



#### SECURITY CAPABILITIES AND POLICY FOR TRANSMISSION OF PAYMENT CARD DETAILS

We will not use credit card information for any purpose other than to process your payments. Your CSV number will not be stored once payment has been successful.

Credit card details are not stored anywhere in our database at any time, but they are transmitted from our website to the DPS payment gateway with SSL encryption.

#### CONSUMER DATA/PRIVACY POLICY

Island Car & Bike Hire does not use cookies to collect your personal information. Cookies are only used to complete bookings on the site.

We do not share, sell, rent or barter your personal information or provide any other customer information to other companies or organizations. We may share this information, and only that information which is absolutely necessary, with those third parties that are involved in the processing of your order. For example, the financial institution that issued your credit card.

We may use your email address to communicate with you to either respond to a query or request information relating to your booking.

Transactions using the DPS Gateway secure site ensure that privacy and security of credit card transactions. Island Car & Bike Hire has no access to this information which is between the renter and DPS Gateway. For further information on our Privacy Policies, please refer to our full [Privacy Statement](#).

#### TERMS AND CONDITIONS OF AGREEMENT

##### 1. THE RENTER

I agree that by signing this agreement on my own behalf or on behalf of another person or company or joint renter or otherwise that we are described as "RENTER" in this Agreement.

##### 2. THE VEHICLE

Renter understands that he/she rents the vehicle described here in as "the Vehicle" from ISLAND CAR & BIKE HIRE LTD hereinafter referred to as "ISLAND CAR & BIKE HIRE LTD".

##### 3. THE DRIVER

Renter declares that:

- a) He/She is the driver and only he/she will drive the vehicle unless permission has been granted by ISLAND CAR & BIKE HIRE LTD He/She is not under 21 years of age; and
- b) He/She holds a current Cook Islands Motor Vehicle drivers Licence for the class of vehicle hired, and
- c) He/She has honestly and correctly set out his/her particulars here in.

##### 4. DRIVING THE VEHICLE

Renter PROMISES that when driving the vehicle he/she will:

- a) not use the Vehicle for any illegal purpose, for any race or contest, to tow or to propel a vehicle or trailer or carry more passengers or load than that for which the vehicle was built;
- b) NOT BE UNDER THE INFLUENCE OF ALCOHOL OR ANY OTHER INTOXICATING DRUGS;
- c) Not refuse or fail to undergo a breath of blood analysis when directed by a member of the Police force;
- d) Not allow any use of the vehicle to carry passengers for payment of any kind;
- e) Not abuse or misuse the vehicle or drive or use it in a negligent way or when it is damaged or unsafe;
- f) NOT USE THE VEHICLE ON UNMADE OR UNSEALED ROADS OR SURFACES OR ANY BEACH, IN PARTICULAR THE ROAD TO WIGMORE'S WATERFALL

- g) Not use the vehicle to carry inflammable liquids or gases

- h) NOT LEAVE THE VEHICLE UNLOCKED WHEN PARKED or leave the vehicle parked in an unsafe or negligent way as to be damaged by sea water or falling coconuts.
  - i) Rectify all damage to tyres, undercarriage, suspension or mechanical components of the vehicle other than damage attributable to normal wear and tear and for rectifying body damage other than damage caused by a specific collision on a public road.
  - j) Ensure that WATER in radiator, OIL in engine and TYRE pressures are kept at proper levels.
5. RETURNING THE VEHICLE

5.1 Renter will return the vehicle to:

- a) ISLAND CAR & BIKE HIRE LTD to the place of the origin at the date and time specified here in or if an extension has been granted by ISLAND CAR & BIKE HIRE LTD then at such later date and time as agreed; and b) In the same condition as it was when rented fair wear and tear excepted; and
- c) WITH A FULL TANK OF FUEL.

