:
- a. The Owner will notify and provide the Hirer details of the infringement notice as soon as is practical.
  - b. Provide the necessary information to the relevant authority for such notices to be directed to the Hirer for direct settlement.
  - c. An administration/surcharge fee of \$50 will be charged to the Hirer for transfer of liability for the notice to the Hirer.
  - d. The Hirer has the right to challenge, lodge a complaint, query or object to the alleged offence to the issuing enforcement authority on their own accord.
  - e. The Hirer has the right to seek legal advice and all associated legal powers outlined in the issued infringement notices

## 17. RETURN OF THE VEHICLE AND TERMINATION OF THE HIRE

- 17.1 The Hirer shall, at or before the expiry of the term of hire, return the vehicle (including car keys) to the location specified in the Application Form, or obtain the Owner's consent to the continuation of the hire or a change of the return-location. Changes to the return date and time and/or return branch are subject to the operational practicality of the Owner, and may not always be possible.
- 17.2 If the vehicle is returned to a different location than that specified in the Application Form, without the Owner's prior consent, an additional fee of up to \$800 may be charged at the Owner's sole discretion.
- 17.3 The Owner shall have the right to terminate the Agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the Hirer, and the Hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances (but not limited to):
- a. The Hirer is in breach of any material term of this Agreement;
  - b. The Hirer has obtained the vehicle through fraud or misrepresentation or false information;
  - c. The payment for the hire is in arrears;
  - d. The vehicle appears to be abandoned;
  - e. The vehicle is not returned on the agreed return date;
  - f. The vehicle is damaged;
  - g. The Owner considers, on reasonable grounds, that the vehicle is endangered.
  - h. The NZ Police or Government Authorities recommend that the Owner terminate the hire.
- 17.4 In the event of such termination or repossession the Hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the Owner under this Agreement or otherwise.

## 18. SURCHARGES, PENALTY CHARGES

- 18.1 The Owner can calculate and charge any penalty or lateness fees on a daily charged basis at the rates displayed at the Owner's office or disclosed to the Hirer at the beginning of the hire. An

extra day is charged after allowing a grace period of 1 hour and 59 minutes.

- 18.2 All transactions under this Agreement are calculated in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the Hirer's credit card. The Owner accepts no liability for any such variations.
- 18.3 The Hirer will be responsible for the entire cost of the hire should the Hirer's agent's voucher they present not be paid prior to the hire by the Hirer's agent. The total payment will be charged to the Hirer's credit card given to the Owner as a security bond (if applicable). The Hirer agrees their only recourse is through the Hirer's agent in the event of such an occurrence.

## 19. RELEASE AND INDEMNITY OF THE OWNER

- 19.1 The Hirer releases the Owner and its employees and agents from any liability to the Hirer, for any loss or damage incurred by the Hirer by reason of rental, possession or use of the vehicle.
- 19.2 The Hirer hereby indemnifies and shall keep indemnified the Owner and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the Hirer by reason of the Hirer's use and/or possession of the vehicle.
- 19.3 Any indemnity required of the Hirer shall not operate to indemnify the Owner in respect any negligent act by the Owner.

## 20. INJURY, PERSONAL PROPERTY AND STORAGE OF PROPERTY

- 20.1 Physical injuries as a result of an accident while in New Zealand are covered in most cases by NZ ACC.
- 20.2 The Owner strongly recommends that all people travelling in New Zealand take out extra Personal Travel Insurance. The Owner does not accept any liability for:
- a. Personal injuries sustained during the rental;
  - b. Damage or loss of the Hirer's personal property;
  - c. Property belonging to any other person which is carried in the vehicle.
- 20.3 In the event that the Hirer or any other person leaves any property with the Owner for any reason this is entirely at that person's own risk and the Owner is not liable for any damage or loss for any reason whatsoever.

## 21. CLAIMS AGAINST THIRD PARTIES

- 21.1 The Owner is not responsible for pursuing any claims the Hirer may have against third parties for any damage or loss including the Hirer's liability paid to the Owner. The Owner will provide an invoice for any amount paid to the Owner by the Hirer.
- 21.2 In the event that the Hirer arranges alternate insurance cover (including complimentary credit card insurance) for the Hirer's liability or any other amount due under the terms of this Agreement, the Hirer will pay the full sum directly to the Owner first and settle any rental fees, and the Owner will provide an invoice for the sum paid. It is not the Owner's responsibility to provide to the Hirer or any other party alternate repair quotes, police reports, photographs or any other information that may be required to substantiate the Hirer's subsequent claim on their insurance.

## 22. PRIVACY ACT

- 22.1 Any information requested from the Owner is to enable the Owner to assess the Hirer's request to hire a vehicle. The Hirer does not have to supply this information, but if the Hirer does not, then the Owner may refuse to hire the vehicle. The Hirer acknowledges that the Owner will collect, hold and use the Hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer

satisfaction with products and services provided by the Owner. The Hirer further acknowledges that such personal information may be disclosed to debt collection and/or Government agencies in the event that the Hirer defaults in the payment of any monies owing to the Owner, or other parties involved in an accident with the vehicle while on hire to the Hirer; or any organisations responsible for the processing or handling of traffic related infringements; and the Hirer hereby authorises the disclosure of their personal information for such purposes or its equivalent affairs.

The Hirer acknowledges and fully accepts the Terms and Conditions outlined in this Agreement for the Vehicle hire:

Signature: \_\_\_\_\_

Hirer Name: \_\_\_\_\_

Date: \_\_\_\_\_



## Schedule A

### Insurance Policy Options Available by the Hirer:

The option includes (but not limited to):

- a) FREE Basic Cover, at \$0 extra rental fee per day, with Excess Fee of \$3,999 + gst
- b) Cover Plus, at \$35 + gst extra rental fee per day, with Excess Fee reduced to \$500 + gst
- c) Premium Cover, at \$40 + gst extra rental fee per day, with Excess Fee reduced to \$0