

PiwiWiwi Terms and Conditions



This document is an agreement made between PiwiWiwi Limited (“the Operator”) and the Hirer whose particulars are recorded in this agreement (“the Hirer”). It is hereby agreed that:

Vehicle description and term of hire

1. The Operator will let and the Hirer will take the motor Vehicle and associated equipment, details of which are set out on page 1 of this agreement (“the Vehicle”), for the term of hire as described in this agreement.

Persons who may drive the Vehicle

2. The Vehicle may be driven during the term of hire only by the persons named or described in this agreement and only if each person holds a current full driver’s licence appropriate for the class of vehicle in this agreement. The licence details are recorded in the agreement alongside each person’s name and address. If the foreign driver’s licence is not in English, an English translation (from an NZTA authorised translation service) or international driving permit shall be carried with the foreign driver’s licence.

Payments by Hirer

3. The Hirer shall pay the Operator for the hire of the Vehicle the sums specified in this agreement. At time of booking a 20% deposit is payable which secures the booking. The balance shall be due 28 days prior to commencement of the hire. If the balance is not received 28 days prior to commencement of the hire, the Operator reserves the right to treat the booking as cancelled. If the term of hire is later extended the Hirer shall pay the Operator for the additional hire period when the Operator confirms the extended period.
4. In addition to the payment specified in Clause 3 above, the Hirer acknowledges liability at the end of the hire period to pay the Operator any applicable additional charges payable at the end of the term as outlined in Clauses 19 & 20 and, for diesel vehicles, RUC recovery fee of \$0.06/km. The Operator will deduct such charges from the Hirer’s credit card during or after the term of hire is completed, or the Hirer may pay such charges as agreed with the Operator, such choice to be at the Operator’s sole discretion.
5. All payments shall be made in New Zealand Dollars.
6. Rates include GST. Rental days are calculated on a calendar basis. Part days at the start or end of the hire are charged at the full daily rate.
7. Late pick up or early return of the Vehicle shall not entitle the Hirer to any refund of the unused portion of the rental.
8. The Hirer agrees to pay a bond equal to the applicable insurance excess at the start of the hire which will be refunded once the Vehicle and its contents have been returned in the same condition as when hired, to the agreed location, on the agreed date. The bond will be reduced rateably and proportionally to allow the Operator to put the Vehicle and/or its contents back in the same condition as at the start of hire.

Use of the Vehicle

9. The Hirer shall 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 used outside his/her authority;
 - d) operate the Vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 and 58 of the of the Land Transport Act 1998 (“the Act”);
 - e) operate the Vehicle or allow it to be operated in any 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, the 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 passengers or goods than is permitted by any relevant authority;
 - h) drive or allow the Vehicle to be driven on any roads excluded in Clause 26(h) of this agreement, or on any beach, or on any surface likely to cause damage to the Vehicle; or
 - i) allow the Vehicle to be driven by any person who is not named or described in this agreement as a person permitted to drive the Vehicle.

Hirer’s obligations

10. The Hirer shall ensure that:
 - a) all reasonable care is taken when driving and parking the Vehicle;
 - b) the Vehicle’s coolant and oil are maintained at the proper level;
 - c) the tyres are maintained at their proper pressure;
 - d) the Vehicle is locked and secure at all times when it is not in use and the Vehicle keys are kept secure. The cost of replacement keys and related services (for example courier costs) is at the Hirer’s expense;
 - e) the Vehicle is not interfered with or modified without the prior permission of the Operator;
 - f) should a warning light be illuminated or the Hirer believe the Vehicle requires mechanical attention, s/he must stop driving and advise the Operator immediately;
 - g) the fuel and freshwater tanks are filled with the correct liquids and not contaminated;
 - h) there is no smoking in the Vehicle. Any evidence of smoking in the Vehicle shall incur a cleaning fee of NZ\$500; and
 - i) animals, except for registered guide dogs, are not permitted inside the Vehicle. Any evidence of animals having been in the Vehicle shall incur a cleaning fee of NZ\$500.

