

AGREEMENT TO HIRE RENTAL VEHICLE

This Agreement (clauses 1-7) is between the cardholder and the person(s) taking possession of the vehicle (herein jointly referred to as “the Hirer”) and Great Rentals Ltd (herein referred to as “the Owner”). It is hereby agreed as follows.

1. PARTIES & ORDER INFORMATION

The terms and conditions of this agreement are entered into by the following parties according to the following order.

The Owner	The person taking possession of the vehicle	CTrip/ZC/LOCAL ORDER NUMBER
Great Rentals Ltd Phone number:09-5800588 0800688188 TSL: 0258252 GST: 104479778 Vehicle Return address shown next page	NAME: ADDRESS: Email:	CTrip:

2. VEHICLE DESCRIPTION

The Owner will let and the Hirer will hire the following vehicle.
This and any other vehicle provided is hereinafter referred to as “the Vehicle”.

Registration No.	Make	Model

3. Term of the hire and vehicle hire charges. The term of the hire shall commence and cease at time as below. Rental fees are on a 24 hours basis, less than 24 hours counts a day.

Pickup Date & Time	Return Date & Time	Days	Rate/Day(\$)	Total

Unauthorized late return will attract a surcharge of 20NZD per hour (first hour will be free, up to 5 hours) and 80NZD per day thereafter in addition to the daily rate. Please phone us or wechat to contact with us if you wish to extend, and if this is possible we will always oblige. Vehicle hire charges are non-refundable and non-transferable. Before 24 hours to pick up the car, the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies. Please notice: If you return or pick up the car out of our working hours(06:00am-22:00pm), we will charge the service fee which is 50NZD.

4. Other products and services. The owner agrees to arrange and the hirer agrees to purchase the following products and services.

Description of service	Quantity	Unit rate	Total charges





5.Total charges for vehicle hire and other products and services including gst.

Please Note: The hirer is responsible for correct fitting and use of any accessories supplied. The hirer is absolutely liable for the full replacement cost up to 500NZD per item in the event that any of these accessories are lost, stolen or damaged.

6. AUTHORIZED DRIVERS 授权的驾驶员

Only the person(s) named in this clause shall be permitted to drive and only if with a valid full driver license appropriate for the vehicle.

Name	DOB	License No.	Expiry Date
Jinwoo/Son			

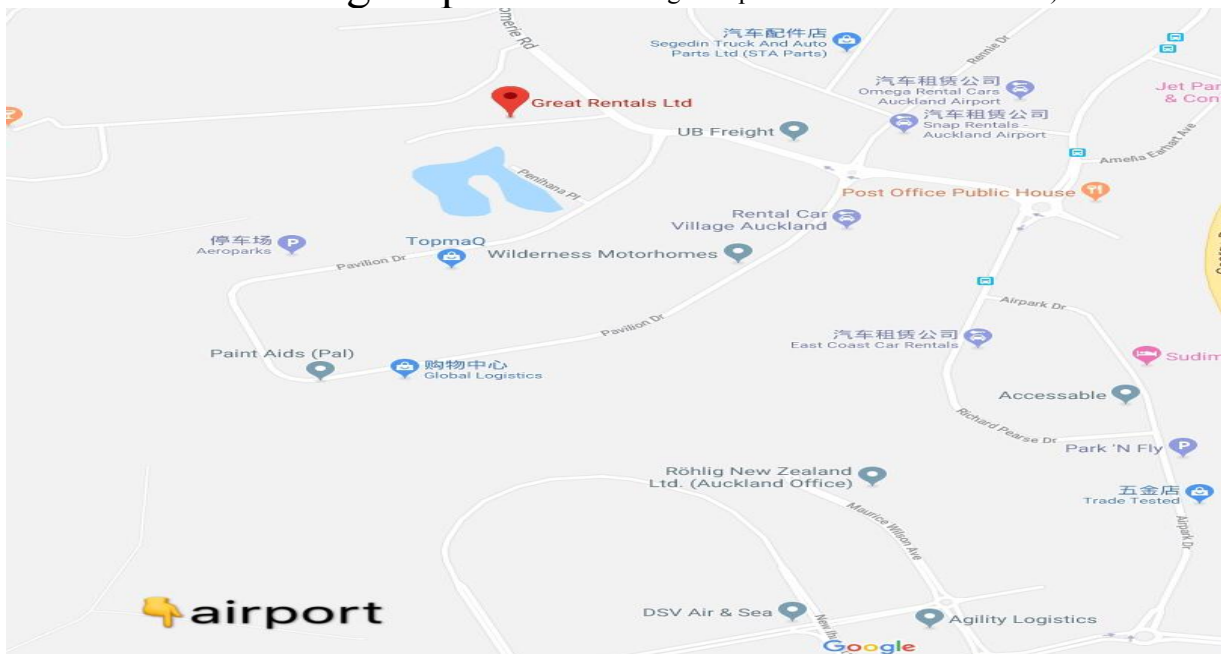
7.Acceptance The hirer agrees to be bound by all of the terms and conditions of this agreement. 租车人同意以下条件。

