

## CONDITIONS OF AGREEMENT

### 1 In this Agreement

- a) "We", "Our" and "Us" means Polynesian Rentals Limited and includes its servants and agents;
- b) "You" and "Your" includes any person who signs this Agreement and any person whose agent signs this Agreement;
- c) "the vehicle" means the vehicle described over the page and includes any replacement vehicle provided to You by Us;
- d) "the agreed period" means that part of the rental period, specified over the page, pre-agreed between You and Us.
- e) "the rental period" means the period starting at the time of rental and ending either when the vehicle is returned to the return location specified by Us (whether by You or not) or when We receive proper information of theft or destruction of the vehicle;
- f) "damage to the vehicle" includes loss of and damage to the vehicle, its tyres, tools and accessories and any costs incurred by Us in connection with the loss or damage;
- g) "the rate card" means Our rate card in respect of the vehicle current at the time of renting;
- "the excess" means the amount referred to as "excess" in the rate card or stated in this Agreement;
- h) "the insurance" means Our policy of insurance which, subject to its terms, also covers You and other persons authorised by Us to drive the vehicle;
- i) "person" includes corporation.

2.1 You promise You are over the age of 18 years, hold a current motor vehicle driver's licence valid in the Cook Islands for the type of vehicle rented and that You have not been convicted, in the last 10 years, of any offence involving driving under the influence of alcohol or drugs, nor involving dangerous driving.

2.2 You promise that the particulars noted over the page are correct and acknowledge We rely on those promises in renting the vehicle to You.

3.1 Subject to this agreement, You are entitled to use and hold the vehicle for the agreed period and any further period authorized by Us in our discretion. You agree that at the end of the agreed period (or any further period that has been authorized by Us prior to the end of the agreed period) You will return the vehicle to the return location noted over the page during the hours We are open for business in the same condition as We rented it to you fair wear and tear excepted.

3.2 If You want to continue renting the vehicle beyond the agreed period You must ask Us at least 24 hours before the end of the agreed period, and it is in Our complete discretion to allow that, or not, and will always be subject to availability and other prior bookings.

3.3 You must return the vehicle with a full tank of fuel. If You do not, We will charge You the cost of the fuel as well as Our administration cost. Our administration cost for a scooter is **\$50** and **\$100** for all other vehicles.

3.4 You agree that a rental day consists of a 24 hour period starting at the commencement time of rental. Unless we have agreed over the page, the minimum rental period is one rental day.

3.5 If You have paid Us our airport surcharge fee, You may return the vehicle to Rarotonga Airport. Our airport office is located in the International Arrivals Terminal and will open **30 minutes** before the flights lands. You cannot, though, return a scooter to the airport and you cannot return the vehicle to the airport for a domestic flight departure.

4.1 You agree to pay to Us on demand at the Our address noted over the page (after due allowance for any prepayments) the total of:

- a) the rental charge for the vehicle during the rental period (whether a flat rate charge, or time or kilometre charge, or any other charge), any fee nominated over the page in respect of insurance cover and any other fees or charges noted over the page calculated in accordance with the rates stated in the rate card current at the time of commencement of the rental period;
- b) fuel supplied for the vehicle by Us;
- c) all taxes, charges, fines, fees, levies and tolls payable to any authority in respect of Your use of the vehicle, together with the rental and other charges of this agreement;
- d) except where otherwise provided, the charge for returning the vehicle to the address stipulated in this agreement including but not limited to towing charges and repossession charges.

4.2 You authorize Us to complete any documentation for the purposes of Our obtaining payment through a credit/debit card system or other credit accommodation and process accepted by Us for payment of Your obligations without any demand further than presentation of the relevant credit/debit card (or other sales) authorization which may be either this agreement or if We choose to use one, a separate authorization voucher.

### 5. You agree:

- a) that when not using the vehicle You will keep it securely closed (if a four wheeled vehicle) and locked and/or secured.
- b) that no person other than You is authorised to drive the vehicle without Our written consent. However, if You are a company or government department Your employee may drive the vehicle if Your employee is over the age of 18 years, holds a current motor vehicle driver's licence valid in the Cook Islands for the type of vehicle rented and complies with Your obligations under this Agreement. You will be liable to Us for Your employee's actions whether those are within the scope of employment or not;
- c) to report within 24 hours to Us any damage to the vehicle or any accident involving the vehicle, to complete as soon as reasonably possible after that damage or accident Our accident report form and any documents required by Our insurers and to comply with all Our requests to provide assistance with any litigation or investigation relating to that damage or accident;
- d) to drive and maintain the vehicle in a cautious, safe, and prudent manner and to return the vehicle in an undamaged, clean and roadworthy condition, fair wear and tear excepted; and not to drive the vehicle where warning lights suggest insufficient oil or water in the vehicle
- e) not to use the vehicle for any illegal purpose or in any race or speed test or in contravention of any law concerning the use of motor vehicles, or when the vehicle is in any way damaged or unsafe;

f) not to drive the vehicle under the influence of any alcohol or drug nor with a blood level as indicated by analysis of the driver's breath or blood in excess of that permitted by Cook Islands law.

