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1 Introduction

1.1 Agreement

Your contract to hire a Vehicle from Us (**Agreement**) consists of:

(a) the Details Page;
(b) the Vehicle hire agreement (**Hire Agreement**) You have signed to hire the Vehicle from Us;
(c) the Vehicle Condition Report;
(d) Our Privacy Policy;
(e) these hire Terms and Conditions (**Terms and Conditions**); and
(f) the Area of Use diagram.

and together they create binding and enforceable legal obligations.

1.2 Relevant law

(a) The laws of New Zealand govern the Agreement and You agree that New Zealand courts have exclusive jurisdiction to determine any dispute that arises between You and Us.
(b) You have consumer rights conferred by the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 and neither this clause nor any other provision of the Agreement excludes, restricts or modifies any implied terms, guarantees or rights You may have under those Acts.

1.3 Electronic Signatures

(a) We use Electronic Signatures as a means of entry into the Agreement.
(b) When You insert an Electronic Signature You:
  (i) consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Agreement; and
  (ii) agree to enter into this Agreement in electronic form and that this document is a true representation of the Agreement between the parties and has the same status as if signed using a paper-based ink signature.

1.4 Amending these Terms and Conditions

We may amend these Terms and Conditions by providing You with 30 days' notice in writing. If You do not accept the amendments or replacement, You **must** return the Vehicle prior to the end of the 30 day period.

2 Who may drive the Vehicle?

IMPORTANT NOTICE

Damage cover is excluded if You or an Authorised Driver breach any part of this clause 2. See clause 17 (Major Breach, termination and repossession) for further details.

2.1 Authorised Drivers

(a) Only You or an Authorised Driver, who each meet all of the requirements of this clause 2, can drive the Vehicle.
(b) Allowing anyone who is not an Authorised Driver to drive constitutes a Major Breach of the Agreement that excludes You and any Authorised Driver from all entitlement to Damage cover indemnity under clause 12 of these Terms and Conditions.

2.2 Age limits

(a) You and any Authorised Driver **must** be at least 18 years of age and have paid the under 21 surcharge if applicable.
(b) The maximum age for all drivers is 75 years of age.
(c) All drivers **must** have no less than 12 months driving experience.

2.3 Licence requirements

(a) You and any Authorised Driver must also have a valid licence to drive the Vehicle which is:
  (i) Issued in New Zealand;
  (ii) An internation licence issued in English; or
  (iii) an international licence not issued in English but which is accompanied by either a valid International Driving Permit issued in accordance with a United Nations Convention on road traffic or an accurate English translation of the licence issued by:
    (A) a NZ Transport Agency authorised translation service;
    (B) a diplomatic representative of a high commission, embassy or consulate;
    (C) the authority that issued Your overseas licence; or
    (D) a Notary Public Office in China;
(b) The licence **must** be:
  (i) appropriate for the class of the Vehicle; and
  (ii) not subject to any restriction or condition.
(c) Restricted licence holder (yellow licence) may drive the Vehicle but a surcharge applies.

2.4 Driver Check

Driver Check, operated by the NZ Transport Agency, allows Us to ensure that drivers of Our vehicles are appropriately licenced. When You sign the Hire Agreement You are authorising Us and consenting to Us using Driver Check to verify Your licence status and that of any Authorised Driver.

2.5 Cancelled and suspended licences

The Vehicle **must not** be driven:

(a) whilst Your driver's licence is cancelled or suspended, including as a result of an accumulation of demerit points; or
(b) if Your licence has been cancelled or suspended, within two (2) years of the date of the Hire Agreement.

2.6 Prior insurance history

The Vehicle **must not** be driven by You or an Authorised Driver if either You or the Authorised Driver has been refused motor vehicle insurance or had a policy of motor insurance cancelled or declined by an insurer at any time prior to entering into the Agreement.

3 Prohibited Use

IMPORTANT NOTICE
Damage cover is excluded if You or an Authorised Driver breach any part of this clause 3. See clause 17 (Major Breach, termination and repossession) for further details.

3.1 Prohibited driving

(a) The Vehicle **must not** be driven by You or any Authorised Driver:
- (i) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
- (ii) recklessly or dangerously;
- (iii) whilst the Vehicle is damaged, unsafe or unroadworthy; or
- (iv) who is affected by any medical condition which might in any way impair Your ability to safely manage the Vehicle.

(b) You **must not** allow the Vehicle to be driven:
- (i) at a speed more than the relevant speed limit and never more than 110 kilometres per hour, even if the speed limit is unregulated or higher; or
- (ii) above a maximum speed of 80 kilometres per hour on any gravel, dirt, or other unsealed road, even if the speed limit is unregulated or higher.

(c) The Vehicle **must not** be driven between dusk and dawn unless it is in an urban area (classified as a functional urban area by Stats NZ) and has street lighting operating.

3.2 Prohibited conduct

You and any Authorised Driver **must not**:

(a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
(b) interfere with the Vehicle's engine, transmission, braking or suspension systems;
(c) allow the Vehicle to be driven or operated in circumstances that constitute an offence against sections 56, 57, 57AA, 57A or 58 of the Land Transport Act 1998;
(d) use the Vehicle:
- (i) for any illegal purpose;
- (ii) to move or carry:
  - (A) dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005; or
  - (B) hazardous, biohazardous, infectious, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;
- (iii) to propel or tow another vehicle or a trailer;
- (iv) to carry or transport illegal drugs or substances; or
- (v) in connection with the motor trade for experiments, tests, trials or demonstration purposes;

(e) allow the Vehicle to be operated outside Your authority or by any person who is not an Authorised Driver;
(f) operate the Vehicle or allow it to be operated in breach of the Land Transport Act 1998, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic or the Freedom Camping Act 2011;
(g) use or allow the Vehicle to be used for the transport of passengers for hire, fare or reward or rideshare purposes unless You have Our prior written authority for use of the Vehicle in a passenger service licensed under Part 4A of the Land Transport Act 1998; or
(h) use a mobile phone in a moving or stationary Vehicle that is not parked:
- (i) to make or receive a phone call;
- (ii) to send a text message, video message, or email;
- (iii) to perform any audio function; or
- (iv) as a navigational device,

unless the body of the phone is securely mounted in the Vehicle and its operation does not involve:
- (A) entering information, text, numbers or symbols, except if that operation can be performed using voice controls only; or
- (B) scrolling on the device.

3.3 Prohibited actions

(a) You and any Authorised Driver **must not**:
- (i) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
- (ii) modify the Vehicle in any way;
- (iii) sell, rent, lease or dispose of the Vehicle; or
- (iv) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999.

(b) You and any Authorised Driver **must not** use the Vehicle to carry:
- (i) more than the number of passengers for which the Vehicle is licenced; or

(ii) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.

