



Eco Rentals Ltd
**Rental Agreement
Terms & Conditions**
Tel : 09-5278185, 027-6668222

Following terms & conditions apply to any of Eco Rentals packages, bookings or promotions listed on this website (www.ecorentals.co.nz) or any where else as authroised by Eco Rentals Ltd.

1. Definitions :

"Eco Rentals" means Eco Rentals Ltd, the provider of vehicles for rent listed on this website.

"Hirer" means the customer or the person(s) who makes the booking and the person who makes the payment for the hire.

"Hire" or "Rental" means the loan of a vehicle for an agreed duration of time by Eco Rentals to the hirer at an agreed rate which may incur additional charges depending on the date, time, usage (mileage/gasoline) and the condition when returning the vehicle.

"Booking form" or the "Rental Agreement" is a document that constitute booking details (i.e. customer details, agreed times and dates, payment details) and rental terms and conditions.

2. Rental Duration

By signing this agreement or hiring the vehicle, hirer accepts the offer to rent the vehicle stated in the booking form and hirer agrees to hire the vehicle for the duration of the hire as per the booking form / rental agreement and return back to Eco Rentals by due (return) date and time.

Both the Eco Rentals and the hirer agree that the rental duration shall start and finish at the times and dates as agreed or booked by the hirer as specified in the booking form/rental agreement.

Hirer must pickup and return the vehicle at the time (and date) specified on the booking form. Rental charges are calculated from the pickup time booked (regardless of the actual time the vehicle is picked). If an early pick up is required, this must be agreed prior to pick up of the vehicle by Eco Rentals. If hirer fails to return the vehicle at the time (and date) agreed or specified on the booking form, late charges will apply.

If the hirer wishes to use the vehicle for duration beyond the agreed duration, hirer must contact Eco Rentals at the numbers given at least 2 hours prior to the end of the agreed duration and obtain permission to use the vehicle for extra hours. Any authorised extra hours will be charged at \$28 per hour or any part hour period.

If the hirer uses the vehicle for more than the agreed duration without any prior authorisation by Eco Rentals, hirer will be charged a penalty of \$75 + \$28 per any extra hour.

If the vehicle is returned earlier than the due date/time, no refunds will be made for the unused period.

3. Booking procedure, charges and Payment

3.1 booking procedure

If using the website, hirer must check the availability and applicable rates by entering pickup and drop off dates on the booking form (click on menu option book) and selecting the required vehicle type. If a vehicle is available for the period requested and a quote is provided, hirer may proceed with the booking by entering details on the booking form and submitting the form to Eco Rentals. By submitting the booking form, it is deemed that the hirer has read and understood the Eco Rentals Terms & Conditions as outlined in this document.

Once the booking is submitted, it is reserved in our system and a copy of the reservation is sent to the hirer's email if a valid email address is provided. However; reservation is not guaranteed to confirm until the full payment is received from the hirer. Hirer must pay the rental charge and the security bond by credit card, bank transfer or cash prior to the pickup date in order to guarantee the reservation.

3.2 Rates and payment

All rates / quotes given on the website (www.ecorentals.co.nz) are valid only for online bookings made on the website and if any bookings are made on the phone, surcharges may be applied. All rates / quotes given on the website do not include insurance and purchase of a excess reduction insurance package is compulsory and can be bought by selecting an option when making the booking with Eco Rentals. **All rates, prices or bonds quoted in our website or any other materials are subject to change without prior notice except for the bookings that have been confirmed.**

Payment is required within 24 hours of the reservation and one of our representatives will be in touch with the hirer to obtain payment details if these are not already obtained. Eco Rentals require a credit card or a visa debit card details under the hirer's name for security purposes. The hirer must pay the amount quoted and confirmed for the rental along with a minimum security bond as per our rates schedule on our website prior to the pickup date. Any insurance upgrade charges can be paid at the time of the collection of the vehicle. The security bond will be refunded once the vehicle is returned in the same condition (after deducting any additional charges). Payment can be made by a credit card, debit/EFOTPOS card or cash.