Operator's obligations

11. The Operator shall supply the Vehicle in a safe and roadworthy condition, up to the current Certificate of Fitness standards.
12. The Operator shall be responsible for all ordinary and extraordinary costs of running the Vehicle during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the Hirer.
13. If the reserved Vehicle is not available for reasons outside the Operator's control, then the reserved Vehicle may be substituted with a comparable or superior Vehicle at no extra cost to the Hirer. Such Vehicle substitution shall not constitute a breach of contract and does not entitle the Hirer to any form of refund. If no substitute vehicle is available to the Hirer, the Operator's liability shall be limited to a refund of the hire charge in full.

Mechanical repairs and accidents

14. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer shall notify the Operator of the full circumstances within 24 hours in order to give the Operator the opportunity to rectify the problem during the period of hire. Failure to do so constitutes a breach of contract, and may affect claims for compensation.
15. The Hirer shall not arrange or undertake any repairs or salvage without the Operator's authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property. If the Vehicle is damaged to the extent that it cannot be driven, the Operator shall endeavour to exchange the Vehicle. Provision of an exchange vehicle is subject to availability and Hirer's location.
16. If mechanical breakdown is caused by the Hirer, the Operator shall be under no liability to provide compensation, otherwise the Operator's liability shall be limited to the refund of hire charges for any full days of vehicle use lost due to a mechanical breakdown. No responsibility for out of pocket expenses, accommodation charges or meals resulting from a breakdown or accident will be accepted.
17. The failure of accessories such as CD player, heater, and water heater do not constitute a breakdown. The Operator will endeavour to facilitate on-road repairs however should repair not be possible or fail the Hirer will not be entitled to a vehicle change or compensation.
18. The Vehicle is registered with the Automobile Association (AA) for 24 hour roadside assistance. This service is free for faults with the Vehicle.
There will be a call out charge for:
 - a) Hirer error including but not limited to running out of fuel, losing or locking in the keys, flat batteries due to incorrect use of the Vehicle and/or its equipment;
 - b) flat or damaged tyre(s) unless the Hirer has purchased the Operator's additional insurance.This service does not cover:
 - c) assistance if the Vehicle is unattended at the time the AA Service Provider arrives at the breakdown location;
 - d) assistance if the Vehicle is not on a public or formed road or is trapped or bogged.

Return of Vehicle

19. The Hirer shall, at or before the expiry of the term of hire, deliver the Vehicle to the Operator at the address shown on the front of this agreement, or obtain the Operator's consent to the continuation of the hire. Any alteration to the place the Vehicle is returned to may be subject to a charge of up to NZ\$1000. Failure to return the Vehicle at the agreed time and/or day will incur a late fee of NZ\$150 per day payable in addition to the daily rental rate.
20. The Hirer shall return the Vehicle:
 - a) with a full fuel tank. (cost to refill plus \$50);
 - b) with empty waste tanks (\$200);
 - c) with all Vehicle equipment accounted for and undamaged. (cost plus \$25);
 - d) in a reasonably clean and tidy condition. (up to \$250).Failure to do so shall result in the Hirer being charged amounts shown in brackets.

Liability

21. The Hirer agrees that any items stored with the Operator are stored at the Hirer's risk. No liability is implied or given.
22. The Hirer is liable for:
 - a) any loss of, or damage to, the Vehicle and its accessories;
 - b) any consequential damage, loss or costs incurred by the Operator, including salvage costs, loss of ability to re-hire and loss of revenue; and
 - c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.The Hirer's liability is covered by the Operator's insurance in Clause 22(a) and (b) up to the market value of the Vehicle, and \$10,000,000 in respect of Clause 22(c).

Insurance

23. Any driver named in this agreement as a person permitted to drive the Vehicle is, subject to Clause 26 and the excess payable by the Hirer as set out in Clause 24, covered against the losses set out in Clause 22.
24. The excess payable by the Hirer is stated on page 1 of the Rental Agreement and on our FAQ page: <http://piwiwiwi.co.nz/faq>.
25. In the event of any damage to a Vehicle or third party property, an additional bond shall be payable to cover the excess for any subsequent damage.