4 Permitted and prohibited areas of use

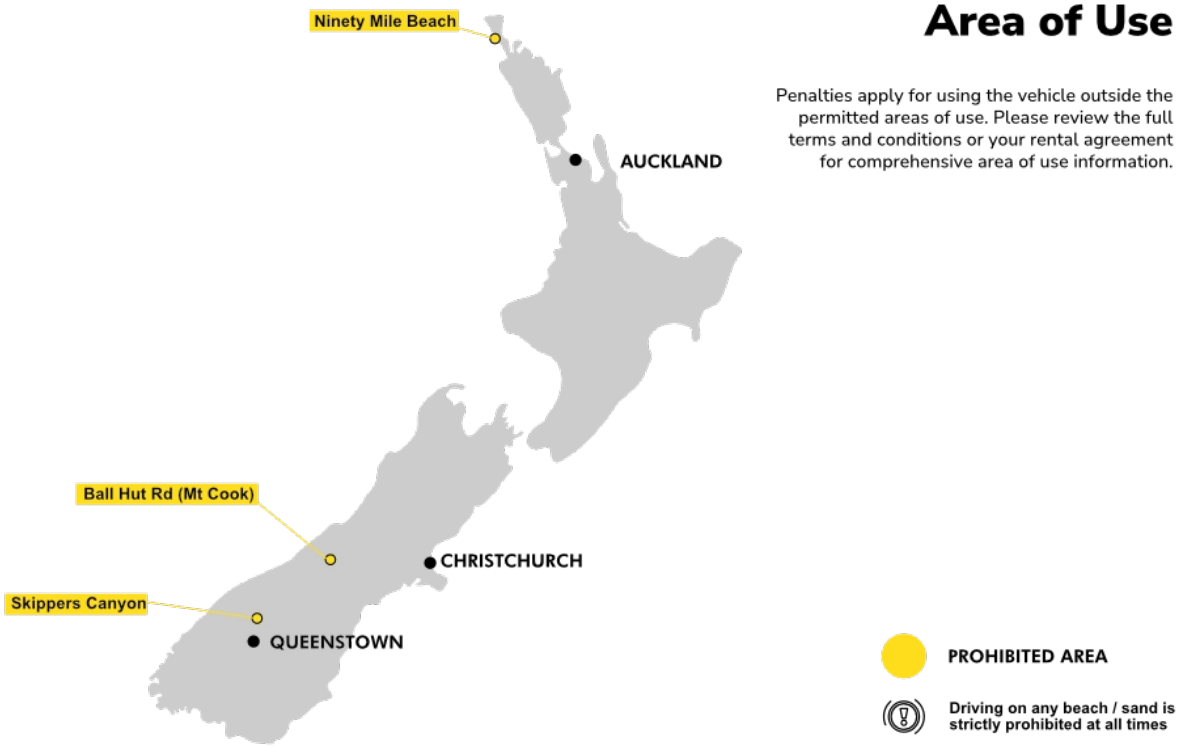
IMPORTANT NOTICE
Damage cover is excluded if You or an Authorised Driver breach any part of this clause 4. See clause 17 (Major Breach, termination and repossession) for further details.

4.1 General rules for areas of use of the Vehicle

(a) All hires are subject to Area of Use policies and You **must** let Us know where You intend to travel and pay any applicable Area of Use fees.
(b) We may notify You of additional travel restrictions for any reason including adverse road or weather conditions either at the time of collection or by email after the Term has started.
(c) If You have travelled in any restricted zones, Unlimited Kilometre allowances may become void, and You will become liable for excess kilometre charges and additional Area of Use fees.
(d) Unsealed roads are completely prohibited in all vehicles except:
(i) well maintained access roads less than 10 kilometres in length; and
(ii) where the purposes is to access recognised camping grounds or National Parks.
(e) If You are found to have been travelling in a restricted area without Our prior permission, You accept that You may be charged the applicable area of use fee.
(f) If You use the Vehicle outside the permitted Area of Use, this constitutes a Major Breach and You have no Damage cover for Damage to the Vehicle or any Third Party Loss.

4.2 Areas of Use

(a) The Vehicle **must never** be driven or used in any Prohibited Area as shown in the diagram below:



4.3 General prohibited areas

The Vehicle **must not** be driven or used:
(a) in any area that is Off Road;
(b) on roads that are prone to flooding or are flooded;
(c) on beaches, sand, and sand dunes;
(d) in or through streams, rivers, creeks, dams and floodwaters;
(e) on any road where the police or an authority has issued a warning;
(f) on any road that is closed; and
(g) on any road where it would be unsafe to drive the Vehicle.

5 Your obligations

IMPORTANT NOTICE
Damage cover is excluded if You or an Authorised Driver breach any of clauses 5.1, 5.7, 5.8, 5.9, 5.10, or 5.11. See clause 17 (Major Breach, termination and repossession) for further details.

5.1 No false and misleading information

(a) You and any Authorised Driver **must** take all reasonable steps to ensure that the information supplied to Us at the Start of Hire is accurate, complete and up-to-date and is not false or misleading.

(b) In entering into the Agreement with You We have relied upon the information You and any Authorised Driver have provided to Us and:

(i) the wilful supply of false or misleading information, including false name, age, address, occupation or driver's licence details; or

(ii) acting in collusion with any other person to supply such false or misleading information,

is a Major Breach of the Agreement.

5.2 Start of the hire

(a) Before taking possession of the Vehicle, You **must**:

(i) present Your driver's licence and that of any Authorised Driver and permit the drivers' licences to be scanned or copied and kept by Us;

(ii) present Your passport if You are not a New Zealand citizen; and

(iii) fully inspect the Vehicle and report any missing items, Damage, or defect.

(b) You **must** notify Us of any Damage or defect You detect before leaving the Pickup Location and We strongly recommend You take photos of each side of the Vehicle, its front and back, bonnet and roof and the interior. If Damage is detected on the return of the Vehicle and in the absence of any evidence this Damage was pre-existing it will be deemed to have occurred after the commencement of this Agreement, and You may be charged as per Your Damage cover option.

5.3 Hours of operation

(a) Our hours of operation are as set out on Our Website.

(b) If You wish to pick up or return the Vehicle on a day or at a time when Our offices are not ordinarily open for business, extra fees as shown in clause 10.7 apply.

(c) If You leave the Vehicle unattended outside of operating hours, You remain wholly liable for any loss of, or Damage to the Vehicle until such time that the Company can retake possession of the Vehicle during hours of operation.

5.4 During Your hire

(a) On a weekly basis You **must:**

(i) check the oil levels and that there is coolant in the radiator;

(ii) inspect the Vehicle for oil, water and fuel leaks, and Damage;

(iii) check tyre pressure for correct inflation;

(iv) check the tyres visually for wear; and

(v) check the indicators, brake lights, head lights and tail lights for correct operation.

