

This vehicle rental agreement ("Rental Agreement") is made between the Operator and the Hirer, as defined below.

The following is agreed:

1. DEFINITIONS AND INTERPRETATION

1.1. In these Terms and Conditions:

"Business Hours" means between 07:30 and 17:00 on a Working Day;

"Hire Period" means the period detailed as such on page 1 of this Rental Agreement and which may be varied in accordance with Clause 9;

"Hirer" "you" and "your" means the customer for Vehicles under a Rental Agreement, as detailed on page 1 of this Rental Agreement ;

"Effective Date" means the date of your signing this Rental Agreement;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

"Liability Fee" means the total amount of your liability, including but not limited to, the excess under the Policy and costs associated with any claim for damage to or accidents involving any vehicle, either singular or multiple vehicles.

"Operator" "we" "us" and "our" means NHR Group Limited and its successors and assigns or any person acting on behalf of and with the authority of NHR Group Limited;

"Policy" means a policy of motor vehicle insurance.

"Price" means the price payable by you to us in respect of a Rental Agreement, which are specified on page 1 of this Rental Agreement and which may be varied in accordance with Clause 4;

"Reduced Liability Fee" means the amount of your liability if you have elected to purchase the waiver insurance, including but not limited to, the insurance excess and costs associated with any claim for

damage to or loss of the Vehicle. No person under the age of 25 is permitted to elect the Reduced Liability Fee.

"Rental Agreement" means this contract between us and you for the hire of Vehicles, and any amendments to such a contract from time to time;

"RUC" means road user charges as defined in the Road User Charges Act 2012.

"The Party" or "the Parties" in these Terms and Conditions shall mean the Hirer and the Operator together;

"Vehicle" means the Vehicle supplied by us under a Rental Agreement, details of which are set out on page 1 of this Rental Agreement ;

"Working Day" means any weekday, other than a bank or public holiday not including any anniversary day.

1.2. In these Terms and Conditions, a reference to a statute or statutory provision includes a reference to:

1.2.1. that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and

1.2.2. any subordinate legislation made under that statute or statutory provision.

1.3. The Clause headings do not affect the interpretation of these Terms and Conditions.

1.4. In these Terms and Conditions, "persons" includes companies, partnerships, limited liability partnerships, unincorporated associations and trusts.

2. VEHICLE DESCRIPTION AND TERM OF HIRE

2.1. The Operator will let, and the Hirer will take, the Vehicle for the Hire Period details of which are set out on page 1 of this Rental Agreement.

3. PERSONS WHO MAY DRIVE THE VEHICLE

3.1. The Vehicle must only be driven:

3.1.1. By persons whose name, address and licence details are recorded on page 1 of this Rental Agreement; and

3.1.2. By persons 21 years of age or above; and

3.1.3. By persons who hold a licence, and/or any other certificate required by any New Zealand law for the appropriate class and use of the Vehicle (or any mechanical plant attached to it); and

3.1.4. Within the conditions of that person's licence.

4. YOUR PAYMENTS

4.1. You must pay us the amount detailed on page 1 of this Rental Agreement for the hire of the Vehicle.

4.2. In addition to the payment specified in clause 4.1 above, you acknowledge that you will be liable at the end of the Hire Period to pay us any applicable additional charges.

These may include charges for additional distance driven, fuel, RUC, late return, damage to or repair of the Vehicle (subject to the other terms of this Rental Agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clause 14) and the administration costs relating to these fines and fees, and toll charges.

We are entitled to deduct any such charges from your credit card during or after the Hire Period is completed, or at our sole discretion the parties may agree other payment terms.

4.3. If you fail to make full payment of any charge due to us, you will pay interest on all outstanding charges. Such interest shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of eighteen (18%) per annum (and at our sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

4.4. If you owe us any money you shall indemnify us from and against all costs and disbursements incurred by us in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, our collection agency costs, and bank dishonour fees).

5. USE OF THE VEHICLE

5.1. You must not:

5.1.1. Operate the Vehicle in an unsafe manner or allow it to be operated by any person who cannot safely operate the vehicle including, but not limited to, for reasons to do with their physical size in relation to use of seat belts or their ability to safely enter and exit the vehicle;

5.1.2. Operate the Vehicle or allow it to be operated for the transport of passengers for hire or reward unless the Vehicle is hired with our written agreement for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("Act");

5.1.3. Sublet or hire the Vehicle to any other person;

5.1.4. Allow the Vehicle to be used without your express authority;

5.1.5. Operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any of Part 6 of the Act;

5.1.6. Operate the Vehicle or allow it to be operated in any race, pacemaking, hill climb or speed test, rally, reliability trial, track event or open club day, or any stuntwork where the Vehicle is used as a stunt vehicle, or in any contest or experiment;

5.1.7. Operate the Vehicle or allow it to be operated in breach of the Act, the Health and Safety at Work Act 2015, the Transport Act 1962, the Land Transport (Road User) Rule 2004, any other Act, regulation, rule or bylaw relating to road traffic, or the Freedom Camping Act 2011;

5.1.8. Operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of

loading and/ or RUC certificate, whichever is the lesser for the Vehicle; or

5.1.9. Drive or allow the Vehicle to be driven on any beach or surface likely damage the Vehicle, or in any underground mine, tunnel, excavation or access (other than public roads).

