

**Enrolment Profile-Master Global Rental Agreement\***  
 - Complete all areas highlighted with BLUE keyline

## ENROLMENT STATUS

New Enrolment  Profile Update *Rapid Rez (Required for Profile Update)*

### 1 PERSONAL INFORMATION

Please circle\*: Mr/Mrs/Ms/Dr Surname\*  First Name\*   
 Home address  Town/Suburb  Postcode   
 Country  Home Phone  Date of Birth (D/M/Y)\*   
 Driver's Licence No.\*  Issuing Country\*  Expiry Date (D/M/Y)\*   
 Company Name  Street Address   
 Suburb/Town  Country  Postcode   
 Business Phone  Business Fax  Email

### 2 METHOD OF PAYMENT

In order or preference list up to 2 methods of payment that you wish to use for your Budget rental. At least one major credit card is required.

BU  Budget Customer Discount number (BCD) (if known)   
 Type of Card:  Diners Club  Mastercard  Amex  Bankcard  Visa  
 Primary Card Number  Expiry Date   
 Alternative Card Number  Expiry Date

If you do not already hold a Budget Fastbreak Charge Card and you wish to have your rentals charged to a company account, please obtain approval from an authorised signatory below:

I HEREBY AUTHORISE THIS APPLICANT TO BE ISSUED WITH A BUDGET CHARGE CARD LINKED TO ACCOUNT NUMBER BU

Name  Signature  Position

Please send Fastbreak Membership Card to my:  Home Address  Business Address Note: Cash, cheques and vouchers cannot be used for this services. Bankcard can only be used for New Zealand and Australian rentals.

### 3 INSURANCE

Please read the insurance sections of the Terms and Conditions before completing this part of the Master Rental Agreement.

Acceptance or rejection of Motor Vehicle Insurance (MVI) in New Zealand represents acceptance or rejection of CDW, CDI and LDW on rentals in respective countries.

**Rentals in New Zealand**  
 To accept MVI insurance cover you need only sign (A) and (B) below.  
**ACCEPTANCE OF INSURANCE:** The hirer acknowledges that he or she is aware of the exclusions referred to in clause 7 of the New Zealand Budget Fastbreak Terms and Conditions.  
 (A)  (Signature of Hirer)  
You should not sign this unless you are sure you understand its effect.  
**HIRER'S LIABILITY:** The hirer acknowledges that he or she shall be liable for an amount up to the sum specified in the relevant rental agreement in respect of the damage or loss referred to in the insurance cover specified in clause 7 of the New Zealand Budget Fastbreak Terms and Conditions. This does not apply to damage or loss resulting from fire or from the theft or conversion or attempted theft or conversion of the vehicle.  
 (B)  (Signature of Hirer)  
You should not sign this unless you are sure you understand its effect.

**To reject MVI insurance cover, you must provide a letter from your insurance company confirming policy details and sign (C) and (D) below.**  
**REJECTION OF INSURANCE:** The hirer accepts that the vehicle is hired to the hirer at the hirer's own risk in respect to loss of or damage to the vehicle and consequential loss by the owner. The hirer accepts that he or she may be liable to the owner for any loss of or damage to the vehicle and consequential loss.  
 (C)  (Signature of Hirer)  
You should not sign this unless you are sure you understand its effect.  
**HIRER'S LIABILITY:** The hirer accepts that he or she has no insurance cover under this agreement or any rental agreement in respect of any damage, injury or loss caused to any person or property.  
 (D)  (Signature of Hirer)  
You should not sign this unless you are sure you understand its effect.

### 4 OPTIONAL COVERAGE

**\*Personal Accident Insurance (PAI) (Where available)**  
 PAI provides the driver with cover up to a certain limit for death or disablement cover and in certain circumstances medical expenses.  Accept  Decline

**\*Excess Reduction (ER) (Where available)**  
 In New Zealand reduces your excess in most cases. The excess amount and excess reduction fee may vary by age of renter, location and type of vehicle. Ask for full details at time of rental.  Accept  Decline

Protection package comprises: PAI, ER, MVI  Accept  Decline Charge per day in \$NZ will be confirmed at the time of reservation.