(b) When the Vehicle is refuelled, the tyre pressure **must** be checked and filled to the tyre manufacturer's recommended pressure.

(c) The Vehicle **must** be washed and cleaned weekly.

(d) You must not:

(i) use the Vehicle for transporting any pets or animals, except accredited or trained assistance animals, **unless** specifically approved by Us; or

(ii) smoke in the Vehicle and You **must** take reasonable steps to prevent passengers from doing so.

Additional cleaning, disinfection and deodorising charges will apply.

(e) During the Term You **must**:

(i) immediately upon request provide Us and any regulatory or enforcement authority Your full, accurate and up-to-date information relating to the use of the Vehicle during the Term;

(ii) ensure that a copy of the Agreement is kept in the Vehicle throughout the Term; and

(iii) produce a copy of the Agreement without delay for inspection on demand by an enforcement officer.

5.5 Minimum hire periods

All hires **must** comply with minimum hire periods specified on Our Website.

5.6 Seat belts and restraints

You **must** comply with all mandatory:

(a) seat belt laws and fines may be imposed by the police on any driver or passenger who does not have a seat belt properly adjusted and fastened; and

(b) child restraint laws and ensure that for all children under the age of seven years the restraint has been fitted correctly according to the weight and age of the child and that the restraint is properly adjusted and fastened.

5.7 Vehicle to be locked and keys kept in Your possession

(a) You and any Authorised Driver **must** make sure that the Vehicle is locked and parked in a secure area when not in use or unattended.

(b) The keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and never left in the ignition or in the Vehicle when it is unattended.

(c) In the event of a theft of the Vehicle, You **must** be able to produce the keys, keyless start or remote door control device to Us **unless** You can provide a reasonable explanation for being unable to do so.

5.8 Reasonable care

(a) You and any Authorised Driver **must** take reasonable care of the Vehicle by:

(i) preventing it from being damaged;

(ii) making sure that it is protected from the weather;

(iii) properly securing any goods, property or equipment carried in the Vehicle;

(iv) maintaining the engine and brake oils and coolant level and tyre pressures;

(v) using the correct fuel type; and

(vi) making sure it is not overloaded.

5.9 **Rooftop accessories are used at Your own risk**

(a) Without limiting any provision of this Agreement, You acknowledge and agree that the use of any rooftop accessories supplied with the Vehicle is inherently dangerous, and You agree to use such accessories at Your sole risk and to exercise utmost care for Your own safety and for the safety of others whilst doing so.

(b) Rooftop accessories **must not** be used:

(i) whilst the Vehicle is:

(A) in motion;

(B) unstable; or

(C) not standing on a flat ground;

(ii) if You are affected by any drug or alcohol; or

(iii) if You suffer from vertigo.

5.10 **Notification of Vehicle fault or Damage**

(a) You **must** inform Us immediately if:

(i) a warning light or fault message appears;

(ii) You see or become aware of low engine or brake oils, or engine coolant levels;

(iii) the Vehicle develops any fault during the Term; or

(iv) if there are any signs of overheating or other abnormality.

(b) In the event of a mechanical issue or equipment defect, You **must** stop driving immediately and contact Roadside Assist **+61 417 740 308** (also available on WhatsApp). You **must not** continue to drive the Vehicle until we have advised You to do so and If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

(c) If at any time after You have taken Possession of it, You believe that the Vehicle is defective in any respect You **must** promptly contact Us with Your concerns and arrange for the Vehicle to be inspected at Our nearest depot to enable Us to assess the Vehicle and rectify any defects if Your allegations are verified.

(d) Notification of any new Damage or defect **must** occur within 24 hours of discovering the issue. Claims submitted after this period may be rejected in the absence of an adequate explanation of the delay.

5.11 **Repair without authority prohibited**

You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.

5.12 **Repair with authority**

Where We have given You Our prior authority to repair the Vehicle You **must** keep and produce to Us the original tax invoices and receipts for any repairs and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of the Agreement.

5.13 **Staying with the Vehicle after an Incident**

You **must** not leave the Vehicle unattended following an Incident and before the arrival of a tow or salvage operator, unless You or a passenger has been injured and require medical attention or You are directed to do so by the police.

5.14 **Snow chains**

It is Your responsibility to ensure snow chains are properly fitted in winter conditions as required by local road authorities or ski resorts to avoid Damage to the Vehicle, injury to You, Your passengers and third parties and Third Party Loss.

6 Term, return of the Vehicle

6.1 **Your Hire**

(a) Your hire of the Vehicle from Us is for the Term and at the rate shown in the Hire Agreement.

(b) Minimum hire periods apply as shown on Our website.

6.2 **Extending the Term**

(a) We understand that circumstances change and that You may require the Vehicle for longer than the Term.

(b) A request for an extension is not automatically granted and depends upon the availability of vehicles at Return Locations as a result of bookings made by other customers and the servicing and repair of Our fleet of vehicles.

(c) If You request an extension, the Hire Fees for the extended Term **must** be paid on that day. By requesting the extension You agree these Terms and Conditions continue to apply to the extended Term.

(d) If You fail to notify Us before the expiration of the Term that You require an extension, and fail to return the Vehicle on the scheduled date and at the time shown in the Hire Agreement, We may:

(i) terminate the Agreement; and

(ii) recover the Vehicle (see clause 6.6(a)).

6.3 **Relocation Hires**

These special terms and conditions apply to relocation hires and are additional to Your obligations under these Terms and Conditions:

(a) kilometre restrictions apply as listed on the Details Page;

(b) a $1,000 bond is required and will be charged to Your card and alternative Damage cover options are unavailable;

(c) Your damage liability is $3,000;

(d) use of the Vehicle on Unsealed roads is completely prohibited;

(e) the Vehicle **must** be collected during depot opening hours and out-of-hours pick-ups are not available;

(f) the Vehicle **must** be returned by the time and date stated on the Details Page and extensions will not be granted and the following fees apply to late returns:

(i) if returned after the Return Time but before close of business on the Return Date, a $300 late fee applies;

(ii) if not returned by the close of business on the Return Date, a $400 late fee applies; and

(iii) if the Vehicle is not returned by the close of business on the Return Date, a daily hire charge will also apply at the current applicable rate per day or part thereof until the Vehicle is returned; and

(g) for relocation offers that include free fuel or ferry reimbursements, all receipts **must** be retained and presented to Us and reimbursements are void if the Vehicle is returned damaged, late, dirty, or otherwise unfit for purpose.

6.4 Return conditions

(a) You **must** return the Vehicle, including the keys, to the Return Location in the same condition, except for normal wear and tear.

