

Rental Terms and Conditions

1. Application

- 1.1. The Rental Contract applies to the hire of the Vehicle to the Hirer and comprises the Rental Application Form, Rental Agreement, Terms and Conditions and Vehicle Assessment Form.
- 1.2. Capitalised terms used in the Rental Contract have the meaning given to them in clause 22.

2. Rental Period

- 2.1. The Rental Period will commence on the Rental Start Date and, subject to the Minimum Term, will continue until it is terminated in accordance with clauses 6.4, 14.1 or 14.2.

3. QLA Services

- 3.1. The Hirer confirms that the Hirer is a registered QLA driver in New Zealand, and intends to use the Vehicle predominantly for the purposes of providing Uber services.
- 3.2. The Hirer must provide immediate written notice to the Owner if the Hirer ceases to be a registered QLA driver in INDIA or ceases to use the Vehicle predominantly for the purpose of providing QLA Services.

4. Consumer Lease

- 4.1. Notwithstanding clause 3, if the Hirer is a natural person and the Rental Period is a period of one year or more, the Rental Contract may be a consumer lease under the Credit Contracts and Consumer Finance Act 2003. The Hirer acknowledges that:
 - a) The Rental Contract does not have a fixed term and accordingly it does not have a fixed number of Weekly Rental payments;
 - b) The amount payable by the Hirer on termination of the Rental Contract in accordance with clause 14, will comprise:
 - i. The final Weekly Rental payment, adjusted on a proportionate basis to reflect the Rental Start Date; and
 - ii. Any additional unpaid amounts that are owed to the Owner in accordance with the terms of the Rental Contract; and

- c) The Hirer does not have the option to purchase the Vehicle under the Rental Contract.

5. Ownership of Vehicle

- 5.1. The Owner retains title to the Vehicle at all times, and the Hirer must not agree, attempt, offer or purport to sell, assign, pledge, hire or otherwise part with or attempt to part with possession, or otherwise deal with the Vehicle.
- 5.2. For the purposes of the PPSA, the Rental Contract may create a deemed security interest in favour of the Owner in any Vehicle leased by the Hirer from time to time from the Owner (the deemed interest).
- 5.3. No deemed interest created under the Rental Contract is discharged, nor are the Hirer's obligations in respect of a deemed interest affected by the validity or enforceability of the Rental Contract, or anything else that, but for this clause, may have discharged the Rental Contract or affected the Hirer's obligations under the Rental Contract.
- 5.4. On the request of the Owner, the Hirer must, at its own cost, promptly execute and deliver to the Owner all documents, and do anything else that the Owner deems appropriate, to secure to the Owner the full benefit of its rights under the Rental Contract.
- 5.5. The Owner may register a financing statement under the provisions of the PPSA to protect its deemed interest under the Rental Contract. The Hirer will promptly provide such information reasonably required by the Owner to enable a financing statement to be registered.
- 5.6. The Hirer waives its right to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Owner.
- 5.7. The Hirer undertakes not to change its name without giving at least 14 days' prior written notice to the Owner.
- 5.8. The Hirer and the Owner acknowledge and agree that for the purposes of section 105 of the PPSA, the Rental Contract does not secure payment or performance of an obligation (in each case, within the meaning of the PPSA).

6. Payments by Hirer

- 6.1. The Hirer authorises the Owner to deduct all amounts due to the Owner from the Hirer, in accordance with this Rental Contract, by direct bank debit from a bank account advised by the Hirer to the Owner. The Owner will use reasonable endeavours to (but is not required to) provide prior notification to the Hirer of the amount of each direct debit by text message or other mobile phone application notification.
- 6.2. The Hirer must pay the Owner the Weekly Rental on the agreed day each week during the Rental Period. The first such payment will be adjusted on a proportionate basis to reflect the Rental Start Date. The Hirer agrees that if the Vehicle is not returned on the Return Date, the Hirer will continue to pay the Weekly Rental (calculated on a daily basis) in accordance with clause 15.4c) until the Vehicle is returned.