The hirer acknowledges that he or she is absolutely liable of the first **3500NZD** of any damage irrespective of fault.

The cardholder agrees that he/she has presented the card details below as a bond for this agreement, and only accept **VISA/MASTER 500NZD** and that the owner is irrevocably authorised to charge to this card any actual or consequential liability arising out of this agreement. The cardholder and the hirer are jointly and severally liable under the terms of this agreement. The bond fees will be automatic finalized by 20 working days.

Signature of the owner	Signature of person that taking possession of the vehicle	Signature of cardholder	Credit card details
KEVIN DING	Do not sign unless you understand its effect	Do not sign unless you understand its effect	

Parking map (Please use Google map to search Great Rentals Ltd)



Please return the car here and we provide a free shuttle bus to drop off you to the airport terminals.



8. Use of the Vehicle

- 8.1 The hirer must not use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under part 4A of the Land Transport Act 1998.
- 8.2 The hirer must not:
- (a) Sublet or hire the vehicle to any other person;
 - (b) Allow the vehicle to be operated outside his or her authority;
 - (c) Operate the 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.
 - (d) Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;
 - (e) Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
 - (f) Operate the 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 vehicle;
 - (g) 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;
 - (h) Operate the vehicle, or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the owner.
- 8.3 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 with any part of the engine, transmission, braking or suspension systems;
- 8.4 The hirer shall ensure that no person smokes inside the vehicle.
- 8.5 The hirer shall ensure that a copy of this agreement is:
- (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 remaining fuel on 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 tank a \$25 refuelling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

10. Activation of Warning 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 AA Assist.
- 10.2 The hirer shall not arrange or undertake any repairs or salvage without the owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. 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 submitted for any repair.
- 10.3 If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, the owner will refund to the hirer the rental charges that relate to the period during which the car could not be used. The owner undertakes to arrange repair or replacement with another vehicle as soon as practicable.
- 10.4 24 Hour roadside assistance is free for all inherent mechanical faults (as determined by the owner or its authorised repairer) related to the vehicle specified in the rental agreement provided the fault does not arise from any unauthorised use of the Vehicle in breach of clause 8. For all other roadside assistance call outs including refuelling, jump starts, tyre related incidents, lost keys or keys locked in the vehicle, a service fee will be charged unless you have purchased optional Roadside Assistance Cover.
- 10.5 Roadside Assistant Cover does not apply if the vehicle has been used in breach of clause 8.
- 10.6 Roadside Assistance Cover means the following services for the payment of the Roadside Assistance Cover Fee specified in the rental agreement; refuelling up to 6 litres where the hirer runs out of fuel, changing flat tyres, provision of spare keys where the hirer loses the keys to the vehicle, unlocking the vehicle where the hirer locks the keys in the vehicle, and provision or a replacement battery or "jump start" where you have a flat battery due to the hirer leaving the lights on, air conditioning, entertainment system(s) or other electrical equipment running while the ignition is off.

11. Accidents

- 11.1 In the event of an accident the hirer shall:
- (a) Notify the owner of the 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;
 - (d) If possible, prepare a written statement of the facts signed by all parties. If agreement can not be reached, obtain a copy of the Police report;
- 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 except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- 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 (including CDW payment if applicable) 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. In the event that the owner decides to offer the hirer an alternative vehicle, the vehicle shall be made available at the closest branch, not delivered to the accident location. The owner

reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer CDW cover for the replacement vehicle.