5.1.10. Drive on any airport runway (Tarmac) or within a 10 metre radius of any aircraft.

6. YOUR OBLIGATIONS

6.1. You must ensure that:

6.1.1. All reasonable care is taken when driving and parking the Vehicle;

6.1.2. The water in the Vehicle's radiator and battery are maintained at the proper level;

6.1.3. The oil in the Vehicle is maintained at the proper level;

6.1.4. The tyres are maintained at their proper pressure;

6.1.5. The Vehicle is locked and secure at all times when it is not in use;

6.1.6. The distance recorder or speedometer are not interfered with ;

6.1.7. No part of the engine, transmission, braking or suspension systems are interfered with; and

6.1.8. Should a warning light be illuminated or if you believe the Vehicle requires mechanical attention, you must stop driving and advise us immediately.

6.1.9. You acknowledge and accept that we are entitled to fit GPS and other tracking equipment that may enable us to verify the location, use and condition of the Vehicle to enable us to determine your obligations under this Rental Agreement, and whether you have operated the Vehicle within expected parameters.

7. OUR OBLIGATIONS

7.1. We will supply the Vehicle in a safe and road-worthy condition, displaying a valid and current Certificate of Fitness, Registration certificate and RUC certificate.

7.2. We reserve the right to notify you if we receive information from our GPS and other tracking equipment that the vehicle is being operated beyond the expected parameters and/or is being operated at illegal speeds. If you are notified in these circumstances you risk this Rental Agreement being cancelled in accordance with clause 16.

8. MECHANICAL REPAIRS AND ACCIDENTS

8.1. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, you must notify us of the full circumstances immediately.

8.2. You must not arrange or undertake any repairs or salvage without our authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property. We reserve the right to apportion to you a percentage of the cost of breakdown recovery of any Vehicle depending on the circumstances of the breakdown, such apportionment to be at our sole discretion.

8.3. If we dispatch a third party to assist with recovery of the vehicle and it is considered that recovery is required due to fault of the driver then you will be liable for the cost of recovery (at our discretion).

8.4. We will coordinate all remedial work required. If the Vehicle requires repair or replacement we will endeavour to supply a replacement Vehicle however we will not be obliged to.

9. RETURN OF VEHICLE

9.1. You must, at or before the expiry of the Hire Period, deliver the Vehicle to our place of business or our agent's place of business as shown on page 1 of this Agreement, or obtain our consent to the continuation of the hire (in which case you must pay additional hire charges for the extended Hire Period). If you do not comply with this clause 9 you will be liable for additional charges for the late return of the Vehicle.

9.2. You agree to return the Vehicle to our premises with a full tank of fuel. You will be charged for the cost of any additional fuel required to refill the vehicle at our pump price, if not returned full.

9.3. A cleaning charge of \$50 may be incurred if the Vehicle is not returned in a reasonable standard of cleanliness as determined by us at our sole discretion. Extra cleaning costs may be incurred for any major cleaning such as damage or staining of carpets and/or upholstery.

9.4. A charge of \$150 will be incurred if the vehicle is returned and there is evidence that people have been smoking in the vehicle, as determined by us at our sole discretion.

10. LIABILITY

10.1. Subject to clause 11, you are liable for:

10.1.1. Any loss of, or damage to, the Vehicle and its accessories (excluding fair wear and tear), and

10.1.2. Any loss of, or damage to, any GPS unit installed in the vehicle.

10.1.3. Any loss of, or damage to, vehicles and property of third parties, arising during the Hire Period.

10.2. You are liable for any damage caused to the clutch and its associated components and recovery costs of the vehicle caused by driver error or misuse whether intentional or accidental. You acknowledge and accept that determination of responsibility is at our sole discretion.

10.3. You are liable for any consequential damage, loss or costs incurred by us, including recovery and salvage costs.

11. INSURANCE

11.1. Our rental fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010. Under the Policy, every person named in this Rental Agreement as a person permitted to drive the Vehicle, subject to clause 11.6, are covered against the losses set out in clause 10.1.

11.2. IMPORTANT: We are not providing insurance services to you. We manage the insurance provided under the Policy. We reserve the right to determine whether to claim under the Policy. In the event of damage to the Vehicle, you agree to immediately contact us, and deal solely with us.

11.3. The cover provided under the Policy in respect of clause 10.1.1 is limited up to the market value of the vehicle.

11.4. The cover provided under the Policy in respect of clause 10.1.2 is limited up to the market value of the GPS unit.

11.5. The cover provided under the Policy in respect of clause 10.1.3 is limited up to the value of \$10 million.

11.6. You may elect to reject the insurance offered under this agreement and make your own insurance arrangements. You must provide us with proof that your insurance is comparable to the cover under our Policy. Your liability as set out under clause 10.1 applies in full.

