

Te Aroha Rentals Limited - Vehicle Rental Agreement

TERMS AND CONDITIONS

This Rental Agreement ("the Agreement") is made on the date specified in the Schedule hereto ("the Schedule") between Te Aroha Rentals Limited ("the Owner") and the customer ("the Hirer") whose name and address appears in the Schedule.

THE OWNER AND THE HIRER AGREE AS FOLLOWS:

AGREEMENT TO HIRE

1. The Owner will let, and the Hirer will take on hire, the motor vehicle described in the Schedule ("the Vehicle") for the term of hire and on the other terms set out in this Agreement including the terms and details in the Schedule.

TERM OF HIRE

2. The term of hire ("the Term of hire") shall commence and cease at the time and dates specified in the Schedule.

PAYMENT BY HIRER

3. The Hirer shall pay the Owner the sum specified in the Schedule for the hire of the vehicle for the agreed period, ("the Hire Charge") upon signing this Agreement.
4. Notwithstanding that the vehicle hire rate may also be specified in the Schedule as a daily rate, the Hire Charge is a fixed sum payable for the period of hire specified in the Schedule.
5. The Hire Charge is exclusive of any other charges that the Hirer may incur such as (without limitation) the amounts described in clause 6.

FURTHER CHARGES

6. In addition to the Hire Charge, the Hirer shall pay any additional costs incurred in relation to the hire, whether payable by the Hirer or paid or payable by the Owner on behalf of the Hirer, set out in this Agreement ("Further Charges"), which include (but are not limited to)
 - (a) operating costs:
 - (i) the cost of petrol or diesel (but not lubricating oil) used in the vehicle during the period of the hire;
 - (ii) puncture repair costs, and tyre replacement costs where damage to a tyre is caused by failure to remedy a puncture
 - (b) charges and fines incurred by the Hirer:
 - (i) toll-road charges;
 - (ii) parking, speeding and other fines
 - (c) damage to or loss of the whole or any part of the vehicle:
 - (i) the cost of repair of damage occurring to the vehicle or the amount of the loss of the vehicle, and
 - (ii) all associated costs including the Owner's recovery costs to the extent that the damage or loss or costs are not covered by the Owner's insurance cover after deducting the amount of any insurance excess payable by the Hirer set out in the Schedule
 - (d) expenses of the hire:
 - (i) relocation and cleaning fees
 - (e) general:
 - (i) any amount paid or payable by the Owner on behalf of the Hirer
 - (ii) costs, claims, fees and charges payable by the Hirer to the Owner arising in connection with the hire or with this Rental Agreement or with the Hirer's possession or use of the vehicle, including those that become known to the Owner following the termination of the hire.

PAYMENT OF FURTHER CHARGES

7. The Hirer shall provide the Owner at commencement of the hire with details of a valid Credit Card, provided by the Credit Card holder and acceptable to the Owner ("Credit Card"), to which any Further Charges may be charged. The only credit cards otherwise acceptable to the Owner for the purpose of this clause are: Visa & Mastercard.
8. In the event that the Owner agrees to enter into this agreement without requiring the Hirer to provide details of a Credit Card, the Hirer shall pay the Owner in cash, in addition to the Hire Charge, an amount specified by the Owner but which shall not in any event be less than \$500.00, to be held by the Owner as a bond in respect of any Further Charges payable by the Hirer. Notwithstanding the foregoing, the amount of any bond shall not represent any limit to the Hirer's liability to the Owner in respect of Further Charges. The Owner shall account to the Hirer for the unused balance of any bond within 30 working days of the date of termination of the hire.

PERSONS WHO MAY DRIVE THE VEHICLE

9. The vehicle may be driven only by the persons named in the Schedule as the Hirer or as an Authorised Driver, and only if the driver throughout the time of his or her driving holds a valid, full and unrestricted
 - (a) New Zealand driver's licence, or
 - (b) an International Driving Permit together with a country-of-origin Driver's Licencethe details of which are recorded in the Schedule. All Driver's Licences and International Driving Permits (if any) must be in English or be presented at the time of signing this Agreement together with an authorised English translation.