**IMPORTANT NOTE** If you do not initial the 'Accept' or 'Decline' boxes for insurances/coverages, we will assume you do not want to accept these options. Accordingly you may be responsible for all loss or damage depending on the terms and conditions of the Budget Rental Agreement in the country where the rental takes place.

\*The above information is a guide only and is subject to the terms and conditions of the Budget Master Rental Agreement. Charges and options for insurance/coverage vary by country and are subject to change. Please check at the time of rental. For company applications, it is important to check with your company regarding the options they have accepted as all charges will be charged to your nominated card.

### 5 CAR CLASS PREFERENCE

Tick one box only

Group X Economy Manual MCMR 1.0-1.3 litre, 5 door hatchback  
 Group A Sub Compact Manual EDMR 1.3 litre, 5 door hatchback  
 Group B Compact Manual CDMR 1.6-2.0 litre, 4 door sedan or 5 door hatchback  
 Group C Compact Auto CDAR 1.8-2.0 litre, 4 door sedan or 5 door hatchback  
 Group D Intermediate Auto IDAR 2.0-2.4 litre, 4 door sedan  
 Group E Full Size Sedan Auto FDAR 3.0-3.8 litre, 4 door sedan  
 Group F Full Size Wagon Auto FWAR 3.0-4.0 litre, 5 door wagon  
 Group P Intermediate 4WD Auto IFAR 2.0-2.4 litre, 5 door 4WD long wheelbase  
 Group W Large 4WD Auto PFAR 3.2 litre, 5 door 4WD long wheelbase  
 Group V Luxury Minivan Auto PVAR 2.4 litre, 4 door minivan  
 Group L 12 Seater Minivan Manual LVMN 2.4 litre, 12 seater van

### 6 FREQUENT TRAVELLER PROGRAMMES

Please nominate the frequent traveller programme from the list below that you want us to credit your frequent traveller miles, credits or points to<sup>†</sup>. Tick one box only and provide your account number.  <sup>†</sup>Conditions apply

AA Rewards  Air Canada  Air France  Air New Zealand  American Airlines  Emirates  Qantas  Thai Airways  United Airlines  Other

### 7 SIGN YOUR NAME

**FASTBREAK AND MASTER GLOBAL RENTAL AGREEMENT** I hereby certify that this information is true and correct. I authorise Budget to charge all costs relating to the Budget Fastbreak service to the account/s as nominated by me. As renter, I have read and agree with the enclosed Master Global Rental Agreement Terms and Conditions and have also read and understood the insurance notices that are set out for the Insurance Protection Package, both of which also appear on the Budget website - budget.co.nz. I waive any right to read and sign the notices at the time of rental.

SIGNATURE:  DATE:

PRIVACY: By completing this form you consent to us using and disclosing information about you for the purpose of your rental activity with Budget and other compatible purposes including Budget's business management, development and protection. You also consent to Budget disclosing your information to entities located outside New Zealand for these purposes and acknowledge that once your information is held outside of New Zealand it may not receive the same level of protection that New Zealand's Privacy Act requires. Budget may also use and disclose your information to send you information about products and services provided by Budget, its related companies, franchises and partner organisations.

YES, I would like to receive special offers & updates from Budget via email or post (ensure your email address is included in the Personal Information field above).

**Budget Rent a Car, Private Bag 92144, Auckland. Fastbreak Helpline 0800 200 073. Email fastbreak@budget.co.nz**

# FASTBREAK GLOBAL MASTER RENTAL AGREEMENT TERMS AND CONDITIONS

## 1. GENERAL

These Master Agreement Terms and Conditions and the Fastbreak Enrollment Form signed by the Enrollee ("Enrollment Form"), constitute the Budget Master Rental Agreement between the Enrollee and Budget (" Agreement") for the rental of cars (as defined in paragraph 5. below) from locations of Budget Rent a Car System, Inc., its subsidiaries and affiliates and participating independent licensees of Budget Rent a Car System, Inc. (collectively referred to as "Budget") offering the Budget Fastbreak program ("Fastbreak"). I, me, my and for certain notices, renter refer to the person who signs this Agreement, you and your refer to Budget.

