

Community Van Terms and Conditions 2023 - 2024

AGREEMENT TO HIRE

In this agreement made between Community House Mid Canterbury (CHMC) and the hirer of the community van, it is acknowledged and agreed as follows:

- The conditions set out below apply to any person or group hiring the van.
- CHMC reserves the right to cancel a booking at any time.
- CHMC reserves the right to change these Terms and Conditions at any time, without notice.

COMMUNITY VAN DESCRIPTION

1. The owner, CHMC, will let and the hirer will take on hire of the Community Van described herein and referred to as the van.

DURATION OF HIRE

2. The terms of the hire shall be set out in this agreement.

PERSON(S) WHO MAY DRIVE THE VAN

3. The van may be driven during the period of hire only by the person(s) named in this agreement and only if they are over the age of 25 and hold a full current driver's licence appropriate for the van at the time, they are driving it.
 - a) Should the vehicle be driven by any driver who is not named in this agreement and the vehicle is damaged by that driver then the hirer becomes liable for all costs of salvage, repair and any third-party damages, which costs shall become immediately due for payment.

PAYMENTS BY THE HIRER

4. The hirer shall pay CHMC in advance the payment for the hire of the van for the period specified when booking.
 - a) If the van is involved in an incident, the hirer agrees to pay any future rental loss at the van daily rate until returned to CHMC as per agreement after repair(s) have been completed.
5. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay CHMC the sum detailed in this agreement for the insurance excess cover set out in clause 10 of this agreement.
6. In addition to the payment specified in clause 4 of this agreement, the hirer shall pay CHMC on termination of the hire a distance charge at the rate detailed in this agreement per kilometer should this be applicable.
7. The hirer shall pay for all diesel used in the vehicle during the period of hire. The hirer is required to refuel the vehicle just prior to return and maintain receipts to avoid refueling charges.

- a) Should the vehicle not be returned full of fuel a \$50 re-fuelling charge will apply. This is in addition to the actual cost of the fuel required to fill the tank.
8. Should an infringement notice be received during the period of the hire and the infringement not be paid by the hirer, a processing fee of up to \$45 per infringement shall apply in addition to the infringement cost. The hirer agrees to pay and have the processing and infringement fee (at the discretion of CHMC) charged to the hirer's nominated credit card for all offences relating to:
 - a. A speeding offence; or
 - b. An offence in respect of failure to comply with directions given by a traffic signal; or
 - c. A toll road offence; or
 - d. Parking in any portion of a road or in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004. CHMC will elect to apply for transfer of the notice. Should this occur the Issuing Enforcement Authority will forward the notice directly to the hirer who can then respond directly to that Authority upon receipt, and only the processing fee will be deducted on the hirer's Credit Card.
9. The hirer acknowledges that they must pay CHMC any amount which they are liable for under the rental agreement, in respect of a breach of the agreement or for damage or loss of the van.

INSURANCE

10. A deposit is required to be paid before the van keys are released. The deposit is fully refunded when the van is returned with no damage. The hirer has two choices of deposit which must be paid using a credit card with available funds:
 - i) \$1000 full excess
 - ii) \$150 reduced excess (this option will cost the hirer \$50)
11. The hirer approves that payments shall be immediately due once CHMC is advised of any damage and shall be debited to the credit card related to this agreement. Should the nominated card decline then the hirer shall immediately provide an alternative credit card or method of payment?
12. Subject to the exclusions set out below the hirer and any driver authorised to drive the vehicle is indemnified in respect of liability he or she might have to CHMC in respect of the loss or damage to the vehicle and its accessories and spare parts and consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with recovery of the van and its accessories and spare parts.

EXCLUSIONS

The indemnities referred to above shall not apply where the damage, injury or loss arises where:

- a. The driver of the van is under the influence of alcohol or any drug that affects his or her ability to drive the van.

- b. The van is in an unsafe or un-roadworthy condition that arose during 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 un-roadworthy condition of the van.
- c. The van is driven by a person not named in this agreement.
- d. The van is driven or hired by any person who at the time when he or she drives or hires the van is disqualified from holding or has never held a driver's licence appropriate for the van.
- e. The van is willfully or recklessly damaged by the hirer or any person named in this agreement or driving the van under the authority of the hirer or is lost as a result of the willful or reckless behaviour of any such person.
- f. The vehicle is driven on any beach or unsealed private road.
- g. In the event of personal property being stolen from or attempted to be stolen from the van and the van is damaged during these events, the hirer shall be liable for any insurance excess applying to the van or for the costs of repairs to the van, whichever may be applicable.
- h. The hirer acknowledges by the signing of this agreement that they are aware of all the exclusions and damage not covered by insurance and are immediately liable for payment.

CHMC OBLIGATIONS

13. CHMC shall supply the van in a safe and roadworthy condition.
14. CHMC shall be responsible for all ordinary and extraordinary costs of running the van during the term of the hire except to the extent that by the terms of this agreement those costs are payable by the hirer.
15. Except as provided by law, CHMC is not liable to any person, and you indemnify CHMC, for any loss of or damage to any property stolen from the vehicle or otherwise lost or damaged during the rental; or left in the van after the return of the van.