- 6.3. The Hirer must pay any additional amounts payable by the Hirer pursuant to the Rental Contract as they arise from time to time in accordance with the Rental Contract. Subject to clauses 7.1 and 19, payment will be due the following week.
- 6.4. The Owner may increase the Weekly Rental during the Rental Period by providing 30 days' prior written notice to the Hirer ("**Notice**"). If the Hirer does not accept any such increase it may terminate the Rental Contract on notice to the Owner within 14 days from receipt of the Notice. If the Hirer does not terminate the Rental Contract in accordance with this clause 6.4, the Hirer will be deemed to have accepted the increase in Weekly Rental and such increase will apply from the date specified in the Notice.
- 6.5. The Hirer is liable to pay all GST and other taxes, levies and other costs of a similar kind arising out of or in connection with the Hire of the Vehicle. Unless stated otherwise, all amounts are expressed exclusive of GST.
- 6.6. If the Hirer does not make payment in full when due, the Hirer must pay the Owner:
 - a) An Administration Fee for associated administration costs;
 - b) Interest calculated at a rate of 10% per annum on the total amount owing from the date on which the Owner was entitled to receive the money to the date of payment, whether before or after judgment;
 - c) All costs incurred by the Owner in the recovery of any overdue amount (including costs on a solicitor-client basis and any debt collection agency costs); and
 - d) All costs incurred by the Owner for the recovery of the Vehicle.
- 6.7. If the Hirer has a query or complaint in relation to any amount deducted by the Owner from the Hirer's bank account pursuant to the Rental Contract

7. Bond

- 7.1. A Bond, in the amount specified in clause 5 of the Rental Agreement must be paid by the Hirer in full prior to the Rental Start Date.
- 7.2. The Hirer authorises the Owner to deduct from the Bond any amounts owed by the Hirer to the Owner from time to time.
- 7.3. The Owner will fully refund the Bond (less any amounts the Owner is authorised to deduct under this Rental Contract) as soon as reasonably practicable following return of the Vehicle, provided that no amounts are owed by the Hirer to the Owner and the Vehicle is returned on time to the correct location, undamaged, in a clean condition and with a full fuel tank. Any refund of the Bond is not a waiver by the Owner of the Hirer's liability under the Rental Contract, and the Owner reserves the right to recover any amounts owed under the Rental Contract.
- 7.4. In the event of an Accident or other incident, the Hirer must pay the Owner an additional Bond, if required by the Owner.

- 7.5. If the Hirer has a query or complaint in relation to any amount deducted by the Hirer from the Bond, the Hirer is invited to contact the Owner

8. Distance Charge

- 8.1. The weekly travel distance allowance specified in the Rental Agreement has been included in the Weekly Rental. If the Hirer exceeds the weekly travel distance allowance, the Hirer will be liable for the Distance Charge.
- 8.2. The Hirer must report the odometer reading to the Owner each week. Any applicable Distance Charge will then be calculated by the Owner and charged to the Hirer on a weekly basis.

9. Use of the Vehicle

- 9.1. The Owner may from time to time (at is discretion) authorise additional Authorised Drivers to drive the Vehicle
- 9.2. The Hirer must not:
- a) Sublet or hire the Vehicle to any other person;
 - b) Allow the Vehicle to be driven by any person (including the Hirer) who:
 - i. Is not an Authorised Driver;
 - ii. Is under the influence of alcohol or drugs or has a blood alcohol level in excess of that permitted by law; or
 - iii. Does not have a valid drivers licence appropriate for the Vehicle;
 - c) Allow the Vehicle to be operated outside his or her authority;
 - d) Make any alterations to the Vehicle;
 - e) Operate the Vehicle (or allow it to be operated):
 - i. For any illegal purpose or in any race, speed test, rally or contest;
 - ii. In breach of the Land Transport Act 1998, Land Transport (Road User) Rules 2004, or any other act, regulations, rules, or bylaws relating to road traffic;
 - iii. For the transport of:
 - a. More than the number of passengers or more than the gross Vehicle mass specified in the certificate of loading for the Vehicle; or
 - b. Volatile liquids, gases, explosives or other corrosive or flammable materials;
 - iv. To tow or propel any other Vehicle, except any luggage trailer supplied by the Owner;
 - v. To transport any animal in the Vehicle, other than certified service or assistance animals such as guide dogs;