3.3. Collection of the vehicle

Hirer shall collect the vehicle from our depot at 248, Mount Wellington Highway, Mount Wellington, Auckland. Office is open from 9am to 7pm seven days a week or by appointment.

The rental vehicle will be provided with a full tank of diesel at the time of pick up and the hirer must fill the diesel tank up before returning the vehicle back to Eco Rentals. If for any reason the hirer received the truck with part tank of diesel, the diesel level gauge is recorded on the rental despatch form and hirer must return the vehicle with diesel tank filled up to the original level and produce a receipt to confirm fuel has been filled up.

Failure to return the vehicle with gas tank filled up will result in an administration fee of \$28 plus any gasoline costs charged to the customer (to be deducted from the bond).

The mileage at the time of the pickup is recorded on the booking form and despatch form. It is also recorded after returning the vehicle back to Eco Rentals premises. If the hirer uses the vehicle beyond the limit of free mileage offered under the package chosen, the hirer will be charged at our extra mileage rate (as published on our website) per kilometre.

It is hirer's responsibility to pick up the vehicle on time as per the original booking. Rental charges start from the pickup time as per the original booking and not the actual pick up time. This means that if the hirer fails to pick up the vehicle on time, the duration of hire will still be the same and will not be extended.

The driver of the vehicle must be over 18 years of age and be able to produce a physical NZ or overseas full driver's license in order to be able to collect the vehicle.

If due any unforeseen circumstances Eco Rentals is unable to provide the hire of the vehicle at the time when the hirer has come to pick up the vehicle, Eco Rentals will either refund the rental fee in full or refer the hirer to another rental company (subject to availability). Hirer also has the option to change the pickup date (subject to availability) and Eco Rentals will provide a 50% discount in the above situation.

3.4 Return of the vehicle

Hirer must return the vehicle back to Eco Rentals premises at 248, Mount Wellington Highway, Auckland unless there is prior written arrangement for an alternative return. Failure to return the vehicle back to Eco Rentals premises will result in a penalty charge of \$150 plus any outstanding fees for diesel, damages and extra kilometres charged to the hirer.

When returning the vehicle, return time and mileage is recorded and vehicle is inspected for any damages and all borrowed items are checked for their condition and quantity.

Following additional charges may occur at the time of the return of the vehicle or the termination of the rental agreement

Excess Mileage: If vehicle is used beyond the limit of allowed mileage – Please refer to our website

Excess Hours : If vehicle is used beyond the allowed duration - \$28 per extra authorized hours. If any extra hours are not authorized, a penalty of \$75 applies.

Gasoline not full on return : gasoline cost + \$28 administration fee

New damages to the vehicle : excess fee applies (as per insurance option selected)

Lost / damaged spare items :

- GPS unit : \$350

- Hand Trolley : \$300

- Tie downs : \$30 per tie down

Loss of Key : \$250 for replacement

Infringement notices/parking tickets/speed tickets : any of the infringement notices incurred during the time of the rental will be charged/directed to the hirer at the time of the return of the vehicle or at a

later date. This will be charged to hirer's credit card or visa debit card and a copy of the infringement notice along with a copy of the rental agreement will be sent to the hirer.

Cleaning charges: A cleaning charge of \$100 may occur if vehicle is used outside our terms and conditions (allowing animals or pets inside the vehicles) or \$500 for any graffiti painted on the exterior body of the vehicle.

Any of the above replacement costs for lost or damaged items are not covered under any of our insurance policies and must be paid for by the hirer.