RETURN OF THE VEHICLE

10. The Hirer shall at or before the expiry of the term of hire, deliver the vehicle to the address specified in the Schedule for return of the vehicle ("the specified return address"), or obtain the Owner's consent to the continuation of the hire.
 - (a) No refund or reduction of charges shall be available to the Hirer if the vehicle is returned earlier than the date and time stated for its return in the Schedule ("the specified return time").
 - (b) No additional hireage charge shall be payable by the Hirer if the vehicle is returned to the specified return address within one hour of the specified return time. If the vehicle is returned more than one hour after the spec-

ified return time, a full day's hire calculated at the rate per day obtained by dividing the total hireage amount by the period of complete days of hire specified in the Schedule (and where the hire period is less than one day the calculation shall be made as if the hire period was one day) shall be payable by the Hirer for the delay in returning the vehicle at any time within the 24 hours commencing with the specified return time, and a further such full day's hire shall be payable for each further 24 hours beyond the first 24 hours from the specified return time until the vehicle is returned to the return address.

- (c) The vehicle is to be returned in a clean and tidy condition; if not, a NZD\$100.00 cleaning fee may at the Owner's option be charged by the Owner to the Hirer.
- (d) The vehicle shall be returned with its fuel tank full of fuel; if the tank on the vehicle is not full of fuel at return, a NZD\$45.00 administration fee will be payable by the Hirer in addition to the cost of fuel required to fill the tank.
- (e) If the vehicle is not returned to the specified return address, a relocation fee of NZD\$500.00 may at the Owner's option be charged by the Owner to the Hirer.

RESTRICTIONS ON USE OF THE VEHICLE

11. The Hirer shall not at any time:
 - (a) Smoke in the vehicle, or permit any passenger in the vehicle to smoke;
 - (b) Carry, or permit anyone else to carry, any animal in the vehicle;
 - (c) Permit any person to drive the vehicle other than the Hirer and any other person named in the Schedule as an Authorised Driver;
 - (d) Operate the vehicle, or permit the vehicle to be operated, on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville township (Coromandel), Ball Hutt road (Mt Cook), Skippers Road (Queenstown), or on any unsealed road in the Catlins Area;
 - (e) Use the vehicle or allow the vehicle to be used for the transport of passengers for hire or reward, unless the vehicle is hired with the knowledge of the Owner for use in a passenger service licensed under Part 4A of the Land Transport Act 1998;
 - (f) Sublet or hire the vehicle to any other person;
 - (g) Permit the vehicle to be operated outside the Hirer's authority;
 - (h) Operate the vehicle, or permit it to be operated, in breach of the provisions of the Land Transport Act 1998 relating to alcohol or drugs affecting drivers, particularly sections 56, 57 and 58 of that Act;
 - (i) Operate the vehicle, or permit it to be operated, in any race, speed test, rally or contest;
 - (j) Operate the vehicle, or permit it to be operated, in breach of the Land Transport Act 1998, the Traffic Regulations 1976, the Land Transport (Road User) Rule 2004, or any other Act or Regulation or Local Authority Bylaw or Rule relating to road traffic or to the use of vehicles;
 - (k) Operate the vehicle, or permit 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;
 - (l) Drive, or permit the vehicle to be driven by any person, if at the time of driving the driver is not the holder of a current driver's licence appropriate for the vehicle.

HIRER'S OBLIGATIONS

12. The Hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.
13. It is the Hirer's responsibility to be aware of all New Zealand
 - (a) Land Transport rules and regulations relating to road transport,
 - (b) driver and vehicle regulations, and
 - (c) Local Authority Bylaws and Rules,("the Rules") as they affect the driver, or as they affect the use of the vehicle, whether parked or on the road, and the Hirer shall at all times during the hire term, in relation to such use of the vehicle, comply with such Rules.
14. The Hirer shall ensure that all responsible care is taken in relation to the operation and state of roadworthiness of the vehicle itself, such as maintaining the fuel, coolant and oil levels, and tyre pressure.
15. The Hirer shall be responsible for the cost of repair to any flat tyre, and for the cost of replacement of the tyre where the tyre is damaged due to a loss of pressure and repair is uneconomic or not feasible.
16. If any warning light in the vehicle is activated during the period of the hire, the Hirer shall immediately stop driving the vehicle and shall contact the Hirer to advise of the activation of the warning light; the Owner shall in discussion with the Hirer determine whether the vehicle continues to be driveable or whether the vehicle must not be driven further. In the latter case the Hirer shall not further drive the vehicle, and the Owner shall use its best endeavours to provide the Hirer with a replacement vehicle, but shall not be liable to the Hirer if a replacement is not available. In the event that as a result of a warning light being activated the vehicle is stopped or parked in a situation that is dangerous to people or creates a risk of damage or loss to the vehicle, the Hirer may take reasonable steps to move and secure the vehicle in a position where such risks are adequately reduced. Where not otherwise authorised by the Owner to continue to drive after activation of a warning light, and excluding necessary driving to ensure the vehicle is not creating a risk to people or to the vehicle, the Hirer shall be responsible for all damage to the vehicle arising from its being driven after a warning light has been activated.
17. The Hirer shall promptly advise the Owner if the vehicle suffers any damage during the course of the hire.
18. The Hirer shall ensure that no-one interferes with the distance recorder, or speedometer, or any part of the engine, transmission, braking or suspension