- f) Allow the Vehicle to be:
 - i. Submerged in water or brought into contact with salt water;
 - ii. Driven, off-road, on any beach or riverbed, on any driveway or other surface likely to damage the Vehicle; or
 - iii. Used in any water-crossing; or
 - iv. Driven on any Unsealed Road or on any of the following roads: Tasman Valley Rd (Mt Cook), Skippers Canyon Rd (Queenstown) or Ninety Mile Beach.
- 9.3. The Hirer must not, in any circumstances, attempt to start, drive or continue to drive the Vehicle, without the Owner's permission, where:
- a) A warning light is illuminated or the Vehicle is showing other signs of malfunction, failure or overheating;
 - b) The Hirer believes the Vehicle requires mechanical attention; or
 - c) The Vehicle has been involved in an Accident, damaged by water submersion or any other means,
- unless immediate action is required by the Hirer for health and safety purposes or to prevent further damage to the Vehicle or third party property.
- 9.4. The Hirer must ensure that (and procure that all Authorised Drivers 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, including ensuring that the ignition key is not left in the Vehicle while it is unoccupied; and
 - c) The Vehicle is not exposed to damage from fire or other avoidable risk.

10. The Hirer's Obligations

10.1. The Hirer must:

- a) Comply with the terms of the Rental Contract at all times and ensure that all Authorised Drivers are provided with a copy of, and comply with, the Rental Contract;
- b) Ensure that:
 - i. It promptly provides all information reasonably requested by the Owner from time to time;
 - ii. All information provided to the Owner under or in connection with the Rental Contract is true, complete correct and not misleading;
 - iii. It promptly notifies the Owner of any changes to that information, including the Hirer's details recorded in the Rental Agreement or the Hirer's Uber driver status; and

- c) Notify the Owner, as soon as practicable and in any event within 24 hours, of any complaints, defects, failure or other problem associated with the Vehicle, including equipment failure.

10.2. The Hirer must ensure that:

- a) It takes all reasonable steps to maintain the Vehicle, including regular checks of the oil, water, batteries and tyres.
- b) The Hirer will ensure that:
 - i. The water levels in the radiator and battery;
 - ii. The oil levels in the Vehicle; and
 - iii. The air pressure in the tyres,are maintained at the manufacturer's recommended levels. If the Hirer has any doubts as to what the recommended levels are, the Hirer should contact the Owner immediately;
- c) The odometer or speedometer are not interfered with;
- d) No person interferes with any part of the Vehicle, including in particular, the engine, transmission, braking or suspension systems;
- e) No person interferes with the GPS security system;
- f) Any Authorised Driver carries their drivers licence with them in the Vehicle at all times and will produce it on demand to any law enforcement officer;
- g) No person smokes inside the Vehicle;
- h) A copy of this agreement is kept in the Vehicle at all times and is produced without delay for inspection by an enforcement officer; and
- i) The correct fuel type (as noted on the Rental Agreement) is used.

11. Maintenance, Repairs and Accidents

- 11.1. The Hirer must make the Vehicle available to the Owner at a place nominated by the Owner, for servicing, inspections, repairs or maintenance. Failure to do so will result in a non-delivery Administration Fee.
- 11.2. Subject to clause 16.3, the Owner will, at the Owner's cost, maintain the Vehicle in good running order during the Rental Period, provided that the Hirer will be responsible for the cost of:
 - a) Any replacement windscreens; and
 - b) Tyres damaged, except where the tyre is inspected and confirmed as defective by an Owner approved service centre.
- 11.3. Subject to clause 10.2a), the Hirer shall not arrange or undertake any servicing, repairs, maintenance or recovery of the Vehicle without the Owner's permission (including purchasing a replacement tyre).
- 11.4. In the event of an Accident, the Hirer must:

- a) Obtain the names and addresses of any third parties or witnesses;
 - b) Report the Accident to police and provide a copy of the police report to the Owner;
 - c) Report the Accident to the Owner as soon as practicable, and in any event, within 24 hours;
 - d) Comply with all reasonable and lawful instructions of the Owner (or its agent) in relation to the Vehicle (if any);
 - e) Pay the Owner, on demand, any amount due by the Hirer in respect of the damage arising from the Accident; and
 - f) The Hirer (and/or driver) must not aid or abet any claimant except where required by law or the direction of a court, but must co-operate fully with the Owner, its authorised agent or its insurers in all matters connected with the investigation and conduct of any claim or action.
- 11.5. The Hirer will be liable for all costs associated with towing or otherwise recovering the Vehicle in the event of a single vehicle Accident.
- 11.6. Roadside support:
- a) 24/7 roadside assistance is included in the Weekly Rental for all Mechanical Faults (as determined by the Owner or its authorised repairer) related to the Vehicle.
 - b) Roadside assistance will also be available, at the Hirer's cost, in the event of the Vehicle running out of fuel, flat batteries, flat tyres or other tyre related incidents, lost keys or keys being locked in the Vehicle.
- 11.7. If the Vehicle requires repair or replacement, the decision to supply another Vehicle to the Hirer is at the Owner's sole discretion. A new Bond will be required for any replacement Vehicle.
- 11.8. The Owner reserves the right to charge the Weekly Rental for any period that the Vehicle is unavailable due to repairs or Accident where the Hirer is at fault.

12. Toll Notices and Traffic Offences

- 12.1. The Hirer is liable for all infringement fees, penalties, charges and costs related to:
- a) Traffic offences, including speeding offences and offences in respect of failure to comply with traffic signals;
 - b) Parking offences, including clamping fees; and
 - c) Toll charges and fees,
- ("Infringement Fees")**
- 12.2. The Hirer agrees to pay all Infringement Fees that are incurred by the Hirer (or other driver of the Vehicle) and an Administration Fee for associated administration costs. This Administration Fee will be applicable for each offence or toll charge or fee.

12.3. Subject to the Owner complying with clause 12.4, the Hirer authorises the Owner to debit the Hirer's bank account (or the Bond) for any Infringement Fee and applicable Administration Fees.

12.4. In the event that the Owner receives:

- a) Notice of an Infringement Fee, the Owner will either:
 - i. Send the Hirer a copy of the notice, together with notification that if the Owner receives a reminder notice in respect of the Infringement Fee, the Owner will charge the Hirer the amount of the Infringement Fee plus an Administration Fee; or
 - ii. Provide the necessary information to the relevant authority for such notices to be directed to the Hirer, and charge the Hirer an Administration Fee.
- b) A reminder notice only, the Owner will send the Hirer a copy of the reminder notice together with notification that the Owner will pay the Infringement Fee on the Hirer's behalf and charge the Hirer for the amount of the Infringement Fee plus an Administration Fee.

12.5. The Hirer has the right to:

- a) Challenge, complain about, query or object to any alleged offence which is the subject of an infringement notice or reminder notice, to the issuing enforcement authority; and
- b) 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.

13. Security Tracking Unit

13.1. The Hirer acknowledges that there may be a security tracking unit in the Vehicle and that the Vehicle may be tracked. The Hirer also acknowledges that the Vehicle can be disabled by the Owner triggering the starter motor disabling switch (which prevents the Vehicle from being re-started) if, in the Owner's opinion, the Vehicle is at risk or the Hirer has committed a material breach of its payment obligations (which may include repeated breaches or a series of minor breaches).

13.2. The Hirer acknowledges it is liable for:

- a) Damage to the tracking unit or disabling switch arising from tampering with the unit, or disabling switch or its wiring; and
- b) The cost of a replacement unit or disabling switch in the event that the tracking unit or disabling switch is damaged, lost or stolen.

14. Termination

14.1. Upon expiry of the Minimum Term, either party may terminate the Rental Contract at any time by giving the other party notice, subject to the Minimum Notice Period. The Hirer shall remain liable for the Weekly Rental and any other amounts which arise under the Rental Contract during the Minimum Notice Period.