If a vehicle is returned before the agreed time or date, no refunds will be made for the unused portion or duration of the rental. **Hirer must contact Eco Rentals if the vehicle is returned earlier than the scheduled return time as specified on the booking form.**

3.5 Hirer's liabilities

Hirer is liable for

- a) any damages to or loss of vehicle or any of its parts or accessories;
- b) any damages or losses to third party vehicles or properties during the terms of hire;
- c) any consequential damage, losses or costs as a result of the hire including but not limited to towing costs, loss of revenue or rental costs;
- d) ensure hirer's own vehicle is parked at a safe or secure parking area during the term of the rental. Eco Rentals is not liable for any damages or losses to hirer's own vehicle resulted from parking at or near Eco Rentals office.

3.6 Release and Indemnity of Eco Rentals

Hirer agrees to release and indemnify Eco Rentals or any of its employees or agents from all types of liabilities to the customer or third parties (regardless of the who is at fault) for and against any losses or damages, actions, claims, demands, losses, costs (including legal costs), expenses, infringement costs as a result of the rental agreement and the hirer's use or possession of the vehicle.

3.7 Cancellation

All cancellations for confirmed bookings made at least 24 hours prior to the pickup time will be free of charge. Any cancellation made after this period will be charged a 25% cancellation charge to the customer. "No Show" or failing to pick the vehicle will incur full charge as per the booking.

4. Our (Eco Rentals) Obligations

- a) Eco Rentals shall supply the vehicle in a safe and roadworthy condition
- b) Eco Rentals shall be responsible for all ordinary and extraordinary costs of running the vehicle for the duration of the hire except to the extent that by the terms of this agreement (terms & conditions) those costs are payable by the hirer. The cost of petrol and other fuel but not oil (engine oil/break oil) used during the term of the hire is the responsibility of the hier.

5. Your (hirer's) obligations

- a) allow only authorized drivers to drive the vehicle;
- b) take reasonable care of the vehicle when driving, handling and parking the vehicle and ensure it is left securely locked and parked when not in use;
- c) check and ensure recommended levels of coolant (radiator water), break and engine oil, gasoline, battery and tyre pressure of the vehicle are maintained
- d) agree not to smoke inside the vehicle and not to allow animals or pet inside teh vehicle at any time.
- e) follow and abide by rules and laws related to driving or use of public roads and properties (NZ Land Transport Agency rules and regulations).
- f) carry driving license and rental agreement (booking form) at all times when driving the vehicle and produce to an enforcement officer when requested
- g) notify Eco Rentals at least two hour prior to end of the rental term if the hirer wishes to extend the rental agreement
- h) notify Eco Rentals of any equipment defect or mechanical failure within 24 hours from the time of the collection of the vehicle.
- i) notify of any breakdowns or accidents as soon as possible they arise and do not interfere with any mechanical repairs
- j) not interfere with the distance recorder or speedometer or any part of engine, transmission, breaking and suspension system of the vehicle except in emergency.
- k) Punctures, windscreen, glass and headlights damages charged are at the expense of the hirer (not covered by insurance)
- l) follow and abide by the terms disclosed in clause 6 as follows
- m) Follow any instructions given for the use of the vehicle. For Tail Lift trucks, tail gates must be operated only on a flat ground. If tail gate is damaged due to operating it on a slopped ground or a hill may result in any repair costs charged to the customer (insurance excess fee applies).

6. Use of the vehicle

The hirer shall not use or permit the vehicle to be used for the carriage 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 the Transport Services Licensing Act 1989.

The hirer shall not:

- a) Sublet or hire the vehicle to any other person
- b) Permit the vehicle to be operated outside his authority
- c) Operate the vehicle, or permit it to be operated in circumstances that constitute an offence by the driver against Section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or operate under the influence of any alcohol or drugs).
- d) Operate the vehicle under any of the exclusions detailed in Clause 10

- e) Operate the vehicle or permit it to be operated to propel or tow any other vehicle.
- f) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976 or any other Act, regulations or bylaws to Road Traffic.
- g) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.
- h) Operate the vehicle or permit it to be operated for the transport of animals, domestic or otherwise

7. Mechanical failures and Emergency Situations

If the rented vehicle breaks down due to mechanical failure, Eco Rentals will do its best to provide a replacement vehicle subject to availability (in Auckland area only). However; this cannot be guaranteed and in any case if Eco Rentals is unable to provide a replacement vehicle, 75% of the rental fee will be refunded back to the hirer. In this case, hirer will have to make his/her own arrangements for a replacement vehicle.