This Agreement applies to each rental using Fastbreak as if a separate rental agreement was entered into for each car and I agree that these Terms and Conditions shall apply in relation to any car that I reserve and hire under Fastbreak ("Rental") and only such Rentals. I represent that all information on the signed Enrollment Form is true and complete. If it is not, Budget reserves the right to terminate this Agreement immediately without notice to me. I must keep the Enrollment Form's information current by notifying Budget of any changes to such information including, but not limited to, my mailing address, driver's license and charge card.

I may change my selections of optional services by providing a newsigned Enrollment Form to you within a reasonable time in advance of the Rental, at which time the new-signed Enrollment Form will become part of this Agreement. To otherwise change any choice for a particular option for a rental, I must enter into a standard rental transaction at the rental counter at the start of that rental unless otherwise permitted by law.

I ACKNOWLEDGE HAVING READ AND UNDERSTOOD THE DISCLOSURE NOTICES, WARNING NOTICES, EXCLUSIONS AND LIMITATIONS RELATED TO AND EFFECTIVE IN EACH STATE, COUNTRY OR PROVINCE IN WHICH A VEHICLE IS RENTED AND TO THE EXTENT ALLOWED BY LAW IN THE STATE, COUNTRY OR PROVINCE CONCERNED WAIVE ANY RIGHT WHICH MAY HAVE TO SEPARATELY RECEIVE OR SIGN SUCH DISCLOSURES, WARNINGS, EXCLUSIONS AND LIMITATIONS AT THE TIME OF THE RENTAL.

I acknowledge and agree that the laws of the state, country or province in which a Rental commences will govern that Rental, and I submit to the exclusive jurisdiction of the courts in that state, country or province with respect to that Rental. If any Term or Condition contained in this Agreement is prohibited by the law in a jurisdiction covering a Rental, that Term or Condition is ineffective only to the extent of the prohibition.

I AGREE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT MAY BE CHANGED FROM TIME TO TIME BY YOU AND THAT THE TERMS AND CONDITIONS IN EFFECT AT THE TIME A RENTAL COMMENCES WILL GOVERN THAT RENTAL. Changes to the Terms and Conditions will be posted as they occur on the budget.com website under the section labeled " Programs," "Fastbreak," "Terms and Conditions."

The Terms and Conditions governing Fastbreak in countries not included in this Agreement, but which are subsequently added to Fastbreak, will be the Terms and Conditions contained in the rental agreement provided in the country which the rental commences.

## 2. RESERVATIONS

I understand that: I must make an advance reservation for each Rental; that you may prescribe a minimum advance time for making a reservation; I must inform you that this will be a Fastbreak Rental; I must provide my Fastbreak Number to you; and I must provide the pick-up and return dates and locations for the Rental, and you will provide me with the estimated time and mileage (or kilometre) rates for the Rental. I consent to the reservation of credit by you in order to authorize the Rental, with the issuer of any of the credit cards on the my Enrollment Form. Solely upon my request, you will provide me with the applicable charges in effect at time of Rental for optional services selected by me on my Enrollment Form.

## 3. RENTAL

At the time of each Rental, I will obtain the car in one of two ways. Depending on the Fastbreak location, I will either select a car or, will obtain the pre-assigned car, from the designated area at the location. I will drive the selected or pre-assigned car to the exit booth, where I will show the Fastbreak hang tag attached to the car's rear view mirror that contains the Rental document, my valid driver's license and my Fastbreak credentials to your gate attendant. I understand that in some states, a signature comparison with my driver's license may be required before I am allowed to leave the location. Certain of your locations in Canada and other countries, and countries subsequently added to the Fastbreak program, may require me to sign a local rental agreement, which terms are controlling over this Agreement for Rentals commencing in that country. At the end of the Rental, I will return the car to the return location specified in the Rental document created at the start of the Rental. I will be responsible for all applicable time and mileage (kilometre) rates, charges, optional services selected on Enrollment Form, miscellaneous services, sales, use and excise taxes, including tax related surcharges for the recovery of vehicle license fees, concession recovery fees, consolidated facility charges (in California \$10/contract), Fuel Service or gas option charges, Frequent Flyer surcharges, electronic bridge and road tolls in Canada and any and all applicable surcharges in effect at time and place of the Rental.