- system, of the vehicle.
19. The Hirer shall as soon as practicable and in any event within 24 hours notify the Owner of any complaints, defects or failure of the vehicle, or of any claims against the Owner known to the Hirer or reasonably anticipated by the Hirer. If the Hirer fails to so notify the Owner the Hirer shall be deemed to have waived any right of claim by the Hirer against the Owner in respect of the event and the Owner will thereupon not be liable to the Hirer for any such claim.

OWNER'S OBLIGATIONS

20. The Owner shall deliver the vehicle at commencement of the hire in a safe and roadworthy condition.
21. The Owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire, except where by the terms of this Agreement those costs are payable by the Hirer.
22. Any mechanical or towing expenses required for the vehicle necessitated by mechanical breakdown of the vehicle must be authorised by the Owner prior to the repairs or towing taking place. Failure to authorise these expenses may result in the Hirer being held liable for the costs.
23. Unless otherwise agreed with the Hirer, the Owner shall provide full comprehensive insurance cover for the vehicle during the term of the hire, but the amount of any claim payable under the cover shall be reduced by the amount of the insurance excess adopted by the Hirer as set out in the Schedule.

INSURANCE COVER

24. "Damage" in this Insurance Cover provision in relation to the vehicle includes both damage to the vehicle or part of it, and loss of the vehicle or part of it, and includes (without limitation) damage to the windscreen or body or tyres or other equipment of the vehicle not existing at commencement of the hire, damage to third-party property, damage caused by theft or conversion or attempted theft or conversion, or by fire, break-in or vandalism, and all towing and recovery and repair costs in relation to the vehicle arising from such damage.
25. The Hirer is liable for all damage to or affecting the vehicle, subject only that where the Hirer has accepted the Owner's offer of insurance cover, the limit of liability of the Hirer (unless otherwise set out in this Agreement) in respect of each event causing damage (each such incident of damage being referred to as a "claim event") shall be the cost of such damage up to the amount of the Hirer's insurance excess ("the insurance excess") stated in the Schedule. Insurance cover indemnifying the Hirer against claims made by third parties in respect of the use of the vehicle by the Hirer or by any Authorised Driver is included in the cover provided by the Owner, subject in respect of each such claim to payment by the Hirer of the insurance excess.
26. The Hirer shall be liable for the whole of the cost of any damage to the vehicle if in respect of the claim event:
- (a) as a result of the Hirer's act or failure to act, or as a result of any representation or statement made by the Hirer relevant to insurance cover or to the insurance risk in the vehicle, or for any other reason relating to the Hirer, the Owner's insurer declines cover;
 - (b) the vehicle is being operated in any race, speed test, rally or contest;
 - (c) the vehicle is being driven by any person not named in the Schedule to this Agreement;
 - (d) the vehicle is being driven by any person who at the time when he/she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
 - (e) the vehicle is being operated on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville township, the Ball Hutt road (Mt Cook), Skippers Road (Queenstown), or in the Catlins Area on unsealed roads;
 - (f) the vehicle is being operated on any beach or in any other place or circumstance where salt spray damage to any exposed part of the underneath of the car is reasonably likely to occur;
 - (g) the vehicle is being operated outside of the Term of hire or any agreed extension or renewal of that period.
27. Notwithstanding the insurance excess chosen by the Hirer and recorded in the Schedule, the Hirer shall be liable to contribute up to the insurer's maximum excess amount specified in the Schedule in respect of the cost of damage under a claim event arising in any one or more of the following circumstances:
- (a) if the Hirer is in any respect in breach of the terms of the Rental Agreement at the time of the claim event;
 - (b) the damage is caused by the wilful or reckless act of the Hirer or of any Authorised Driver or is caused by any means permitted by the Hirer (for example, sitting or standing on the bonnet or roof of the vehicle);
 - (c) the incorrect filling of fluid tanks in the vehicle by the Hirer or by any person authorised by the Hirer;
 - (d) the submersion or immersion of the vehicle in water, or salt-water damage to the vehicle;
 - (e) damage to the vehicle caused by the use of snow chains or roof racks;
 - (f) the replacement of vehicle keys which have been lost, or the cost of retrieval of keys which have been locked inside a vehicle;
 - (g) breakage or defacement of the vehicle's interior, including damage caused to the interior by entry to the vehicle in the course of theft or attempted theft of or from the vehicle;

