



Bay of Islands Scooter & e-Bike Hire  
bayofislandsscooterebikehire.co.nz

# Bay of Islands Scooter and E Bike Hire Limited

www.bayofislandsscooterebikehire.co.nz

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## Agreement to Hire Scooter

<b>Full Name of Hirer</b>		
<b>Address</b>		
<b>Licence Details</b>		
<b>Contact Phone #</b>		<b>Email</b>
<b>Equipment Hired</b>		<b>Cost</b>
<b>Start/Finish Dates and Times</b>		
<b>Insurance</b>		

I agree to the terms and conditions of the hire

Signed .....

In this agreement, made between the owner and the hirer, it is agreed as follows:

### Persons who may drive vehicle

The vehicle may be driven during the period of hire only by the persons named in this agreement and only if they hold a current driver licence appropriate for the vehicle they are driving at the time. **Payment by the hirer**

In addition to the specific hire payment agreed above the hirer shall pay to the owner on termination for all petrol used as fuel in the vehicle during the period.

### Hirer's obligations

The hirer shall ensure that:

- The 2-stroke oil in the vehicle is refilled if the oil light shows. Failure to do this may result in engine damage charged to the hirer.
- The tyres are maintained to the proper pressure
- Only 95 octane "Premium" fuel is put into the vehicle
- The vehicle is returned in a clean and tidy condition

The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is securely locked when not in use.

### Insurance

Subject to the exclusions set out below the hirer is indemnified in respect of liability he or she might have to the owner in respect of the loss or damage to the vehicle, its accessories, spare parts and consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its spare parts. The hirer is liable in respect of the first \$2,500 of damage or loss referred to the insurance cover unless a lower figure has been agreed above. If the the vehicle is driven in a reckless and dangerous manner whereupon the hirer will be liable for the first \$3,000 of damage or loss. If a replacement vehicle is required then any cost for the relocation will be at the hirer's expense.

### Exclusions

The indemnities referred to above shall not apply where the damage, injury or loss arises where:

- The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle.

- 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.
- The vehicle is operated in any race, speed test, rally, contest, or on any beach or unsealed road.
- The hirer is not a body corporate or department of state and the vehicle is not driven by any person named above.
- The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle.
- The vehicle is wilfully or recklessly damaged by the hirer or any 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 any such person.
- The vehicle is operated outside the term of the hire or any agreed extension of that term.

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

**Owner's obligations** The owner shall supply the vehicle in a safe and roadworthy condition. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except to the extent that by the terms of this agreement those costs are payable by the hirer. NOTE – by virtue of clause 4 of this agreement the cost of petrol used during the term of this hire is the responsibility of the hirer.

**Mechanical repairs and accidents** If the vehicle is damaged or requires repairs or salvage whether because of an accident or breakdown, the hirer shall advise the owner or his or her agent of the full circumstances by telephone as soon as possible. The hirer shall not arrange or undertake any repairs or salvage without authority of the owner except to the extent that repairs are necessary to prevent further damage to the vehicle or other property. The hirer shall ensure that no person shall interfere with the distance recorder or speedometer; or except in an emergency, any part of the engine, transmission, braking or suspension system of the vehicle. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of hire.

**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. The hirer shall not:

- Sublet or hire the vehicle to another person.
- Permit the vehicle to be used outside his or her authority.
- 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 by excess breath or blood alcohol or under the influence of drink or drugs).
- Operate the vehicle or permit it to be operated in any race, speed test, rally, contest or to propel or tow any other vehicle.
- 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 relating to road traffic.
- Operate a moped or permit it to be operated for the transport of other passengers.
- Drive or permit the vehicle to be driven by any person not holding a current driver licence appropriate for the vehicle.

**Return of the vehicle** The hirer, at or before the expiry of the term of hire, shall deliver the vehicle to the owner or his agent at the address detailed in the agreement or obtain the consent of the owner to the continuation of the hire.

Should the hirer return the vehicle earlier than stated on the agreement no refund is payable.

Should the hirer return the vehicle later than stated on the agreement then late fees of 10% and additional hire fees will apply. Immediate return of the vehicle where default or damage occurs

**Termination** The owner shall be given the right to terminate the hiring and take immediate possession of the vehicle if the hirer fails to comply with any terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

**NOTE TO HIRER:** YOU MUST KEEP A COPY OF THE AGREEMENT. A COPY MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF HIRE AND PRODUCED ON DEMAND BY ANY POLICE OFFICER OR OTHER AUTHORISED EMPLOYEE OF THE LAND TRANSPORT SAFETY AUTHORITY.

**Privacy clause** The hirer acknowledges that the information provided on this form will be held by the owner and may be held for purposes of contacting the hirer during or after the hire period by the owner or any other party authorised by the owner. The hirer may request access to the information held by the owner and may request that any information considered incorrect is changed.

<b>Credit Card Details</b>	Card Number	
	Name on Card	
	Expiry Date	