

PART A: CONDITIONS OF AGREEMENT – GENERAL

In return for your promises, Polynesian Rentals Limited (“Polynesian” “We” and “Us”) rents to you, signing over the page (“You”, and if more than one, jointly and severally liable to Us) the vehicle described on that same page (together with any replacement, and tools and accessories, collectively, “the Vehicle”). The terms and conditions set out on that page, and below, are the terms of this contract.

You now accept the Vehicle as being at all times the sole property of Polynesian, received by You in good order and condition (undamaged except as noted overleaf) and in a suitable condition for Your use. You agree that neither Polynesian, nor any of its servants, agents or contractors, will be liable to You for any claim You (or anyone claiming for or through You) might make for any injury or damage resulting from any defect in the Vehicle or any loss arising from any breakdown or failure of the Vehicle from any cause at all. (and even if caused or contributed to by Our negligence).

1. You expressly agree to pay Us upon demand (and We may at any time apply any deposit or blocked funds You have authorised on any card, towards):
 - a. time and other charges computed at the rate (per day) specified over the page, applying over the time between our delivery to You and Your return to Us (and any part day is treated as a full day for charging purposes); unless provided overleaf, the minimum rental period is one rental day.
 - b. the actual and reasonable repair/replacement cost of the Vehicle if the Vehicle is lost or suffers damage as a result of breach of this agreement.
 - c. the cost to Us of any fuel needed to fill the tank on return, plus an administration charge of \$100.
 - d. all other charges for which You are liable under this agreement including fines, fees, and tolls relating to Your use of the Vehicle.
2. When You present Us any relevant card, sales voucher or other means of payment, You authorise Us (without making any other demand) to complete and process, in Your name, all documentation (including but not limited to this Agreement or, separate authorisation) needed by Us to obtain payment through any card or other debit or credit payments system accepted by Us for payment of Your obligations.
3. You agree to return the Vehicle to Us at the date, time and place set out over the page. If You breach this agreement We may demand early return, and you must comply with that demand. You breach this agreement if you return the Vehicle to any other place. However, If You have pre-paid our airport surcharge fee, You may return the vehicle to Rarotonga Airport *for the limited purpose of outward international flight only*.
4. If You do not return the Vehicle on or before the date and time set out over the page (unless You have reasonable cause and have notified Us or its agent of that before), You may be liable to arrest for unlawful conversion and, at the very least You will be charged (as liquidated damages) for every full rental day (or part) until You return the Vehicle. A surcharge applies to any necessary relocation to the place set out over the page.
5. We may at any time or for any reason retake possession of the vehicle. If You have not breached this Agreement, We will, at the time of repossession provide You with a replacement vehicle of a standard not less than the Vehicle.
6. You agree that, except for ordinary fair wear and tear, You will return the Vehicle in the same condition as you received it (whether or not any damage to the Vehicle was caused by You or in some other way);
7. You agree not to use the Vehicle to transport persons or property for any sort of payment or as any sort of business, and You agree not to use the Vehicle in breach of any of any statute, regulation or by-law applying, in any way, to the use or return of the Vehicle.
8. You promise Us that You and any authorised user are each 18 years of age or over and hold a current full motor vehicle driver’s licence valid in the Cook Islands for this class of vehicle, and have not been convicted, in the last 10 years, of any offence involving driving dangerously or under the influence of alcohol or drugs.
9. You (and this clause applies, also, to any authorised user) **must not**:
 - a. 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.
 - b. part with the possession or control of the Vehicle, allow any charge or lien over it, and must not allow any person other than You or such approved persons as are listed on this agreement to drive the Vehicle.
 - c. operate the Vehicle or permit it to be operated by any person in any race, speed test or contest or in or through water or on any beach or foreshore;
 - d. operate it or permit it to be operated to propel or tow any other vehicle or person;
 - e. use it or permit it to be used recklessly, unsafely or imprudently, as to speed or in any other way, or for any illegal purpose;
 - f. use or permit the Vehicle to be used for the transport of more than the number of passengers or the weight of goods or either for which it is designed, or to carry passengers for hire or reward.
 - g. operate or use the Vehicle with when instrument indications are of insufficient oil or water, or otherwise indicating the need to stop.:
 - h. operate or use the Vehicle with any tyre insufficiently inflated;
 - i. alter or otherwise interfere with any plates or documents that are required by law to be carried on the Vehicle;
 - j. interfere in any way or allow interference with any instrumentation or data recording on the Vehicle;
 - k. leave the Vehicle, when not using it, without first locking or securing the Vehicle against theft, conversion or damage.
10. If You are a company or Crown entity, 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.

PART B: CONDITIONS OF AGREEMENT - LOSS, DAMAGE AND INSURANCE

11. You must, immediately it is practicable to do so, report to Us any accident involving or damage caused to the Vehicle, and cooperate with Us and Our insurers in all matters, arising out of that accident (including the making of statements), and associated loss, damage and injury. We accept no liability for loss of or damage, at any time suffered by any of Your property in, or removed from, the Vehicle
12. You must indemnify Us against all claims by Us or any other person for loss, injury or damage suffered as a result of any accident or incident involving the Vehicle, however that may be caused (and even if caused or contributed to by Our negligence), that liability extending to loss of and/or damage to the Vehicle or any wheel, tools and accessories lost or stolen during the period of and any resulting depreciation, loss of revenue and costs including salvage and Our legal costs
13. 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.
14. You are liable to Us, without the benefit of insurance cover, if any 1 or more of the following apply;
 - a. You have given false information to Us or our agent, or failed to give material information, whether as to the particulars overleaf, or as to any accident or in any other way.
 - b. You or any authorised user has committed and/or damage or loss has been caused by either, an intentional breach of this agreement, or by having left the Vehicle, when not using it, without first locking or securing the Vehicle against theft, conversion or damage;
 - c. You breach any provision of Our Insurance policy in respect of the Vehicle.
15. If the Vehicle is lost or damaged during the rental period and You have not otherwise breached the terms of this agreement or the terms of Our insurance, You will enjoy insurance protection under the relevant policy. If You do, You must pay Us the excess noted overleaf (or \$3,500 if not specified) and it will be charged on Your payment card at the time of pick-up. You may choose to reduce that excess to \$0 by paying an additional \$25.00 per rental day.
16. A copy of the terms and conditions of Our insurance policy is available from Us; Your protection is limited by those terms and conditions and is conditional upon You not being otherwise entitled to claim under any other insurance policy and You must supply full and correct information to Us on that. To the extent the loss or damage is not covered by Our insurance Policy, You must pay Us the shortfall in repair and other costs. In addition,
17. Without limiting the previous clause, 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 caused by 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.
18. 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 Our insurance are therefore non-negotiable.
19. Our entire Agreement with You as to the insurance is contained in this PART B; We are not bound by anything You may have been told by anyone at any time that might suggest otherwise.