In any case of a mechanical failure, hirer must contact Eco Rentals for instructions and contact AA and wait for any assistance.

In case of an accident or a serious situation, hirer must contact relevant emergency authorities as well as Eco Rentals immediately and notify the situation in detail so an action can be taken to assist the passengers or driver in the vehicle.

8. Insurance

Insurance is not included in rental prices. It is compulsory and must be purchased at the time of booking. In case of any damage or accident, the amount of excess under the selected insurance package is payable by the hirer.

If hirer rejects Eco Rental's insurance, hirer must provide proof that he/she possesses an insurance policy that covers rental vehicles including trucks. In any case, Eco Rentals have the right to reject hirer's insurance if it does not meet the standards or requirements as set out by Eco Rentals.

If the hirer wishes to reduce their excess payable in case of an accident or damage to the vehicle, insurance upgrade options are available as below:

Reduce excess to \$2000 : insurance upgrade charge \$25 per day including GST

Reduce excess to \$1000 : insurance upgrade charge \$35 per day including GST

Subject to the exclusions set out below, the hirer and any driver authorized to drive the vehicle is fully indemnified in respect of any liability he might have to the Eco Rentals in respect of loss 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. Subject to the exclusions set out below, the hirer and any driver authorized to drive the vehicle are indemnified to the extent of \$2,000,000 in respect of any liability he 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.

Exclusions where the vehicle is not covered by insurance

- a) The driver of the vehicle is under the influence of alcohol or any drug that affects his ability to drive the vehicle.
- b) The vehicle is in an unsafe or non roadworthy 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 non roadworthy condition of the vehicle.
- c) The vehicle is operated in any race, speed test, rally or contest
- d) The interior of the vehicle is damaged or soiled by cigarette burns, cuts, spillage or foreign materials
- e) Damage caused to, or by, Ski Racks and Tyre Chains
- f) The hirer is not a body corporate or department of state and the vehicle is driven by any person not named in this agreement
- g) The vehicle is driven by any person who at the time when he drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle.
- h) The vehicle is willfully or recklessly damaged by the hirer or any other person named in this agreement or driving the vehicle under the authority of the hirer, or is lost as a result of the willful or reckless behavior of the hirer or any such person
- i) The vehicle is operated on any of the following: All ski field roads, Ball Hut access (Mt Cook), Skippers Canyon (Queenstown), all beaches including Ninety Mile Beach, Coast Rd to Russell (Northland), Lake Waikaremoana Rd SH 38 (Central North Island) any track or thoroughfare including gravel roads that is not officially designated as a road.
- j) The vehicle is operated outside the term of hire or any agreed extension of that term.
- k) The vehicle is operated in breach of any of the terms and conditions of this contract.
- l) j) Punctures, windscreen, glass, headlights damages and battery failures are not covered by insurance

It is agreed between the owner and the hirer that Section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

This rental agreement consists of a standard insurance with an excess of \$2500 in any event of an accident payable by the hirer unless an excess reduction option (insurance upgrade) is selected.

9. Rental of Tail Lift Trucks

If the hirer has rented a tail lift truck, hirer must ensure that tail lift operation instructions are obtained from our sales representative before hiring the vehicle. Hirer must not operate the tail lift on a sloping road/ground or a hill and must always operate only on a flat ground. Failure to do so or damage to the tail lift will incur in charging insurance excess direct to the hirer.

10. Termination of this agreement

Eco Rentals have the full rights to terminate this agreement in the event it is found that the hirer has breached any of the Eco Rentals terms and conditions.