MECHANICAL REPAIRS AND ACCIDENTS

16. If the van is damaged or requires repair or salvage whether because of an accident or breakdown, the hirer shall advise CHMC of the full circumstances by telephone as soon as possible.
17. The hirer shall not arrange or undertake any repairs or salvage without the authority of CHMC except to the extent that the repairs are necessary to prevent further damage to the van or other property.
18. 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 van.
19. The hirer is responsible for any punctures, tyre or rim damage that occurs during the term of hire.
20. In the event of an accident/incident CHMC is not obligated to make any refund for the unused period.
21. The hirer shall not:

- a. Sublet or hire the van to any other person.
- b. Permit the van to be operated outside the hirer's authority.
- c. Operate the vehicle/trailer 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 with excess breath or blood alcohol or under the influence of drink or drugs)
- d. Operate the van or permit it to be operated to propel or tow any other van except a trailer which does not exceed the weight limits of the towbar and the van.
- e. Operate the van 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.
- f. Operate the van or permit it to be operated for the transport of more than 11 passengers.
- g. Drive or permit the van to be driven by any person if at the time of his driving the van the hirer or any other person is not the holder of a current drivers licence appropriate for the van.
- h. Allow or permit the vehicle/trailer to be used for any illegal purpose.
- i. Transport any animal inside the van (except with the permission of CHMC and subject to all necessary approvals, permits, licenses and government requirements). An additional cleaning charge may apply.

RETURN OF THE VAN

22. If the hirer wishes to return the van earlier than stated on the hire agreement, there is NO OBLIGATION for CHMC to provide a refund for the balance of the hire period. Any refund or amendment to the hire rate is at the sole discretion of CHMC. Van hire charges are non-refundable and non-transferrable.
23. Should the van be returned dirty, then the hirer will be charged a cleaning fee of \$100. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke.

IMMEDIATE RETURN OF THE VAN WHERE DEFAULT OR DAMAGE

24. CHMC shall have the right to terminate the hiring and take immediate possession of the van if the hirer fails to comply with any of the terms of the hire agreement or if the van is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of CHMC and the rights of the hirer under this agreement or otherwise.
25. Breaches of the rental agreement shall result in the hirer paying for:
 - a. All costs to rectify the van to its original condition or replacement of the van; and/or
 - b. Loss of rental revenue to CHMC; and/or
 - c. Damage to third party property being the hirers full responsibility; and/or
 - d. All reasonable costs for towing, storage and recovery of the van

Payment is due immediately upon demand from the owner.

Credit Card Authorisation

26. The Hirer/Cardholder agrees and irrevocably authorises that if he/she has presented a credit card by way of bond or payment that any actual or consequential liability arising out of this agreement or any other agreement under the hirers name may be billed directly to this credit card, and that the Cardholder's signature will be deemed to have been made on the appropriate charge voucher.

Community Van Rental Agreement

PLEASE MAKE SURE YOU HAVE FULLY READ AND UNDERSTOOD THIS AGREEMENT BEFORE YOU COMPLETE AND SIGN THIS PAGE.

Date(s) of hire:

Name(s) of authorised drivers:

Charges

1. There are two daily rental charges available:
 - i) \$139 per day for private bookings
 - ii) \$110 per day for non-profit bookings (this includes church groups, schools and sports teams)

Daily rental includes up to 300kms. The hirer will be charged 0.59c per km thereafter.

2. The hire period begins from the time the van leaves the CHMC premises and runs until it is returned to the same location.
3. The hirer shall pay CHMC for the hire of the rental sum specified in advance of booking, unless prior arrangements have been discussed and approved by CHMC staff.
4. In addition, the hirer acknowledges that they may also be liable to pay: PLEASE TICK
 - Damages up to the CHMC excess of \$1000.00 (if any)
 - Any infringements and related fines.
 - \$100.00 cleaning charge if the vehicle is returned in a dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke.
 - \$50 charge plus cost of fuel if the vehicle is returned without being refilled with fuel (the van is diesel - it will be full upon collection).
 - Additional charges for distance driven (as specified)

Drivers

The van may be driven during the term of hire only by:

- a. The person(s) named on the agreement.
- b. Holders of a current full valid driver's licence above the age of 25

Obligations

1. The hirer must complete a vehicle log for each trip (logbook kept in van)
2. The hirer must provide a copy of the licenses for all authorised drivers to be kept by CHMC when hiring.
3. The hirer must collect and return the van to the CHMC car park at 44 Cass Street, Ashburton
4. The hirer may not sublet the van to another individual/organization.
5. If the hirer is not an individual, the person who signs this agreement on behalf of the hirer warrants that they have authority to bind the hirer and will, in any event, be personally liable for the performance of the obligations on the hirer.

Declaration

I agree to comply with the terms and conditions of this rental agreement.

Name: _____ Sign: _____ Date: _____

To be completed by Community House Staff

Copies of licences supplied for each authorised driver: Yes/No

Pre-authorised insurance excess deposit received: Yes/No

Payment for rental term received: Yes/No

To be completed by CHMC staff upon return of van

| | |
|--|---------|
| <i>Van Hire Return checklist</i> | Checked |
| <i>Vehicle log completed for each trip</i> | |
| <i>Cleaned</i> | |
| <i>Refuelled (diesel)</i> | |