



**Scootling Ltd**  
310 Great North Rd  
Grey Lynn, Auckland  
**(09) 3600 717**  
**P.O. Box 78-168**  
**Grey Lynn AUCKLAND**

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## Terms and conditions for hire from Scootling

### i. Booking validity

Bookings are only complete when your payment has been successfully made and you receive a confirmation email from us.

### ii. Cancellation

Cancellations must be made in person or by telephone with a staff member, or by email.

Cancellation more than 5 calendar days before your booking's start time incurs a 10% forfeiture of payment.

Cancellation 48 hours to 5 calendar days before your booking's start time incurs a 25% forfeiture of payment.

Cancellation 0-48 hours before your booking's start time incurs a 50% forfeiture of payment.

Cancellation at or after the start time of your booking is considered a 'no show' and results in all your payment being forfeited. Forfeited payments are not refundable or kept as credit.

### iii. Upgrades/downgrades

If dictated by availability constraints on the day of pick up, your booking may be subject to a compulsory model downgrade with partial refund, or compulsory upgrade at no extra charge.

### iv. Times and dates

All times and dates referred to will be in New Zealand Time.

### v. Hire contract

The hire contract that you will sign in store comprises the following clauses, although the content of either this page or the in-store contract is subject to change without notice.

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

#### Vehicle description

1. The owner will let and the hirer will take on hire of the vehicle(s) specified in the confirmed booking, and/or on the hire contract to be signed in store.

Persons who may drive vehicle(s)

2. The vehicle may be driven during the period of hire only by the persons named in the contract signed in store and only if they hold a current driver licence appropriate for the vehicle at the time.

Payment by the hirer

3. In addition to the specific hire payment the hirer shall pay to the owner on termination of the hire a distance charge of 50c per kilometre over the included 50km/day limit.

4. The hirer shall pay for all petrol any 2-stroke oil used as fuel in the vehicle during the period.

Hirer's obligations

5. The hirer shall ensure that:

- The engine oil in the vehicle is checked and 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 or 98octane "Premium" fuel is put into the vehicle

- The vehicle is returned in a clean and tidy condition

6. 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

7. 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.

8. The hirer is liable in respect of a first portion of damage or loss specified in the hire contract signed in store unless the vehicle is driven in a reckless and dangerous manner whereupon the hirer will be liable for the first \$2,000.00 of damage or loss. Hirers under the age of 21 years can not be eligible for insurance cover and so need to prove alternative insurance cover is in place when hiring. If a replacement vehicle is required then any cost for the relocation will be at the hirers expense.

Exclusions

9. 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.

10. 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.

Rejection of insurance (at the sole discretion of the owner)

11. The hirer must prove adequate insurance cover before rejection of insurance will be accepted by the owner.

11a. The hirer accepts that the vehicle is hired at his or her own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts liability to the owner for any loss or damage to the vehicle and consequential loss.

11b. The hirer accepts that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property

Owner's obligations

12. The owner shall supply the vehicle in a safe and roadworthy condition.

13. 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 and other fuel including 2-stroke oil, but not other lubricating oil, used during the term of this hire is the responsibility of the hirer.

Mechanical repairs and accidents

14. 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.

14a. The owner shall be permitted to have 48 hours in which to repair or replace the vehicle.

15. 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.

16. 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.

17. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of hire.

Use of the vehicle

18. The hirer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward.

19. 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 or more than two passengers for motorcycles.
- 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

20. 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.

20a. Should the hirer return the vehicle earlier than stated on the agreement a minimum early termination fee of 2 days rental plus any extra costs that are due when the contract is recalculated shall be due and payable. If the hire period is two days or less no refund is given.

20b. 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

21. 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 the information be corrected if the hirer considers the information is wrong.