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Hire agreement between Truck & Digger Hire Limited and:

Hirer's Name _____ Email _____

Hirer's address _____ Mobile _____

_____ Landline number _____

_____ Hirer's Goods Service License number _____

Date of hire _____ Time of hire _____

Drivers/Operators name	Drivers licence ID	Expiry date	Classes

Vehicle or equipment hired / registration number	Hours / Kms out	Hire Basis Daily/Weekly/Monthly	Hire Rate	Equipment due back on:	

Replacement fuel charged at	\$	/litre	Sub total	\$	
Km's travelled in truck charged at	\$	/km	15% GST	\$	
Cleaning fee charged at	\$	/hour	Bond	\$	
			Estimate Total	\$	

Credit Card Details	
Cardholder's name:	Card type:
Credit Card number:	Expiry date:
Security code (CVC or CVV)	

I authorise Truck & Digger Hire Limited to debit my credit card as per clause 22 of the Terms and Conditions of Hire*
 Signature of cardholder: _____

I have read and accept the Terms and Conditions of Hire*

Hirer's signature: _____ Date: _____

*TERMS AND CONDITIONS OF HIRE

1. Truck and Digger Hire Limited ("T&D") will let, and the Hirer will take on hire, the vehicle and any other equipment described in the Hire Form attached ("Vehicle") for the period of hire specified in the Hire Form ("Hire Period").
2. During the Hire Period, the Vehicle may only be driven by:
 - (a) the Hirer; and
 - (b) any additional authorised persons specified in the Hire Form (if any),and in either case, only if such persons hold a full valid driver's licence appropriate for the Vehicle at the time that they are driving the Vehicle.
3. The Hirer shall **pay T&D for the hire of the Vehicle** such sum or sums as are specified in the price list attached to this Agreement ("Price List"), plus goods and services tax ("GST").
4. Hire charges for the Vehicle are calculated on a "per day" basis, where each hire day consists of a consecutive 24 hour period, unless agreed otherwise. The first hire day commences at the time of hire specified in the Hire Form. The minimum Hire Period is one day (24 consecutive hours).
5. The Hirer must return the Vehicle by the date and time as specified in the Hire Form, or the Hirer will be liable to pay a hire charge for each additional day of hire of the Vehicle.
6. The Hirer will, at or before the end of the Hire Period, either deliver the Vehicle to the place for return specified in the Hire Form (or to such other place as agreed in writing with T&D) or obtain T&D's consent to the continuation of hire (in which case the Hirer shall pay additional hire charges for the extended Hire Period). If the Hirer fails to comply with this clause, the Hirer shall be liable for additional charges for the late return of the Vehicle as set out in this Agreement.
7. If T&D agree to collect the Vehicle at the end of the Hire Period, the Hirer agrees that it is responsible for ensuring that T&D has the right to enter any property required to collect the Vehicle and the Hirer will be liable for any damage caused to such property (including land damage) as a result of the collection. The Hirer will be responsible for any costs incurred by T&D in collecting the Vehicle and will ensure that the Vehicle (and all equipment) is ready for collection. The Hirer's driver will assist T&D in the collection of the Vehicle.
8. If the Hirer returns the Vehicle prior to the end of the Hire Period, the Hirer will remain liable to pay the hire charge for each day the Hirer has agreed to hire the Vehicle as set out in the Hire Form.
9. The Hirer must comply with all restrictions applicable to any special hire rates or he or she will become liable to pay the standard rental rate that would otherwise have been charged by T&D for the Vehicle for the Hire Period.
10. The Hirer will pay for all petrol or other fuel used in the Vehicle during the Hire Period. If the Hirer chooses not to refuel the Vehicle prior to returning it, T&D will refuel the Vehicle and charge the Hirer for such **fuel at the rate described in the Price List plus GST**.
11. If the Hirer exceeds any maximum travel distance specified in the Hire Form, the Hirer will be liable to pay a **distance charge at the rate described in the Price List plus GST**.
12. The Hirer will pay **all road tolls charged for the Vehicle** during the Hire Period.
13. The Hirer will be liable for the **cost of replacing any key** not returned with the Vehicle and/or any replacement key provided to the Hirer.
14. T&D may charge the Hirer **up to \$250 plus GST for the cost of cleaning** if the Vehicle is returned in a condition requiring additional cleaning and deodorising in excess of the cleaning usually required for returned Vehicles.
15. T&D may charge **surcharges for drivers under the age of 21 or between the ages of 21-24** or refuse hire to such persons.
16. T&D may charge **transaction fee surcharges in connection with the use of a credit card** by the Hirer.
17. The Hirer will be liable to pay **interest on all moneys due and unpaid under this Agreement calculated at the rate of 8% above the interest rate payable by T&D to its bankers for overdraft accommodation, on a daily basis** from the due date for payment to the date payment is actually received.