## 4. PARTICIPATING FASTBREAK LOCATIONS

I understand that the locations where Fastbreak is available can change from time to time without notice to me and that I can be informed of the specific locations participating in Fastbreak by requesting this information at the time I reserve a Rental.

## 5. MEANING OF CAR

The word "car" in this Agreement means the rented vehicle or its replacement and includes its tires, glass, tools, equipment, accessories, plates and documents.

## TERMS AND CONDITIONS TO HIRE A RENTAL VEHICLE

An agreement made between the owner and the hirer whose particulars are entered on the Rental Agreement included in this folder. It is hereby as follows:

### VEHICLE DESCRIPTION

1. The owner will let and the hirer will hire the motor vehicle described in the Rental Agreement enclosed, hereinafter referred to as "the vehicle".

### DURATION OF HIRE

2. The term of hire shall be for the period as described in the Rental Agreement enclosed.

### PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of hire only by the hirer and persons named on the Rental Agreement and only if they hold a current full driver's licence appropriate for the vehicle at the time when they are driving the vehicle.

### PAYMENTS BY HIRER

4. The hirer shall pay to the owner as payment for the hire of the vehicle for the period of hire referred to in the Rental Agreement. The minimum rental charge is 24 hours. Each hour thereafter is charged at one-third (1/3) of the daily rate, up to three hours, which shall constitute a full days charge. If the hirer is under 25 years of age, they may incur a surcharge.
5. In addition to the payment referred to in clause 4 of this agreement the hirer shall pay to the owner the sums as specified in the Rental Agreement for each day or part of a day for the insurance 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 to the owner on termination of the hiring a distance charge at the rate referred to on the Rental Agreement.
7. The hirer shall pay for all petrol or other fuel (but no oil) used in the vehicle during the period of hire.

### HIRER'S OBLIGATIONS

8. The hirer shall ensure that:
  - (a) The water in the radiator and battery of the vehicle is maintained at the proper level;
  - (b) The oil in the vehicle is maintained at the proper level;
  - (c) The tyres are maintained at their proper pressure.
9. The hirer shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

### INSURANCE

10. Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is fully indemnified in respect of any liability he or she might have to the owner in respect of the loss or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle are indemnified to the extent of \$5,000,000 in respect of any liability he or she might have for damage to any property (including injury to any animal) belonging to any person and arising out of the use of the vehicle.

### EXCLUSIONS

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

- (a) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;
- (b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of 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 unroadworthy condition of the vehicle;
- (c) The vehicle is operated in any race, speed test, rally or contest;
- (d) The hirer is a body corporate or department of State and the driver is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- (e) The vehicle is driven by any person who at the time when he or she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle;
- (f) The vehicle is wilfully or recklessly damaged by the hirer or any other person named under clause 3 of this form, or driving the vehicle under the authority of the hirer, or is lost as a result of the wilful or reckless behaviour of the hirer or any such person;
- (g) The vehicle is operated on any of the following roads; Tasman Valley Road, Mt Cook; Skipper's Canyon, Queenstown; Ninety Mile Beach, Northland; or any unformed roads, including beaches, i.e. roads other than tarseal and metal.
- (h) The vehicle is operated outside the term of the hire or any agreed extension of that term.

It is agreed between the owner and the hirer that section eleven (11) of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance. In general this provision means that an exclusion will not apply if the hirer proves on the balance of probability that the damage or loss was not caused or contribute to by the matters referred to under the exclusion clause. The hirer acknowledges by signing the Rental Agreement that the hirer is aware of the above exclusions.

### HIRER'S LIABILITY

The hirer acknowledges that he or she shall be liable for damages or loss to the extent indicated under the heading "Hirer's Liability" on the Rental Agreement. This does not apply to damage or loss resulting from fire or from the theft of conversion or attempted theft of the vehicle.

### REJECTION OF INSURANCE

11. If insurance is rejected, the hirer accepts by signing the front of the enclosed Rental Agreement that the vehicle is hired at the hirer's own risk in respect of loss or damage to the vehicle and consequential loss by the owner. The hirer accepts by signing the Rental Agreement that he or she may be liable to the owner for damage to or loss of the vehicle and consequential loss.