(b) The Vehicle **must** be returned in a Clean State, meaning that it has been vacuumed inside with interior surfaces wiped down, exterior cleaned of dust and mud and otherwise free of any rubbish, stains, or odours. If the vehicle is not return in a Clean State, a $200 Cleaning Fee applies

Toilet and wastewater tank

If the Vehicle contains a toilet and/or wastewater tank, it **must** be returned empty, or a $250 fee will be charged to You in respect to each tank.

6.5 Failure to return the Vehicle on time

(a) If You fail to return the Vehicle on the scheduled date and at the time shown in the Hire Agreement, We may:

(i) terminate the Agreement; and

(ii) if the location of the Vehicle is known, recover it by lawful means or if it is unknown, after making reasonable attempts to contact You, report the Vehicle as stolen to the police.

(b) If the Vehicle is left at any other place than the Return Location:

(i) the termination of the Agreement will take effect only after the Vehicle has been collected by Us and an inspection for Damage has occurred; and

(ii) You are responsible for Damage to the Vehicle up until this time of the collection and inspection.

6.6 Return Location is closed

(a) If You return the Vehicle after the Return Location has closed for business, the Vehicle is not considered Returned until the Return Location re-opens for business.

(b) You **must** pay for the Daily Hire Charges and all Damage until the Return Location next opens for business **unless** We have agreed to an after business hours drop off and it is shown on the Hire Agreement.

6.7 Personal items left in the Vehicle

If personal items are left in the Vehicle at the end of the Hire they will be kept safely for a period of 14 days during which time they may be reclaimed but if not reclaimed they will dealt with according to legislative requirements or donated to a suitable charity.

7 Hire Fees and Security Bond

7.1 Payment prior to possession

(a) Prior to taking possession of the Vehicle, You **must**:

(i) provide Us with an accepted Credit Card or Debit Card (Visa or MasterCard only), and

(ii) pay the applicable Hire Fees, and provide the Security Bond.

(b) Pre-paid card, cash payments and bank transfers are not accepted.

7.2 Bond

(a) The Bond will be retained by Us as a security for the performance of Your obligations and liabilities under the Agreement.

(b) If at the end of the Hire You fail to pay any of the amounts in clause 7.3(a) for which You are liable, We will apply the Bond against those outstanding amounts.

(c) You agree that the Bond is separate from and does not apply to any Liability Charge.

(d) The Bond amount varies according to the Liability Reduction Option chosen, and is reduced to nil if Cover Plus is chosen and You have supplied an accepted credit card (Visa or MasterCard credit card only) for payment of the Hire Fees and for the avoidance of doubt, the Bond reduction does not apply if a debit card is used for payment of the Hire fees.

7.3 Bond Refund

(a) The Bond is fully refundable to You provided that:

(i) all amounts due to Us under the Agreement have been paid, including:

(A) Area of Use Fees,

(B) One Way Fees,

(C) Liability Reduction Fees,

(D) Toll Road Fees,

(E) Additional Driver Fees,

(F) Under 21 Surcharge,

(G) Booking Fee,

(H) Cleaning Fees,

(I) refuelling costs; and

(J) any other fee or charge disclosed on Our Website or Policies;

(ii) the Vehicle has been returned to the Return Location at the date and time set in the Hire Agreement;

(iii) there is no Damage (except for reasonable wear and tear) or Third Party Loss or if there is Damage or Third Party Loss, the Liability Charge has been paid;

(iv) the exterior and interior of the Vehicle are clean;

(v) the Vehicle is returned with a fuel level equal or more than that at pick-up;

(vi) if the Vehicle is involved in an Incident, an Incident Report Form has been provided, and

(vii) there has not been a Major Breach.

(b) Before a refund can be processed, the Vehicle **must** be inspected and any Damage to be assessed and this process may take between 7 and 30 days.

(c) If the Vehicle is involved in (or alleged to have been involved in) an Incident, the Security Bond will be returned:

(i) after finalising all Third Party Property claims related to the Incident;

(ii) after any applicable limitation period expires; or

(iii) if (i) and (ii) above do not apply, reimbursement will be within a reasonable period after We regain Possession of the Vehicle from You.

8 Limited and unlimited kilometres

8.1 Unlimited Kilometres

(a) Unlimited Kilometres allowance may be provided subject to the terms of this Agreement and the permitted Area of Use.

(b) If You travel outside the permitted Area of Use, or if You have committed a Major Breach of this Agreement, Your contract will revert to a Limited Kilometre Allowance.

8.2 Limited Kilometre Allowance

(a) A Limited Kilometre Allowance permits 250 kilometres use per day averaged over the Term of hire. For example, for a 10-day hire, Your kilometre allowance would be 2,500 kilometres.

(b) All kilometres in excess of the Limited Kilometre allowance are charged at $0.25 per kilometre and are payable to Us upon return of the Vehicle.

9 Infringement offences

9.1 Payment of infringement fees

You are liable for and **must** pay all infringement fees and any court fees or costs imposed for an infringement offence:

(a) where approved vehicle surveillance equipment has detected:

(i) a speeding offence;

(ii) an offence in respect of a failure to comply with the directions given by a traffic signal; or

(iii) a toll offence;

(b) arising from parking the Vehicle on any portion of a road in breach of any by the law of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004; or

(c) arising from a contravention of section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle,

whether You were driving the Vehicle or not.

9.2 Infringement notices

(a) If We receive an infringement notice for an infringement offence from an enforcement or regulatory authority We will send You a copy of that notice or of any reminder notice as soon as practicable.

(b) You have the right to:

(i) challenge, complain about, query or object to the alleged offence to the issuing enforcement authority; and

(ii) seek a Court hearing within 56 days from the date of the issue of the infringement notice or 28 days from the issue of the reminder notice.

9.3 Reminder notices received by Us

If We receive a reminder notice for an infringement offence We may debit Your credit card for the amount of the infringement fee and We may charge an administration fee if We do.

9.4 Supply of Your details to a regulatory or enforcement authority

(a) We may supply Your details to any regulatory or enforcement authority upon its request and an administration fee applies if We do or if We have notified You of the receipt of an infringement notice from any such authority.

(b) If We have paid any amount for which You are liable under clause 9.1 You will also be charged that amount together with an administration fee.

9.5 Your personal information

You agree that personal information provided to Us in connection with the hire of the Vehicle, including Your credit card details, may be disclosed by Us to a third party for the purpose of contacting You in relation to any infringement and unpaid toll notice incurred during Your possession of the Vehicle and for administration costs incurred by The Company.

9.6 Enquiries

Any enquiries relating to infringement, unpaid toll notices and administration costs are to be directed to info@allridey.co.nz

10 Additional Charges

10.1 Tolls

You and any Authorised Driver **must** pay all tolls.