18. The Hirer will be liable for **all costs of enforcement and collection incurred by T&D in relation to this Agreement** (including legal costs on a solicitor and own client basis).
19. The Hirer acknowledges that they shall be liable at the end of the Hire Period to **pay to T&D any applicable additional charges payable in accordance with this Agreement** including but not limited to those charges highlighted in bold throughout the Agreement.
20. T&D will deduct all charges due and payable under this Agreement from the Hirer's credit card during or after the Hire Period is completed, or the Hirer may pay such charges as agreed with T&D, such choice to be at T&D's sole discretion.
21. T&D may also request and hold a bond from the Hirer, which may be used by T&D for all charges due and payable under this Agreement.
22. **The Hirer expressly and irrevocably authorises T&D to deduct all charges determined by T&D in its sole discretion to be payable under this Agreement from the Hirer's credit card, and/or the bond, and such authority shall not be revoked without the prior written approval of T&D.**
23. The Hirer will ensure that:
 - (a) all reasonable care is taken in handling and parking the Vehicle;
 - (b) the Vehicle is left securely locked when not in use;
 - (c) the water in the radiator and battery and the oil and coolant in the Vehicle are maintained at the proper level;
 - (d) no person interferes with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, or suspension systems of the Vehicle; and
 - (e) the tyres are maintained at the proper pressure.
24. If any warning light in the Vehicle is activated, the Hirer must stop driving as soon as is safely possible and:
 - (a) refer to the manual in the glove box of the Vehicle and follow the instructions in the manual; and
 - (b) if the Hirer is unable to solve the problem, he or she must telephone T&D.
25. If the Vehicle is damaged in any way, the Hirer must, as soon as possible, advise T&D.
26. Upon request, the Hirer must immediately disclose the location of the Vehicle to T&D, and allow T&D to inspect and test the Vehicle as and when reasonably required.
27. T&D will supply the Vehicle in a safe and roadworthy condition, up to current warrantable standards.
28. If for any reason T&D are unable to supply the Vehicle from the start time and date specified on the Hire Form, then T&D will supply the Vehicle as soon as practicable.
29. If there is an accident involving the Vehicle or the Vehicle breaks down or requires repair or salvage (regardless of cause) the Hirer shall telephone T&D immediately and follow T&D's instructions.
30. If the Vehicle requires repair or salvage, T&D may, at its sole discretion and without incurring any liability to the Hirer:
 - (a) elect to provide the Hirer with a replacement vehicle (which may not be the same make or class as the Vehicle) within a reasonable timeframe, taking into account the availability of other rental vehicles and the Hirer's location; or
 - (b) elect not to provide the Hirer with a replacement vehicle and cancel this Agreement in accordance with clause 41.
31. The parties acknowledge and agree that the above is T&D's sole liability and the Hirer's sole remedy is in the event that the Vehicle breaks down or requires repair or salvage.
32. The Hirer is liable for:
 - (a) any loss or damage to the Vehicle, its accessories and spare parts arising during the Hire Period; and
 - (b) any loss of, or damage to, vehicles and property of third parties during the Hire Period arising out of or in connection with the use or misuse of the Vehicle; and
 - (c) any consequential damage, loss or costs, including salvage costs, loss of ability to re-hire and loss of revenue, incurred by T&D in connection with the Hirer's use or misuse of the Vehicle (however that loss, cost or damage may have been caused).
33. The Hirer agrees to release and indemnify T&D from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Hirer (or T&D) may suffer or incur or become liable for as a result of the use or misuse of the Vehicle, or the Hirer's breach of this Agreement.
34. The Hirer is solely responsible for ensuring that the Vehicle (including the equipment) is suitable for intended use, and for compliance with any statutory (or other) requirements in relation to that use. In entering into this Agreement the Hirer has not relied on any statement, representation, warranty or other statement by or on behalf of T&D.
35. Motor vehicle insurance is offered by T&D but the Hirer may make his or her own insurance arrangements provided these are approved by T&D.
36. If the Hirer elects to use T&D's insurance, any person named in this Agreement as a person permitted to drive the Vehicle is, subject to the damage administration fee in clause 38, any excess payable by the Hirer as noted in clause 37 and the insurance exclusions set out in clause 39:
 - (a) indemnified in respect of any liability he or she might have to T&D in respect of loss of or damage to the Vehicle and its accessories and its spare parts; and
 - (b) indemnified in respect of any liability he or she might have for damage to any property belonging to any other person and death or bodily injury to any person arising out of use of the Vehicle.