Note: Without limitation, damage to tyres or rims, or the burning out of a clutch, or any damage arising from using the vehicle to propel or tow any other vehicle, is regarded as wilful or reckless damage.

28. The Hirer will be responsible for the whole of the cost of retrieving or recovering a vehicle which has become bogged or immobile, regardless of any insurance cover provided by the Owner or any amount of insurance excess stipulated by the Hirer.
29. (a) The obligation of the Hirer to pay the Owner the insurance excess is applicable regardless of who is at fault in respect of any damage.
 (b) The insurance excess must be paid by the Hirer to the Owner at the earlier of the time the damage report is completed, and the completion of the rental.
 (c) The excess will be refunded only if the owner is successful in recovering the full cost of repair of the damage, or re-instatement of the loss, from the third party.

30. In all cases of damage arising to the vehicle where the Hirer fails within the time allowed under this Agreement to provide the Owner with details of the claim event and a completed statement for the purposes of the Owner's insurance claim, the Hirer will be provided with a summary of the cost of the repair or re-instatement of the damage promptly upon the summary becoming available to the Owner, and the cost of the damage shall be debited in full against the Credit Card or (without limitation of the amount payable by the Hirer to the Owner) against the bond, as the case may be. If on providing the Owner with a completed statement as to the claim event in a form satisfactory to the Owner's insurer and, if appropriate, a police report regarding the claim event, the Owner is satisfied that the damage is covered by the insurance cover provided by the Owner, the Owner will reimburse the Hirer the amount paid by the Hirer less the relevant insurance excess and less any other amount due by the Hirer to the Owner under this Agreement;

Please note that third party claims can take many months to resolve.

31. Where a third party causes damage to the vehicle, the Hirer remains liable for the insurance excess as specified in this Rental Agreement. In the event that the excess or any part of it is recovered by the Owner or by the Owner's insurer from the third party, the Owner will refund the amount of the excess recovered to the Hirer.

As vehicle and accident insurance is not compulsory in New Zealand there is no guarantee that any insurance excess paid by the Hirer in respect of damage caused to the vehicle by a third party will be recovered. To assist recovery, the Hirer is advised to obtain a Police Report in respect of any incident resulting in damage to the vehicle.

32. When damage that arose during the Term of the hire is discovered after expiration of the Term of the hire, for example if the vehicle is returned when the Owner's office is not open, the Owner shall notify the Hirer as soon as possible of the nature and extent of such damage to the vehicle.
33. The premium for any insurance cover provided by the Owner is either set out in the Schedule, or is included in the Hire Charge.
34. It is agreed between the Owner and the Hirer that Section 11 of the Insurance Law Reform Act 1977 shall apply in respect of the exclusions in this Agreement as if this Insurance Cover clause constitutes a contract of insurance.

Personal belongings are not covered by the insurance provided by the Owner. The Owner recommends that the Hirer does not leave valuables in the vehicle, and that the Hirer should take out personal insurance cover for such risks.

35. Notwithstanding that insurance cover for the vehicle is offered by the Owner under this Agreement, the Hirer is free to make the Hirer's own insurance arrangements in terms approved by the Owner. If the Hirer's insurance arrangement is approved by the Owner, then such cover will substitute for the cover offered by the Owner hereunder without liability of the Owner for payment of any premiums or insurance excess to the Hirer or to the Hirer's insurer. The Owner may refuse to approve the Hirer's insurance arrangements if the Owner considers that the terms of such cover (which may include consideration of the nature and standing of the proposed insurer) do not provide cover at least comparable to the cover offered by the Owner, or if at the time of request for approval the Hirer's insurer has failed or refused to note the interest of the Owner as an insured party under the Hirer's cover. If approved by the Owner in substitution for the cover offered by the Owner, the terms of the Hirer's cover, the Owner's approval, and the confirmation of the noting of the interest of the Owner by the Hirer's insurer, must be recorded in this Agreement, and a copy of the policy document must be attached to this Agreement.