10.2 Late return

If You return the Vehicle after the Return Time You will be charged a late return fee of $150.

10.3 Vehicle unavailable for hire to next hirer

(a) If the Vehicle becomes unavailable for hire as a result of Your failure to return the Vehicle (and the keys) to the Return Location by the Return Time on the Return Date, including but not limited to any Incident, or because there has been a Major Breach, You **must** continue to pay 100% of the applicable Hire Fees otherwise payable pursuant to this Agreement for each day or part day during the period of such unavailability.

(b) You acknowledge and agree that the amounts payable under this clause represent a genuine pre-estimate of the loss of income we will suffer during any such the period of unavailability.

10.4 Not returned to the Return Location

If the Vehicle is left anywhere other than the Return Location, You **must** also pay a Relocation Fee of up to $2,000 to cover expenses required to reposition the Vehicle to that address.

10.5 Change of Return Location

If, during the Term, You wish to change the Return Location, You **must** first obtain Our written approval. Subject to the change of the Return Location being approved, an additional minimum charge of $750 will apply. We may withhold change of location approval for any reason.

10.6 Claims administration fee

(a) You **must** pay to Us the sum of $150 for each Claim made against Us during the Term, whether by You or by any Third Party.

(b) Where the Claim relates to an Incident, You **must** also pay Us the sum of $100 to obtain and review any police report in relation to same.

(c) You acknowledge and agree that these sums represent a genuine and reasonable estimate of the administration expenses we will incur in investigating the merits of each such Claim, including liaising with You, with any Third Party involved or their insurers and/or legal advisors, and with Our own legal advisors in relation thereto. However, if Our administration expenses exceed this sum, You **must** nevertheless pay to Us an amount equal to the full amount of Our expenses less any moneys previously paid by You pursuant to this clause.

10.7 Pick up and drop off fees

In addition to any other moneys payable by You under this Agreement, You **must** pay a fee of:

(a) $195 to process the pick-up of the Vehicle if You wish to pick it up on a day or at a time when Our offices are not ordinarily open for business, in addition to any other moneys payable by You under this Agreement;

(b) $100 to process the return of the Vehicle if You wish to return it on a day or at a time when Our offices are not ordinarily open for business, in addition to any other moneys payable by You under this Agreement;

(c) An additional fee of $195 applies to any Pickup or Dropoff which occurs on a Public Holiday.

11 Payment of the Hire Fees

IMPORTANT NOTICE

Damage cover is excluded if You or an Authorised Driver breach clause 11.1(a). See clause 17 (Major Breach, termination and repossession) for further details.

11.1 Time for payment of amounts due

(a) Where any amount is due to Us under this Agreement, that amount **must** be paid to Us within the stated period for payment and if no period is stated, that amount is payable to Us immediately and in no case, more than seven (7) days after Our demand.

(b) A failure to comply with clause 11.1(a) is a Major Breach.

11.2 Fees are subject to change

Fees are subject to change upon reasonable notice.

11.3 End of the hire payments

On and no later than the Return Date, You **must** pay:

(a) the balance of the Hire Fees, including any charges for excess kilometres (if any);

(b) the Liability Charge if there is Damage or Third Party Loss as a result of an Incident, including if the Vehicle is stolen;

(c) any costs We incur, including:

  (i) refuelling costs; and

  (ii) extra cleaning costs;

(d) for all Damage and Third Party Loss arising from a Major Breach of the Agreement; and

(e) for all Damage and Third Party Loss for which Damage cover is excluded pursuant to clause 13.1 or reduced pursuant to clause 13.2.

11.4 Credit card authority

By signing the Hire Agreement You authorise Us to debit Your credit card within a reasonable time after the Return Date for any amount that is due to Us or remains unpaid, including:

(a) the Hire Fees;

(b) tolls;

(c) speeding and traffic fines and infringements;

(d) fines or charges imposed for parking;

(e) administrative charges for unpaid tolls, fines or infringements;

(f) extra cleaning costs;

(g) refuelling costs;

(h) the Liability Charge; or

(i) any amount due to Us as a result of a Major Breach.

11.5 Default in payment

If You default in the payment of any moneys owed to Us under the Agreement:

(a) You **must** pay Us interest on that overdue amount calculated at the rate of 10% per annum and starting seven (7) days after the date that overdue amount became payable to Us and ending on the date of payment of all amounts due;

(b) We may engage a mercantile agent or debt collector and You **must** pay the reasonable costs and charges We incur in recovering or attempting to recover that overdue amount, including mercantile or debt collection fees, commission and any legal costs; and

(c) You authorise Us to provide information of that default to a credit reporting body and to obtain an up-to-date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

11.6 Termination of the Agreement through bankruptcy or insolvency

We may terminate the Agreement if:

(a) You become bankrupt, insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or

(b) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

12 Damage Liability

12.1 Damage cover

(a) Subject to the damage cover exclusions in clause 13, We will indemnify You up to $50,000 for Damage to the Vehicle, its theft and Third Party Loss if You are eligible and have not committed a Major Breach of this Agreement, either prior to, or after the Incident but You **must** pay up to the Liability Charge shown on the Hire Agreement for each Incident or theft claim.

(b) Your Liability Charge liability is reduced if You purchase a Liability Reduction Option at extra cost.

(c) Damage cover does not apply if You:

- (i) have not provided an Incident Report Form to Us;
- (ii) commit a Major Breach this Agreement before or after the Incident;
- (iii) are already insured for the Incident;
- (iv) admit fault or liability for the Incident;
- (v) impact the Assigned Rights negatively; or
- (vi) cannot identify the other vehicle/driver or if it is an Excluded Incident.

(d) You agree:

- (i) We can handle legal proceedings for the Incident and negotiations; and
- (ii) Your rights related to the Incident are assigned to Us (**Assigned Rights**).

12.2 Using You own insurance

You may make Your own insurance arrangements but if We are not satisfied that Your insurance cover is comparable to the cover We offer We may refuse to hire the Vehicle to You. If You make Your own insurance arrangements You accept that You are liable for and **must** pay in full for:

(a) Damage;

(b) Loss of the Vehicle as a result of theft; and

(c) Third Party Loss.

12.3 Liability Reduction Options

A Liability Reduction Option applies if and only if:

(a) You have paid the applicable Liability Charge within 12 hours of any Incident;

(b) the driver at the time of the Incident was not an Unauthorised Person;

(c) You have selected the relevant Liability Reduction Option at the time of hire;

(d) You have paid the applicable Liability Reduction Fees;

(e) You have complied with all requirements applicable to the relevant Liability Reduction Option; and

(f) Damage cover is not otherwise excluded, either generally or under the terms applicable to the relevant Liability Reduction Option, under any exclusions or limitations set out on in this Agreement or on Our Policies Page, and You are not precluded from purchasing damage cover under this Agreement.