37. If the Hirer elects to use T&D's insurance **the excess payable by the Hirer is as specified in the Price List (plus GST)**, and is payable for each and every incident involving the Vehicle.
38. **An additional damage administration fee of \$100 plus GST will be applied for processing damage claims.** This fee applies to all damage claims regardless of whether the Hirer elects to use T&D's own insurance or has their own insurance arrangements. This fee may be refunded or waived at the sole discretion of T&D.
39. The Hirer acknowledges that T&D's insurance detailed in clause 36 will not apply where stated in T&D's policy of insurance, including (but not limited to) the specific excesses, exclusions, exceptions and limits of such policy of insurance, or if a claim is denied for any reason. A copy of the policy is available on request from T&D.
40. It is agreed between T&D and the Hirer that section 11 of the Insurance Law Reform Act 1977 will apply with respect to the above exclusions as if this clause constituted a contract of insurance.
41. If the Hirer elects to use his or her own insurance (in accordance with clause 35 above), then the Hirer accepts all liability for all losses, costs and damages set out in clause 32 and 33 above and agrees that clause 36 does not apply to such losses, costs and damages.
42. T&D may cancel this Agreement and take immediate possession of the Vehicle if the Hirer fails to comply with any of the terms of the Agreement, or if the Vehicle is involved in an accident, breaks down or requires repair or salvage.
43. Cancellation of this Agreement shall be without prejudice to the rights of T&D and the obligations of the Hirer under the Agreement or otherwise. In particular, the Hirer will remain liable for all hire and additional charges payable under this Agreement.
44. The Hirer must not, and undertakes and warrants that it will not:
 - (a) use or allow the Vehicle to be used for the transport of passengers for hire or reward;
 - (b) sublet or hire the Vehicle to any other person;
 - (c) allow the Vehicle to be operated outside his or her authority;
 - (d) 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 ("the Act");
 - (e) operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
 - (f) operate the Vehicle or allow it to be operated in breach of the Act, the Transport Act 1962, Land Transport (Road User) Rule 2004 or any other Act, regulations, rules, or bylaws relating to road traffic;
 - (g) 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;
 - (h) 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 full current driver's licence appropriate for the Vehicle;
 - (i) drive or allow the Vehicle to be driven off-road or on any of the roads listed in clause 42(i) above. For the purposes of this Agreement, "off-road" includes, but is not limited to, any beach, dirt track, river bed or an area likely to damage the Vehicle;
 - (j) allow the Vehicle to be driven by any person who is not named or described in Agreement as a person permitted to drive the Vehicle;
 - (k) operate the Vehicle or allow it to be operated to propel or tow any other vehicle unless specifically agreed with T&D;
 - (l) operate or allow the Vehicle to be used in involvement with any illegal activity; or
 - (m) allow any person to smoke in the Vehicle.
45. The Hirer is liable for all penalties incurred during the Hire Period related to traffic and/or parking offences, including infringement fees for speeding offences, failure to comply with traffic signals, toll offences, parking violations and vehicle clamping fees.
46. Under New Zealand law, **T&D may charge an infringement fee to the Hirer's credit card for any traffic/parking offence** committed during the Hire Period.
47. **T&D may also charge an administration fee of \$50 plus GST to the Hirer's credit card** to cover the cost of:
 - (a) debiting the Hirer's credit card; and/or
 - (b) processing and sending to the Hirer notices relating to traffic and/or parking offences.
48. T&D undertakes, in the event of receiving a notice of any traffic or parking offence, to send a copy of the infringement notice and a copy of any reminder notice to the Hirer as soon as is practicable. The Hirer also authorises T&D to provide such necessary information to the relevant issuing enforcement authority for such notices to be directed to the Hirer.
49. T&D has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a motor vehicle and completing this Agreement. The Hirer acknowledges that T&D 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. The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's credit card provider in the event that the Hirer defaults on the payment of any monies owing to T&D, or other parties involved in an accident with the Vehicle during the Hire Period, or any organisations responsible for issuing, processing or handling traffic and/or parking related infringements, and the Hirer authorises the disclosure of his or her personal information for such purposes. Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information.

Thank you for choosing Truck & Digger Hire Ltd and please feel free to contact us if you have any concerns with the vehicle or suggestions on how we may improve our service to you.