11.7. If you accept the insurance offered under this agreement, your liability as set out under clause 10.1 is limited to the amount of the Hirer Liability Fee. The Hirer Liability Fee is the total amount of your liability, including but not limited to, the excess under the Policy and costs associated with any claim for damage to or accidents involving any vehicle, either singular or multiple vehicles, in the amount of \$3,000 inclusive of GST, or the amount of \$1,000 inclusive of GST if you have elected the Reduced Hirer Liability Fee.

11.8. There is NO PERSONAL INSURANCE COVER or PERSONAL EFFECTS COVER for those travelling in the Vehicle under this Rental Agreement.

12. EXCLUSIONS

- 12.1. You will not be covered under the Policy (and therefore are personally liable for all damage/ loss under clause 10.1) if:
- 12.1.1. The driver of the Vehicle is under the influence of any intoxicating substance, drug or alcohol;
 - 12.1.2. The Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the Hire Period, that caused or contributed to the damage or loss, and you or the driver were aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
 - 12.1.3. The Vehicle is driven in breach of clauses 3 and 5; or
 - 12.1.4. The Hirer has rejected the offer of insurance.
 - 12.1.5. The driver commits any offence under any traffic regulation or statute that, in our reasonable opinion, contributed to the accident or loss;
 - 12.1.6. In our reasonable opinion, the Vehicle was driven in a manner that posed real danger to the lives and/or property of any other person, and this contributed to the accident or loss;
 - 12.1.7. The Vehicle was operated off New Zealand Public Roads and, in our reasonable opinion, this contributed to the accident or loss; or
 - 12.1.8. The Vehicle was operated beyond the Hire Period of this Agreement or any agreed extension of the Hire Period, and, in our reasonable opinion, this contributed to the accident or loss.

13. BOND

- 13.1. We may require you to pay a bond at the start of the Hire Period. If loss occurs in accordance with your liability under clause 10.1, the bond may be deducted to the value of the loss or be used to contribute to your Hirer Liability Fee and/or your liability for infringement offences under clause 14.

14. INFRINGEMENT OFFENCES

- 14.1. You are liable for any offence committed during the Hire Period where the offence:
- 14.1.1. Is a speeding offence, toll offence or 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
 - 14.1.2. An offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004;
- or
- 14.1.3. Was an offence under section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle.
- 14.2. You must pay any infringement fee and costs that may become payable because of an infringement notice served on us for any of the offences set out in clause 14.1.1 to
- 14.2.1, and you authorise us to debit your credit card with such infringement fee and costs, including an administration cost of \$50 per infringement notice received. If you settle any infringement directly with the issuing authority, no administration costs will apply.
- 14.3. If we receive an infringement notice or a reminder notice for an offence under clause 14, we will send you a copy of the notice and this Rental Agreement within 5 working days, and:
- 14.3.1. In the case of our receiving an infringement notice, notify you that we will debit your credit card for the amount specified on the notice and any fees or costs payable under this Rental Agreement upon receipt of a reminder notice; or
 - 14.3.2. In the case of our receiving a reminder notice only, notify you that we will debit your credit card for the amount specified on the notice and any fees or costs payable under this Rental Agreement.
- 14.4. You have the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to 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).

15. CANCELLATION OF RENTAL AGREEMENT

- 15.1. The parties may cancel the Rental Agreement with written or verbal notice if the other party breaches a material obligation under this agreement.
- 15.2. If the Rental Agreement is cancelled you must, as soon as practicable, return the Vehicle to our place of business or our agent's place of business.
- 15.3. We will give no refund in circumstances where the agreement is cancelled due to your breach of this agreement.

16. DANGEROUS DRIVING AND PERSONAL INFORMATION

- 16.1. If, in our reasonable opinion, your driving is likely to pose a real danger to yourself and/or the lives of any other person, then
- 16.1.1. We may cancel this Rental Agreement immediately with written or verbal notice; and
 - 16.1.2. You must, as soon as practicable, return the Vehicle to our place of business or our agent's place of business; and
 - 16.1.3. Your personal information contained within this Rental Agreement may be disclosed to other relevant operators for the purpose of promoting safe driving in New Zealand.

17. YOUR TRANSPORT SERVICE LICENCE

- 17.1. If the Vehicle is being used for a transport service, the Transport Service Licence must be displayed on the vehicle at all times. A transport service is a goods service, a passenger service or a vehicle recovery service. Examples of a transport service include: the operation of a truck with a GVM of 6,000 kilograms or more, or the operation of a motor vehicle that is carrying passengers for hire or reward. It is your responsibility and liability to display your transport service licence throughout the duration of the hire period. Note: we must give you at least one copy of this rental agreement. It is your duty to keep a copy of the rental agreement in the vehicle throughout the hire period and produce it on demand to an enforcement officer.