12.4 Liability Reduction Options

If You If You have purchased a Liability Reduction Option, subject to these Terms and Conditions and to the Damage cover exclusions in clause 13, We will indemnify You and any Authorised Driver for any Damage to the Vehicle, its theft and Third Party Loss but You must pay the Liability Charge shown on the Hire Agreement for each Incident claim

12.5 When is the Liability Charge payable?

(a) **Unless** You have expressly authorised a charge to Your credit card at an earlier time an amount up to, but not exceeding, the Liability Charge will be charged to Your credit card as follows:

- (i) for Single Vehicle Accidents:
  - (A) if the Vehicle has substantial Damage and We reasonably believe the cost of repairs or replacement cost will exceed the Liability Charge amount, the full Liability Charge; or
  - (B) if the Damage is not substantial, the amount We have reasonably estimated to be the cost of repair, but not more than, the Liability Charge;
- (ii) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered, the full Liability Charge; and
- (iii) for Incidents in which there is also Third Party Loss, after We have made an estimate of Your total liability but not more than the full Liability Charge.

(b) Supporting documents and particulars of a claim for Damage and Third Party Loss will be forwarded to You as soon as practicable.

12.6 Exemption from paying the Liability Charge

You will not have to pay the Liability Charge shown in the Hire Agreement for a claim for Damage or Third Party Loss if all of the following apply:

(a) You have fully completed an Incident Report Form with:
- (i) the name, residential address, contact phone, email address and licence number of any person involved (**Third Party**);
- (ii) the registration number of all vehicles involved;
- (iii) an accurate written and diagrammatic description of the Incident and location; and
- (iv) the names and addresses of all attending police officers and the stations at which they are based;

(b) You have taken all necessary steps to assist Us in Our investigation of the Incident claim;

(c) We believe You were not at fault for an Incident involving a Third Party;

(d) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and the insurer will agree to pay Us for the Damage; and

(e) You are a New Zealand citizen and You hold a driver's licence issued in New Zealand.

12.7 Refund of Liability Charge paid

(a) We will refund any amount You have paid for the Liability Charge as soon as practicable:
- (i) in full, if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss;
- (ii) in part, if the repair cost to the Vehicle is less than the amount You have paid;
- (iii) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Liability Charge; or
- (iv) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.

(b) In making a refund We may take into account all reasonable administrative, collection agency and legal costs incurred in connection with the recovery of the Damage cost or rejection or defence of a claim for Third Party Loss.

12.8 Travel Insurance recommended

We strongly recommend that You hold a policy of travel insurance that includes cover for lost or damaged personal items, reimbursement of the Liability Charge and cover for delays and expenses caused by natural disasters, pandemics and delayed or cancelled flights.

12.9 Liability Reduction/Damage Cover Options

The following Liability Reduction/Damage Cover Options are available:

DAMAGE COVER			
Option	**Bond**	**Liability**	
Premium Cover	$500	Multi vehicle Single vehicle	$1 $3,000
Premium Cover Plus	$0* (with accepted credit card, otherwise $500)	Multi vehicle Single vehicle	$1 $500

13 Damage Cover Exclusions

13.1 General exclusions

Even if You have paid the Liability Charge, there is no Damage cover, and You and any Authorised Driver are liable for:

(a) Damage or Third Party Loss arising from:
- (i) a Major Breach of the Agreement;
- (ii) any deliberate, intentional, malicious or criminal act by You, an Authorised Driver or any person who is acting with Your express or implied consent; or
- (iii) the use of the Vehicle by any driver who is not an Authorised Driver;
- (iv) the use of the Vehicle by any driver who:
  - (A) for 2WD vehicles, is less than 18 years of age or who has not paid the under 21 surcharge;
  - (B) is more than 75 years of age;

(b) recovery fees, towing and salvage fees and storage fees;

(c) Overhead Damage;

(d) Underbody Damage;

(e) Damage caused by:
- (i) immersion of the Vehicle in water, including salt water; or
- (ii) use of the incorrect fuel type;

(f) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to GPS units, lost keys, keyless start and remote-control devices;

(g) damage caused by Your reckless or wilful misconduct or that of an Authorised Driver or any passenger;

(h) any losses from fire, theft, or unlawful entry;

(i) key retrieval or loss;

(j) all damage to the Vehicle's interior and breakages, loss, or theft of equipment supplied with the Vehicle;

(k) any Damage or expenses involving or resulting from:
- (i) Single Vehicle Accidents (**unless** SVA Cover applies);
- (ii) driving between dusk and dawn unless the incident occurs within an urban area (classified as a function urban area by Stats NZ) and has street lighting operating;
- (iii) any Incident involving animals **unless** Cover Plus applies;

(iv) being outside Permitted Areas of Use;
(v) continued operation of the Vehicle when You have become aware, or should reasonably have become aware, of a defect except where You have communicated that defect to Us and have stopped, investigated, and facilitated any such defect to be repaired;
(vi) the Vehicle being operated outside the Term of Hire or any agreed extension;
(vii) loading or unloading, other than normal wear; or
(viii) any act of God (including but not limited to any flood, tidal surge, storm, cyclone, or earthquake) or any act of terrorism;

(l) damage to the tyres or rims of the Vehicle (fair wear and tear excepted) (except where explicitly covered by Your selected Damage cover option); or
(m) damage to the roof (included any rooftop tents, or other accessories) and Underbody damage is not covered **unless** explicitly stated under Your selected damage cover option.

13.2 Lack of co-operation exclusion

Your entitlement to Damage cover will be reduced to the extent We are prejudiced as a result of any delay or failure by You or any Authorised Driver to comply with Your obligations under clause 14 of these Terms and Conditions.

13.3 Exclusion for personal items

There is also no Damage cover for personal property in the custody of or owned by:

(a) You;
(b) Your relative, friend or associate who ordinarily resides with You or with whom You ordinarily reside; or
(c) any relative, friend or associate of an Authorised Driver,

that is stolen from the Vehicle, lost or damaged during the Term or left in the Vehicle after the Vehicle is returned to the Pickup Location.

14 Incident reporting

IMPORTANT NOTICE
Damage cover is excluded if You or an Authorised Driver breach any part of this clause 14. See clause 17 (Major Breach, termination and repossession) for further details.