MECHANICAL REPAIRS AND ACCIDENTS

36. If the vehicle is involved in an accident, or if any problems associated with the vehicle arise (including equipment failure) the event must be reported to the Owner as soon as reasonably possible within the 24 hours following the event, in order to give the Owner the opportunity to rectify the problem promptly or to secure the vehicle from further damage. The Owner does not accept liability for any claims arising out of events notified to the Owner outside this period. The Owner will always endeavour to rectify the problem within 24 hours of being notified.
37. If the vehicle breaks down at any time during the Term of the hire, or any significant equipment failure occurs, the Hirer is requested to contact NZ Roadside Assistance.

All vehicles are registered with NZ Roadside Assistance (NZRA) for 24-hour roadside assistance. This service covers any mechanical faults with the vehicle, although NZRA charges in relation to the following events will be the responsibility of the Hirer:

- (a) The vehicle running out of fuel
 - (b) Keys being lost or locked inside the vehicle
 - (c) Flat batteries as a result of the lights (interior and exterior) being left on
 - (d) A breakdown as a result of damage caused in an accident
- The NZRA service operates 24 hrs per day, but for mechanical repairs outside normal office hours (including weekends and public holidays), some delays may occur.
PHONE NZRA TOLL-FREE 0508 697 623

38. The Hirer shall ensure that no person, whether in the course of recovery of the vehicle or in the course of any repair to the vehicle instigated by the Hirer, shall interfere with the distance recorder or speedometer, or any part of the engine, transmission, braking or suspension system of the vehicle.
In the event of damage to the vehicle caused by an accident, or breakdown of the vehicle, the Owner does not guarantee the availability of an exchange vehicle; provision of an exchange vehicle is subject to availability to the Owner of a suitable vehicle, the Hirer's location, the liability for the accident, and the remaining duration of the Term of the hire.
- (a) If an exchange vehicle is required as a result of an accident, the Hirer is responsible for making the Hirer's own way to the nearest NZRA branch or pick-up location.
 - (b) The Hirer will pay any costs relating to delivery of an exchange vehicle where the need for one arises as a result of any accident to the vehicle.
39. No replacement vehicle will be provided without receipt of an insurance claim form fully completed by the Hirer where the replacement of the vehicle is necessitated by damage to the vehicle caused by an accident.
40. In the event of an accident occurring and an exchange vehicle not being available, the Owner will not be liable for any resulting accommodation or living expenses that are incurred by or on behalf of the Hirer.
- HIRER'S LIABILITY FOR INFRINGEMENT FEES**
41. The Hirer shall be liable for any fee or fine arising from
- (a) an offence detected by approved vehicle surveillance equipment that is:
 - (i) a speeding offence; or
 - (ii) an offence in respect of failure to comply with the directions given by a traffic signal; or
 - (iii) a toll offence; or
 - (b) parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004.
- arising in relation to the use of the vehicle during the period of hire or during any further period prior to the Hirer returning the vehicle to the Owner following termination of the hire period.
42. The Owner may charge any such infringement fee to the Hirer by means of charging the amount to the Credit Card or debiting the amount against any fund held by the Owner by way of bond from the Hirer
43. Where the Owner charges or proposes to charge any such infringement fee to the Hirer by debiting the Credit Card or the bond, the Owner undertakes to send a copy of the infringement notice notifying such fee, and a copy of any reminder notice received by the Owner in respect of such fee, to the Hirer at the address for the Hirer specified in the Schedule
44. The Hirer is entitled to
- (a) challenge, complain about, query or object to the alleged offence described in the infringement notice by making such response to the issuing enforcement authority
 - (b) 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)
45. If the Owner receives notice of an infringement fee for an offence described above, then before debiting a hirer's credit card for the infringement fee the Owner shall:
- (a) forward a copy of the infringement notice, and of the rental service agreement, to the permanent address provided by the hirer in the rental service agreement, within five working days of receipt of the infringement notice; and
 - (b) notify the hirer that if the licence holder receives a reminder notice for that offence, the holder will debit the hirer's credit card for the amount of the infringement fee.
46. If the Owner does not receive an infringement notice for such an offence committed during the period of hire, but receives a reminder notice for that offence, the Owner shall:
- (a) forward a copy of the reminder notice, and of the rental service agreement, to the permanent address provided by the Hirer in the Schedule, within five working days of receipt of the reminder notice; and
 - (b) notify the Hirer that the Owner will be debiting the Hirer's credit card or the bond for the amount of the infringement fee.
47. The Owner shall charge the administration fee specified in the Schedule for each such payment of an infringement fee effected by the Owner on behalf of the Hirer.
48. The Owner shall keep copies of the infringement notice, reminder notice and this Agreement for at least six months from the date of the latest infringement notice.
49. The Owner shall remit any infringement fee paid by the Hirer to the appropriate enforcement authority as soon as is practicable.
- TERMINATION OF THIS CONTRACT**
50. The Owner shall have the right to terminate the hire and take immediate possession of the vehicle if
- (a) the Hirer fails to comply with any term or condition of this Agreement, or
 - (b) the vehicle is damaged in any way
 - (c) in the reasonable opinion of the Owner, the Hirer's driving or the driving of any Authorised Driver is likely to pose a real danger to the driver and/or to the life of any other person. In the event of termination of this contract under this provision, the Hirer and each Authorised Driver hereby authorises the Owner to release the personal details of the Hirer and of each Authorised Driver to any member of the police force, and to any other relevant Rental Service Providers for the purpose of promoting safe driving in New Zealand.
51. The Hirer shall have the right to terminate the hire if
- (a) the vehicle becomes inoperable for some reason not attributable to or caused by the Hirer, and the Owner is not able to provide an exchange vehicle within a reasonable time. For the purposes of this clause a reasonable time shall be the largest period of:
 - (i) within 24 hours where the remaining duration of the Term of the hire is not less than 2 days
 - (ii) within 12 hours where the remaining duration of the Term of hire is not less than 1 day
 - (iii) within 6 hours where the remaining duration of the Term of hire is not less than 12 hours
 - (b) and the Hirer
 - (i) returns the vehicle to the Owner if the vehicle is capable of being driven, or
 - (ii) the Hirer parks or stores the vehicle in some particular place as agreed with the Owner, and in either case
 - (iii) the keys to the vehicle are either returned to the Owner or by agreement between the Owner and the Hirer left by the Hirer for collection by the Owner.
52. Any termination of the hire under this provision shall be without prejudice to the other rights of the Owner or to the rights of the Hirer under this Agreement or otherwise.
- CANCELLATION POLICY**
53. If the Hirer's booking is cancelled by the Hirer on the day of the pickup or the Hirer fails to pick up the vehicle on hire ("a no-show") then the Hirer remains liable to pay the Owner the whole of the Hire Charge. In the event of a no-show the vehicle shall be held for a period that is the minimum of
- (a) the intended period of hire and
 - (b) the period of 24 hours from the commencement time
- and thereafter this Agreement shall be at an end other than in respect of any claim by the Owner for recovery from the Hirer of charges due to the Owner under this Agreement.
- AMENDMENTS AND ALTERATIONS, AND EXTENSIONS OF THE HIRE PERIOD**
54. The Owner's rates and conditions (as stated from time to time in brochures and/or documentation issued by the Owner) are subject to change without notice. However (subject to changes in legislation, or to rectification of patent errors or omissions in calculation made by the Owner, or to alterations requested by the Hirer in the booking) the Owner will not alter rates or conditions applicable to the Hirer's rental once the Hirer's booking has been confirmed by the Owner.
55. In the event that the Owner wishes to amend a booking, rate recalculations will be based on the higher of the rate at the time of reservation and the rate at the time of amendment ("the applicable vehicle rate").
56. Should the Hirer decide voluntarily to downgrade the vehicle type from the category booked, the Hirer will not be entitled to a refund of any difference in charges.
57. The Owner's authorisation is required to any rental extension beyond that specified in the Rental Agreement. All extensions are subject to availability and must be requested through the Owner's reservations team at least 48 hours prior to the return date under the original hire contract. The Owner may charge a penalty fee of NZD\$500.00 in addition to the current daily rate for each day of unauthorised extension of the term of hire.
58. Where an extension of the hireage period is agreed to by the Owner while a vehicle is on hire, the Owner shall calculate the additional days' charge at the agreed daily rate for the further period (which may be higher than the vehicle daily rate applicable to the original hire) for the number of days from the original date of termination of the hire until the new date of termination of the hire.