Insurance exclusions

26. The Hirer acknowledges that the cover referred to in Clause 23 will not apply at any time when:
 - a) the driver of the Vehicle is under the influence of alcohol or any drug;
 - b) the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
 - c) the Vehicle is driven in any race, speed test, rally or contest;

- d) the Vehicle is driven by anyone not named or described in this agreement as a person permitted to drive the Vehicle;
 - e) the Vehicle is driven by an unlicensed person;
 - f) the Vehicle is wilfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control. This includes sitting or standing on the roof, driving on any beach or surface likely to damage the Vehicle or cause it to become bogged or trapped, driving through flooded areas, submersing in water, contacting salt water;
 - g) the driver commits a traffic offence while driving the Vehicle;
 - h) the Vehicle was being driven on any of these roads: North Island: Ninety Mile Beach – Northland; North of Colville Township - Coromandel Peninsula; Bluff Road that runs between Kuaotunu and Mataurangi – Coromandel Peninsula; South Island: Skippers Canyon Road - Queenstown; Ball Hutt Road - Mt Cook; or
 - i) the Vehicle was operated beyond the term of this agreement or any agreed extension of the term.
27. It is agreed between the Hirer and the Operator that Section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if Clauses 23 to 26 constitute a contract of insurance.

Traffic offences

28. The Hirer is advised that Section 9.5(1) of the Land Transport (Operator Licensing) Rule 2007 permits the Operator to debit the Hirer's credit card for any infringement fee for an offence where the offence was committed during the period of hire and was:
- a) a speeding offence, a toll offence or an offence in respect of failure to comply with the directions given by a traffic signal where that offence was detected by approved vehicle surveillance equipment;
 - b) an offence for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offence against Part 6 of the Land Transport (Road User) Rule 2004; or
 - c) an offence under Section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle.
29. The Operator may also charge an administration fee of \$25 in addition to the infringement fee.
30. The Operator will send the Hirer a copy of the infringement notice and any reminder notice as soon as practicable after it is received by the Operator. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

Cancellation of Hire Agreement

31. If the Hirer cancels the booking following confirmation the following fees apply:
- a) within 3 days of receipt of confirmation, unless it is within 21 days of pick up: full refund.
 - b) 21 days or more prior to pick up: 20% of total rental charge.
 - c) 8 days or more prior to pick up: 50% of total rental charge.
 - d) 7 days or less prior to pick up or no show: 100% of total rental charge.

32. If the Hirer reduces the length of a booking following confirmation the following fees shall be payable:
- a) 21 days or more prior to pick up: no fee;
 - b) 8 days or more prior to pick up: 50% of cost of cancelled days.
 - c) 7 days or less prior to pick up: no refund for cancelled days.
33. The Operator may cancel the hire agreement and take immediate possession of the Vehicle and for that purpose enter upon any premises and remove the Vehicle at any time without notification to the Hirer (and the Hirer will be responsible for the costs of repossession) in any of the following circumstances :-
- a) the Hirer fails to comply with any of the terms of this agreement;
 - b) the Vehicle is damaged;
 - c) the Hirer has obtained the Vehicle through fraud or misrepresentation;
 - d) the Vehicle is or appears to be abandoned;
 - e) the Vehicle is not returned on the agreed date or the Operator reasonably believes that the Vehicle will not be returned at or before the expiry of the term of hire; or
 - f) the Operator considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is or has been endangered.
34. If the Operator cancels the hire agreement the Hirer has no right to, and will receive no, refund of rental charges or security deposit.
35. The termination of the hiring under the authority of this Clause shall be without prejudice to the other rights of the Hirer and the rights of the Operator under this agreement.

Indemnity

36. The Operator may assist the Hirer with installation of a child restraint. However, the Operator will not be liable for any loss, damage or injury incurred in relation to child restraints. It is the legal responsibility of the Hirer to ensure that any child is properly restrained.
37. The Hirer releases the Operator and its employees and agents from any liability to the Hirer (regardless of who is at fault) for any loss, injury or damage incurred by the Hirer by reason of rental, possession or use of the Vehicle and other equipment supplied.