14.1 Reporting an Incident to Us

(a) If there is an Incident involving the Vehicle, including if the Vehicle is stolen, You and any Authorised Driver **must**:
  (i) contact Us to report the Incident as soon as practicable, but in no case more than 24 hours of it occurring by contacting Roadside Assist **+61 417 740 308** (also available on WhatsApp); and
  (ii) subsequently fully complete an Incident Report Form.
(b) The Incident Report Form should include as much information as is reasonably practical, including:
  (i) the information listed in clause 14.3 regarding the contact details for the other driver and witnesses and an accurate written and diagrammatic description of the Incident and its location; and
  (ii) the circumstances under which the Incident occurred.
(c) The Incident Report Form **must** be submitted to Us:
  (i) within seven (7) days of the Incident, or upon the return of the Vehicle if it is returned to Us within that seven (7) day period; or
  (ii) if the Vehicle is stolen, immediately after the theft of the Vehicle is reported to the police.

14.2 Reporting an Incident to the police

If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle are involved in an Incident where:

(a) any person is injured;
(b) the other party has failed to stop or leaves the scene of the Incident without exchanging names and addresses; or
(c) the other party appears to be under the influence of drugs or alcohol,

You or the Authorised Driver **must** also report the theft or Incident to the police as soon as:

  (i) the theft is discovered; or
  (ii) it is practical to do so after an Incident.

14.3 Steps You must take following an Incident

If the Vehicle is involved in an Incident You and any Authorised Driver **must**:

(a) make the Vehicle secure;
(b) exchange names and addresses, phone numbers and email addresses with the other driver;
(c) obtain the name of the other driver's insurance company;
(d) take a photo of the other driver's licence;
(e) take the registration numbers of all vehicles involved;
(f) take as many photos as is reasonable showing:
  (i) the position of the Vehicles before they are moved for towing or salvage;
  (ii) the Damage to the Vehicle;
  (iii) the damage to any third party vehicle or property; and
  (iv) the general area where the Incident occurred, including any road or traffic signs; and
(g) obtain the names, addresses, phone numbers and email addresses of all witnesses.

14.4 Subsequent assistance

Subsequent to the Incident You and any Authorised Driver **must:**

(a) forward all third party correspondence or court documents to Us within seven (7) days of receipt;

(b) co-operate with Us in the investigation of any Incident claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request; and
(c) co-operate with Us in the prosecution of any legal proceedings that We may institute or the defence of any legal proceedings which may be instituted against You or Us as a result of an Incident, including attending:
  (i) Our lawyer's office; and
  (ii) any Court hearing.

14.5 What You must not do

You and any Authorised Driver **must not**:

(a) make any admission of fault;
(b) make any offer or promise to pay or settle any claim for Third Party Loss; or
(c) agree to indemnify, waive, or release any other party from liability to pay for Damage as a result of an Incident, theft of attempted theft.

14.6 Consequences of lack of co-operation

Your entitlement to Damage cover will be reduced, including to nil, according to the extent We are prejudiced as a direct result of any delay in complying with:

(a) the reporting obligations in clauses 14.1 and 14.2; and
(b) the obligations in clause 14.4 to forward third party correspondence and court documents to Us within seven (7) days and to co-operate with Us in the investigation of any Incident claim and the prosecution or defence of any legal proceedings.

15 Malfunctions, breakdowns and repairs

15.1 Roadside assistance

(a) We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur.
(b) If the Vehicle breaks down during the Term You **must** contact Roadside Assist **+61 417 740 308** (also available on WhatsApp) to arrange assistance. Subject to these Terms and Conditions, if the fault cannot be repaired on site We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
(c) You **must not** continue to drive the vehicle until we have advised You to do so.
(d) You acknowledge and agree that:
  (i) If You have not informed Roadside Assist or You do not allow Us the opportunity to rectify an issue, You agree to make no claim for loss of time in respect of the Term due to such issue. You also agree that We are not responsible for any claims made by You after the return of the Vehicle.
  (ii) The failure of accessories such as air-conditioners, stove and grill, water pumps, refrigerators, and radios does not constitute a breakdown and no amount is payable to You for any such failure.
  (iii) It may be difficult to carry out timely repairs on weekends, holidays and/or in remote areas, and;
  (iv) We are not responsible for any accommodation charges, meals, change of itinerary, or any other out of pocket expenses resulting from a breakdown of the Vehicle or because of any Incident.
  (v) We are not responsible for any insect infestation such as but not limited to ants, flies, cockroaches, fleas, bedbugs, and mosquitoes.
  (vi) The Hirer shall not arrange or undertake any repairs or salvage without the authority of The Company except to the extent that the repairs or salvage are immediately necessary to prevent further damage to the vehicle or to other property.
  (vii) In the event of an Incident or breakdown, it will be Your full financial responsibility to pay any recovery, salvage, and cost of towing to Our nearest depot.
  (viii) roadside assistance does not apply if the Vehicle is driven on unsealed roads (with the exception of unsealed roads that comply with clause 4.1(d), within a Prohibited Area or when there has been a Major Breach of these Terms and Conditions
  (ix) A fee will apply if roadside call-out is requested and could have been avoided due to Hirer error, such as instances of keys locked in the vehicle, flat battery, tyre changes, and similar situations.
  (x) You **must** keep and produce to Us all original tax invoices and receipts for any accessories, repairs, and You will only be reimbursed if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Major Breach of this Agreement.

15.2 Availability of a replacement vehicle

(a) In the event of an Incident in which there is Loss or Damage to the Vehicle, the availability of a replacement Vehicle is not guaranteed, and is subject to
  (i) availability, Your location and remaining hire duration
  (ii) whether the Incident was the result of a Major Breach; and
  (iii) Clause 20.3 (substitute vehicles).
(b) Additional charges may be incurred. If a replacement Vehicle is required because of an accident:
  (i) You are responsible for making Your own way to Our nearest depot at Your own cost;
  (ii) We may offer You the option of paying a fee to send a driver to deliver the replacement vehicle to Your location;
  (iii) You **must** pay for any costs relating to delivery of a replacement Vehicle because of any vehicle Incident and this charge applies irrespective of Your chosen Damage cover.
(c) Acting reasonably, We reserve the right not to provide a replacement vehicle if the Vehicle has been involved in a serious Accident or there has been substantial Damage to it.

15.3 Consequential and other loss

Subject to the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 , We are not responsible for:

(a) flights You have missed;
(b) holiday plans that are disrupted;
(c) loss or inconvenience caused by natural disasters such as floods, cyclones, hailstorms, earthquakes, bushfires, or pandemics;
(d) loss of enjoyment; or
(e) consequential or economic loss.

16 Cancellations and Refunds

16.1 Booking was through an agent

If You have a booking through a third-party agent, You **must** contact that agent regarding a cancellation or refund.