5.2

- a) if the vehicle is not returned to ISLAND CAR & BIKE HIRE LTD by the date and time specified herein without reasonable cause and without notifying ISLAND CAR & BIKE HIRE LTD overdue time will be charged at the rate of \$20 (twenty dollars) per hour or part thereof and furthermore the Renter renders him/herself liable to arrest for unlawful conversion.
- b) ISLAND CAR & BIKE HIRE LTD may terminate this Agreement and repossess the vehicle without notice if it suspects that the Renter has breached this agreement OR if it is likely that damage or injury may occur.
  - 5.3 If ISLAND CAR & BIKE HIRE LTD repossesses the vehicle under clause 5.2 b) Renter remains liable to pay to ISLAND CAR & BIKE HIRE LTD all costs and charges he/she already incurred under this agreement.
  - 5.4 A minimum cleaning charge of \$100 will be imposed if in ISLAND CAR & BIKE HIRE LTD opinion the vehicle is returned in an excessively dirty or soiled condition.

## 6. ACCIDENTS AND DAMAGE

- 6.1 The word "damage" includes loss of and damage to the Vehicle, its tyres, (including spare) tools, accessories and equipment and all costs or expenses including salvage, storage, towing, arising from such damage
- 6.2 Damage to the Vehicle

a) In addition to any liability under clause 4

(i) Renter is liable to ISLAND CAR & BIKE HIRE LTD for all damage to the Vehicle where there has been a breach by renter of this agreement or when he/she has made an incorrect declaration;

b) In the case of "Joint Renter" they shall be jointly and severally liable in respect of the provisions of this agreement.

6.3 Provided the Renter has not breached any of the terms and conditions of this agreement, his/her maximum liability for damage to the vehicle for each and every claim shall not exceed the EXCESS entered herein except under 6.2 a) 6.4 Damage to Third Parties

ISLAND CAR & BIKE HIRE LTD has arranged an insurance policy limited to a maximum of \$100,000 against liability of Renter for damage to property of persons other than Renter or a member of his family or property in his physical or legal custody arising from the use of the vehicle.

6.5 Liability under 6.4 is not covered by the policy:

- a) Where Renter is entitled to indemnity under another insurance policy; or
- b) Where Renter is liable to ISLAND CAR & BIKE HIRE LTD for damage to the vehicle under 6.2 a)
  - 6.6 Renters maximum liability for THIRD PARTY damage shall be the same as Renters maximum liability for Damage to vehicle under 6.3.
  - 6.7 Liability of Island Rentals

- a) ISLAND CAR & BIKE HIRE LTD gives no warranty as to the condition of the vehicle or consequential loss or damage; and
- b) ISLAND CAR & BIKE HIRE LTD is not liable to any person and Renter indemnifies ISLAND CAR & BIKE HIRE LTD for any loss or damage to any property stolen from the vehicle or otherwise lost during hiring or any property left in the vehicle after its return to ISLAND CAR & BIKE HIRE LTD.

## 7. CLAIMS AND PROCEEDINGS

Where use of the vehicle by Renter results in any claim, accident damage or loss, Renter,

- a) Will report such incident to ISLAND CAR & BIKE HIRE LTD as soon as possible after the event.
- b) Will not, without the written consent of ISLAND CAR & BIKE HIRE LTD, make or give any offer, promises or payment, settlement, waiver, lease, indemnity or admission of liability;
- c) Agrees ISLAND CAR & BIKE HIRE LTD or its insurers may at their own cost, bring, defend, enforce or settle any legal proceedings against third parties.

d) Will complete and furnish to ISLAND CAR & BIKE HIRE LTD within a reasonable time any statements, information assistance which ISLAND CAR & BIKE HIRE LTD or its Insurers may reasonably require, including attending at layers offices and at Court to give evidence.

#### 8. PAYMENT

Renter agrees to pay Island Rentals on demand:

- a) Charges in accordance with this Agreement at ISLAND CAR & BIKE HIRE LTD rates schedule current at the date of commencement of the rental.
- b) All monies payable by ISLAND CAR & BIKE HIRE LTD or Renter arising out of the use of the vehicle by Renter or imposed on ISLAND CAR & BIKE HIRE LTD or on Renter by any Governmental or other competent authority; and
- c) All monies for which Renter is liable to ISLAND CAR & BIKE HIRE LTD under this Agreement in respect of damage, loss or otherwise.

For more information visit [www.islandcarhire.co.ck](http://www.islandcarhire.co.ck), email [enquiries@islandcarhire.co.ck](mailto:enquiries@islandcarhire.co.ck) or call us