- 14.2. Notwithstanding the Minimum Term, the Owner may terminate the Rental Contract with immediate effect, and take immediate possession of the Vehicle, at any time by giving written notice to the Hirer where:
- a) The Hirer ceases to be a registered Uber driver or ceases to provide Uber services;
 - b) The Hirer commits a irremediable material breach of the Rental Contract;
 - c) The Hirer commits a material breach of the Rental Contract that is capable of being remedied but which is not remedied within 14 days of it receiving notice of the breach from the Owner;
 - d) The Vehicle is not returned on or before the Return Date;
 - e) The Vehicle is damaged or the Owner considers, on reasonable grounds, that the condition of the Vehicle is unsafe; or
 - f) The Owner, at its discretion, considers the Vehicle is at risk or abandoned.
- 14.3. For the purposes of clauses 14.2b) and 14.2c), repeated breaches or a series of minor breaches may constitute a material breach.
- 14.4. Termination of the Rental Contract shall be without prejudice to the rights of the Owner and the obligations of the Hirer under the Rental Contract or otherwise.
- 14.5. Upon termination of the Rental Contract, unless agreed otherwise:
- a) The Vehicle must be returned to the Owner in accordance with clause 15; and
 - b) All amounts owing under the Rental Contract will become immediately due and payable by the Hirer.

15. Delivery and Return of the Vehicle

- 15.1. The Owner will supply the Vehicle on the Rental Start Date in a safe and roadworthy condition, up to current certificate of fitness standards.
- 15.2. The Hirer and the Owner must, prior to collection, undertake an inspection of the current condition of the Vehicle and agree and record any pre-existing damage to the Vehicle in the Vehicle Assessment Form.
- 15.3. The Hirer must return the Vehicle, on or before the Return Date, to the rental location recorded in the Rental Agreement, in a clean condition and with a full fuel tank.
- 15.4. The Owner reserves the right to charge the Hirer:
- a) The cost of cleaning the Vehicle if the Vehicle is not returned in a clean condition or requires deodorising;
 - b) An Administration Fee if the fuel tank is not full, as well as the cost of filling the fuel tank; and
 - c) An Administration Fee for failing to return the Vehicle on the Return Date, as well as:

- i. A daily rental rate for each additional day that the Vehicle is not returned to the Owner; and
- ii. Any costs incurred by the Owner in recovering the Vehicle.

16. Limitation of Liability and Indemnity

- 16.1. The Hirer and the Owner acknowledge and agree for the purposes of section 5D of the Fair Trading Act 1986 and section 43 of the Consumer Guarantees Act 1993 that:
- a) The Owner and the Hirer are in trade and the services provided under the Rental Contract are being provided and acquired in trade;
 - b) The Owner and the Hirer agree to contract out of the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986, to the extent permitted by law;
 - c) It is fair and reasonable for the Owner and the Hirer to be bound by this clause; and
 - d) The Hirer has been advised, and had an opportunity, to receive independent advice before entering into the Rental Contract.
- 16.2. Except as set out in the Rental Contract, the Owner makes no warranties or other representations with respect to the Vehicle or services provided under the Rental Contract and any implied warranties or representations are excluded to the fullest extent permitted by law.
- 16.3. The Hirer indemnifies and holds the Owner harmless against all liabilities, actions, proceedings, claims, demands, losses, damages, costs and expenses (including all legal costs and expenses on a solicitor and own client basis) ("**Liability**"), including Liability arising as a result of damage to a third party's property or injury or death of any person, which the Hirer suffers or incurs as a result of the misuse of the Vehicle or a breach of the Rental Contract by the Hirer.
- 16.4. To the extent permitted by law, the Owner's liability to the Hirer under or in connection with the Rental Contract, whether in contract, tort (including negligence) or otherwise, is limited to (at the Owner's election):
- a) An amount equal to the Weekly Rental paid by the Hirer to the Owner at the date of the act or omission giving rise to the relevant claim; or
 - b) Supplying a replacement Vehicle.
- 16.5. The Owner will not be liable under or in connection with the Rental Contract, whether in contract, tort (including negligence) or otherwise, for any indirect or consequential loss or damage, or any loss of revenue or profit of any kind, suffered or incurred by the Hirer or any Authorised Driver.