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 is fully indemnified in respect of any liability he or she 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.
- 12.2 Subject to the exclusions in clause 12.3 and 12.4, the hirer and any authorised driver named in this agreement is indemnified to the extent of \$1,000,000 in respect of any liability he or she 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 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 operated in contravention of clause 8.1, 8.2 or 8.3 of this agreement. In respect of breaches of clause 8.2 (e), this exclusion shall only apply where in the reasonably held opinion of the owner such a breach is wilful, reckless, or of sufficient gravity that it results in the driver being disqualified from driving in New Zealand for any period (loss of licence).
 - (d) The vehicle is driven by any person not named in clause 3 of this agreement;
 - (e) The vehicle including its accessories and spare parts is wilfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement 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;
 - (f) The vehicle is operated off-road or on any beach including Ninety Mile Beach and Te Pahi stream bed.
 - (g) ALL vehicles (including 4WD vehicles) are prohibited from driving on ALL 4WD tracks.
 - (h) The following roads are also specifically excluded: Skippers Canyon, the road to Mactown, Tasman Valley Road (also known as old Ball Road), Matukituki Road beyond the Treble Cone access road turn off, Glenorchy-Paradise Road beyond Priory Road turn off.
 - (i) The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, rivers or flooded fords.
 - (j) The vehicle is operated outside the term of the hire;
 - (k) 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;
 - (l) 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 indemnities in clauses 12.1 and 12.2 shall not apply to the amount of the hirer's liability for damage.

13. Hirer's Liability for Damage

- 13.1 In the event that the hirer elects not to purchase Excess Reduction Cover (CDW), the hirer is absolutely liable for any damage (including damage caused by hail, 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 shown in clause 4.
- 13.2 The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

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) 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 bogged 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);
- (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.

15. Hirer's Liability for Cleaning Charges

15.1 If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or deodorising, the hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle. We will charge 250NZD for service fee.

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 due to animals in the vehicle;
- (d) Fish and associated smells;
- (e) Vomit;
- (f) Cigarette/cigar smoke smells.

16. Administration Charges



16.1 In the event that the Owner receives an unpaid toll notice relating to the period the vehicle was on hire, the owner will charge the hirer toll road ticket fee, and plus a \$25.00 administration fee.

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) An administration fee of \$50 and plus fine ticket fee will be charged to the Hirer.

(b) The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority.

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 clause 4 of the agreement, or obtain the owner's consent to the continuation of the hire. Changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

17.2 If the vehicle is returned to a different location than that specified in clause 4 without the owner's prior consent an additional fee of up to \$2000 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:

- (a) The hirer is in breach of any material term of this agreement;
- (b) The hirer has obtained the vehicle through fraud or misrepresentation;
- (c) The payment for the rental 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 recommend that the owner terminate the hire in the interests of road safety.

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. Calculation of Charges

18.1 Extensions authorised by the owner are charged at the same daily rate as the original rental.

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.

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. Personal 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 under the IPRC Act 2001.

20.2 The owner strongly recommends that all people travelling in New Zealand take out 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 will not accept any liability for 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 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 The information requested from the hirer 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 is unable 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 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.

Road tips:

Northern Gateway Toll Road

If you are travelling between Auckland and Northland then it is likely that you may choose to travel on the Northern Gateway Toll Road. If you use this road, the toll fee must be paid within 5 days of travel. The toll fee is currently 2.2NZD in each

Phone: 0064 (0)9 580 0588; 0276884888

Email: info@greatrentals.co.nz

Opening Hours: Monday-Sunday, 6.00am-22.00pm

Address: 110 Montgomerie Road, Mangere, Auckland

direction and can be paid with your MasterCard or Visa credit card by calling 0800 40 20 20, visiting www.tollroad.govt.nz or at the BP Service Station prior to the toll road. Please note that a 3.70NZD processing fee applies for all payments made using this 0800 number and an additional administration fee of 4.9NZD applies if the fee is not paid within 5days.

Extending Your Hire

If you wish to extend your hire, please notify us at least 48 hours in advance. All extensions are subject to vehicle availability and may not be possible due to other customers reservations.

Breakdown Procedure, Tyre Repair or Replacement

For tyre repair or replacement, car breakdown, please phone Automobile Association (AA) 0800500222. (For roadservice, usually take 3 hours) If the customer requested our staff to make a call to AA, then we will charge 80NZD per hour for service fee. If the AA are unable to assist, please contact us on 095800588 /0276884888. Our roadservice fee is 80NZD per hour (including GST) per hour started with when our staff leave the store then ended with our staff come back to the store. During in New Zealand public holiday and out of working hours, we will charge 120 NZD per hour (including GST).

New Zealand Emergency Service

The emergency service (Police, Ambulance, Fire Service) number in New Zealand is 111.