If insurance is rejected the hirer accepts by signing the Rental Agreement that he or she has no insurance cover under this agreement in respect of any damage, injury, or loss caused to any person or property.

### OWNER'S OBLIGATIONS

12. The owner shall supply the vehicle in a safe and roadworthy condition.
13. The owner shall be responsible for all ordinary and extraordinary cost 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.

NOTE: By virtue of clause 7 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the hire is the responsibility of the hirer.

## **MECHANICAL REPAIRS AND ACCIDENTS**

14. Roadside assistance is available for all mechanical problems that relate to the vehicle specified in the rental agreement. A call out fee for non-mechanical problems caused by the driver or passengers may be charged to the renter at the discretion of Budget Rent a Car.
15. If the vehicle is damaged or requires repair or salvage, whether because of an accident or breakdown, the hirer shall advise the owner of the full circumstances by telephone as soon as possible.
16. The hirer shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
17. 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 systems of the vehicle.

## **USE OF THE VEHICLE**

18. The hirer shall not use or permit the vehicle to be used for the carriage 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 1 of the Transport Services Licensing Act 1989.
19. The hirer shall not:
  - (a) Sublet or hire the vehicle to any other person;
  - (b) Permit the vehicle to be operated outside his or her authority;
  - (c) Operate the vehicle or permit it to be operated, in circumstances that constitute an offence by the driver against any of sections 56, 57 and 58 of the Land Transport Act 1998 (which relate to driving under the influence of drink or drugs);
  - (d) Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
  - (e) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Land Transport Act 1998, the Traffic Regulations 1976, or any other Act, regulations, rules or bylaws relating to road traffic;
  - (f) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
  - (g) Drive or permit the vehicle to be driven by any person if at the time of his or her driving the vehicle, the hirer or other person is not the holder of a current driver's license appropriate for the vehicle.

## **RETURN OF THE VEHICLE**

20. The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the address from which the vehicle was hired or to such place of business of the owner or the owner's agent as may be agreed upon, or obtain the owner's consent to the continuation of hire.

## **IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE OCCURS**

21. The owner shall have right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the hiring under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

## **PARKING**

22. All penalties relating to parking and/or traffic offences are the responsibility of the renter. An administration fee will be applied to process these infringements. These are: Speeding \$25 incl GST and Parking \$15 incl GST.

## **PERSONAL ACCIDENT COVER**

Budget in association with its insurers can provide additional personal accident cover ("PAI") (to that available under the terms of the Accident Compensation Act 1982) to cover the occupants (excluding hitch-hikers) of the hired vehicle, who may suffer death or personal injury, caused as a result of a motor vehicle accident, whilst travelling in, alighting from, or entering the Budget vehicle whilst on hire. To effect such PAI the specified space on the Master Rental Agreement must be signed and the appropriate premium paid. The PAI is available to persons who are aged 15 to 70 years at the time of accidental death or personal injury. The cover is subject to the terms, conditions and limitations of the Master Policy of the PAI held at the registered office of Budget Rent a Car, Auckland.

## **BENEFITS**

- Accidental Death (to occupants aged 15-70)
- Loss of one or more limbs or eyes
- Temporary total disablement for a period not exceeding fifty-two weeks from the happening of the event
- Medical Expenses

Note: The hirer acknowledges that the above mentioned benefits and exclusions are only a brief summary. For full terms and conditions contact Budget Rent a Car.

## **PRINCIPLE EXCLUSIONS**

No benefits are available in the event of:

- There being a violation of the terms and conditions of the Rental Agreement.
- Intentional injury or suicide.
- Mental unsoundness, racing or pacemaking.
- Acts of war, riot or civil commotion.
- Any accident whilst on board the Inter-Island Ferry.
- Disease of any kind, or Childbirth.
- Hitch-hikers.
- The occupants being under 15 or over 70 years of age.

## **PRIVACY ACT**

The information requested from you is to enable this company to assess your request to hire a vehicle from us, and in order to comply with the requirements of the Transport Services Licensing Act 1989. You do not have to supply this information, but if you do not, we are unable to hire a vehicle to you.

## **NOTE TO HIRER**

The owner must give you at least one copy of the Rental Agreement. A copy must be kept in the vehicle throughout the term of the hire and produced on demand by any police officer or traffic officer.