- g) not to use the vehicle to carry passengers for hire or reward;
- h) not to use the vehicle to carry volatile liquids, gases, explosives, corrosive or inflammable substances;
- i) where the vehicle is a truck, not to use it for the transportation of any commodity other than as noted over the page, nor to convey any load which is incorrectly loaded or secured or in excess of that for which the vehicle was constructed;
- j) to use the vehicle only on properly constructed roads. In particular You will not drive the vehicle on any beach or foreshore, in salt water, lagoon areas or over ungraded or unsealed roads;
- k) to pay any fines and legal costs for offences involving the vehicle committed by any person (other than a person who the Cook Islands Police establish has stolen or converted the vehicle) during the rental period and to pay all charges imposed by any law or government body involving the vehicle during the rental period and to reimburse Us for any of those fines, costs or charges that We may have to pay;
- l) to reimburse Us for any loss (including legal costs) incurred relating to a breach of Your obligations and to indemnify Us against any liability arising out of breach of Your obligations to Us;
- m) to pay Us interest at the rate of 1.5% per calendar month or part thereof on any amount due to Us under this Agreement;
- n) that by taking the vehicle You acknowledge that it is in good order and condition and is suitable for the purpose, use or operation required by You;
- o) that there has been no reliance on advice or representations made by Us.
- p) that You are not Our agent for any purpose and You will never tell anyone else that You are.

6.1 If the vehicle is damaged during the rental period (other than by a person who the Cook Islands Police establish has stolen or converted the vehicle) then provided You have not breached the terms of the insurance You must pay the excess noted overleaf to Us (and if not noted then \$3500) and will then be entitled to the benefit of the insurance. You have the option of paying an additional \$25.00 for each day of the rental hire to reduce your excess to zero. Unless you opt to reduce your excess, you will be asked to leave a deposit for your rental. The deposit amount will be blocked (not debited) on your payment card at pick-up time or, in the case of online check-in, it will be blocked within 48 hours before the pick-up. This amount will be deducted from the authorized expense limit on your payment card.

6.2 The deposit will be used to settle any extra charges you incur whilst renting the vehicle from us (including fuel missing at return, extra-day, extra-mileage, one-way charge, etc.) The block will be lifted on return and payment in full of all charges.

6.3 If the vehicle is a truck, van, minibus or a recreational 4 wheel drive, You will have to pay for overhead damage in full without the benefit of any insurance cover. "Overhead damage" means damage to the vehicle and to any third party property from a collision between the vehicle and an overhead structure or object at a point above the level of the hood or the bonnet of the vehicle.

6.4 Your right to protection under the insurance and the extent of cover is subject to the terms of an insurance policy a copy of which is available from Us and is conditional upon You not being otherwise entitled to claim under another insurance policy.

6.5 The insurance is Ours not Yours. We are not licensed either to solicit applications for insurance or negotiate for insurance business on behalf of any insurer; the terms of the insurance are therefore non-negotiable. You will however have to pay to Us the excess noted overleaf (and if not noted then \$3500) and shall then be entitled to the benefit of the insurance.

6.6 If the damage is not covered (or fully covered) under the insurance for any reason (and if You have breached this Agreement You shall not be entitled to claim on the insurance) You agree to pay to Us all Our loss, damage and injury and indemnify Us against claims by any party for loss, damage and injury suffered as a result of any incident involving the vehicle, however caused (and even if caused in part by Our negligence).

6.7 Our entire Agreement with You as to the insurance is contained in this clause 6; We are not bound by anything You may have been told by anyone at any time that might suggest otherwise.

7 We may at any time or for any reason retake possession of the vehicle. If You have not breached this Agreement, We shall at the time of repossession provide You with a replacement vehicle similar to vehicle repossessed.

8.1 We are not liable for any loss or damage suffered by You or any person arising out of the use or operation of the vehicle including that caused by Our negligence or default. If We are found liable for any reason then the measure of damages is limited to the cost to You of obtaining a replacement vehicle either from Us or a third party. This clause has effect only to the extent that it does not contravene any applicable Cook Islands trade practices or consumer protection legislation.

8.2 You agree We will have no liability for any property stolen from the vehicle or damaged while in the vehicle at any time or that may be left in the vehicle after its return to Us.

9. You acknowledge Your interest in the vehicle is as Our bailee only and You agree not to part with possession or dispose of or encumber or assign any rights or interest in the vehicle and not to create any lien on the vehicle for repairs.

10. Where You are more than one person Your liability under this Agreement is joint and several.

11. Waiver by Us of any breach of this Agreement does not constitute a waiver of any subsequent or continuing breach.

12. Words importing gender include other genders and words importing number shall include both singular and the plural.