16.2 Credit for cancelled bookings

(a) If You elect to cancel a direct booking:
  (i) You may receive a credit for the full value of Your booking to be used for a future booking only;
  (ii) this credit can be used any time within 24 months; and
  (iii) We offer no cash refund for cancellations.
(b) To be eligible for a credit, cancellations **must** be requested at least 24 hours prior to Pickup.
(c) We offers no refunds or credits for late Pickup or early Drop Off.
(d) Except as required by law no part of any moneys paid by You is refundable if we terminate this Agreement:
  (i) due to Your Major Breach of this Agreement, or
  (ii) in the exercise of any rights that we have to retake possession of the Vehicle.
(e) Our liability to give any refund is limited to the total of any Daily Hire Charges for the period from the date of termination until the end of the Term.

16.3 'No Show'

You will be charged the Hire Fees for the Term as booked if You fail to notify Us of Your intended cancellation prior to the commencement of the hire and fail to pick up the Vehicle, unless We are able to rent the Vehicle to another renter for an equivalent term and rate.

16.4 Our Confirmation of cancellation is required

You may not cancel any confirmed booking without Our prior written consent and a cancellation is not effective until acknowledged and confirmed by Us.

16.5 Refunds not issued by depots

(a) No cash refunds or reimbursements are issued at any of Our depots.
(b) All refunds and reimbursements will be made by crediting the relevant amounts to the same credit card presented by or on behalf of the Hirers when providing the Bond or payment.
(c) The receipt of any refund by the credit card holder or listed Hirer shall operate as a complete and valid discharge of any obligation we have in respect of the relevant refund or reimbursement. The Hirers are responsible for settling any accounts as between themselves.
(d) Exchange rate fluctuations and/or bank fees may cause some variance between the amounts originally paid by You and the amount that we are required or agree to refund to You at any time. You **must** bear any Loss associated with any such variances.

17 Major Breach, termination and repossession

17.1 Major Breach

You and any Authorised Driver commit a Major Breach of the Agreement if:

(a) there is a breach of any of the following:
  (i) clause 2 (who may drive the Vehicle);
  (ii) clause 3 (prohibited use);
  (iii) clause 4 (prohibited areas of use);
  (iv) clause 5.1 (no false or misleading information);
  (v) clause 5.7 (Vehicle to be locked and keys kept in Your possession);
  (vi) clause 5.8 (reasonable care);
  (vii) clause 5.9 (rooftop accessories);
  (viii) clause 5.10 (notification of Vehicle fault); or
  (ix) clause 5.11 (repair without authority);

  that causes Damage, theft of the Vehicle or Third Party Loss;
(b) there is a breach of:
  (i) clause 11.1(a) (amounts due for more than seven (7) days);
  (ii) clause 14 (Incident reporting) that prevents Us from properly investigating a claim arising from an Incident or from prosecuting or defending any Incident or theft claim; or
  (iii) clause 19.2(b)(iii) (removal of the Tracking Device); or
(c) the Vehicle is stolen by You or an Authorised Driver or by any person acting for You, at Your direction or on Your behalf.

17.2 No Damage Cover

If You or any Authorised Driver:
(a) commit a Major Breach of the Agreement; or
(b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation has occurred,

You and any Authorised Driver:
  (i) have no Damage cover;

(ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
(iii) are liable for and **must** pay any additional costs or expenses We incur in recovering the Vehicle.

17.3 Other charges

You **must** pay, and You hereby indemnify Us in respect of all Loss or Liability that we or any Third Party sustain or incur that in any way relates to or arises out of a Major Breach of this Agreement by You or an Authorised Driver during the Term, including but not limited to:

(a) any legal and administration expenses (on a full indemnity basis) in any way relating to investigating and/or responding to, defending, or prosecuting or settling any legal proceedings, claims, enquiries, or investigations;
(b) any judgment or order obtained by any Third Party, including any interest thereon;
(c) any exercise, or attempted or purported exercise, of Our rights under this Agreement, including but not limited to:
  (i) any action We take to repossess the Vehicle; and
  (ii) any merchant/processing fee or surcharge charged to Us in relation to Your payments.
(d) subject to this Agreement, any other Claim that may be made against Us whatsoever, except to the extent that such Claim relates to any Loss caused by Our negligence.

17.4 Termination and repossession

(a) Acting reasonably, We may terminate the Agreement and take immediate possession of the Vehicle if:
  (i) there has been a Major Breach;
  (ii) there has been a breach of clause 17.2(b);
  (iii) the Vehicle has been involved in two (2) at fault Incidents during the Term.
  (iv) the Vehicle has been illegally parked for longer than 24 hours; or
  (v) the Vehicle is apparently abandoned;
  (vi) You fail to:
    (A) promptly provide all information and assistance We may reasonably request;
    (B) pay any part of any moneys payable by the due date;
    (C) immediately inform Us of any defect in the Vehicle of which You become aware or of which You should have been aware; or
    (D) properly to secure any load or equipment; or.
  (vii) You direct Us to charge any moneys payable by You hereunder to another person who fails to make payment when due; or
  (viii) any transaction against any credit card nominated by You is declined or stopped.
(b) If We repossess the Vehicle, any remaining part of the Term will be cancelled without any refund to You.

18 Personal Property Securities Act 1999 (PPSA)

18.1 Interest is as bailee

You have no right to, or interest in, the Vehicle other than as a bailee and You **must** not endeavour to obtain any other right or interest by Yourself or Your nominee.

18.2 Security Interest

You acknowledge that:

(a) the Agreement may create a security interest (**Security Interest**) (as that term is defined in the PPSA) in the Vehicle;
(b) We have a Security Interest in the Vehicle and the Vehicle will at all times remain subject to that Security Interest; and
(c) We may register the Security Interest on the Personal Property Securities Register.

19 Privacy

IMPORTANT NOTICE
Damage cover is excluded if You or an Authorised Driver breach clause 19.2(b)(iii). See clause 17 (Major Breach, termination and repossession) for further details.

19.1 Personal Information

(a) We are committed to respecting Your privacy and will not collect, use or disclose Your personal information where doing so would be contrary to law.
(b) When We collect Your personal information, We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
(c) We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.

19.2 Tracking Device

(a) To maintain and protect the Vehicle We may fit a Tracking Device to the Vehicle to enable Us to monitor the condition, performance and operation of the Vehicle and to track the Vehicle's movements. We may also collect, store, and use data collected through GPS and other electronic tools (including but not limited to Your speed, fuel consumption, distances travelled, and current and previous locations visited) to protect Our Vehicle and assist in the event of a breakdown or Incident.
(b) Information from the Tracking Device may be used during and after the Term. When You sign the Hire Agreement, You expressly consent to Us:
  (i) using the Tracking Device on the Vehicle during the Term; and

(ii) collecting, using and retaining information from the Tracking Device for the purposes referred to in clause 19.2(a) and in accordance with Our Privacy Policy.

(iii) You **must not** tamper with the Tracking Device or remove it from the Vehicle. Disabling or attempting to disable any GPS or diagnostic equipment will constitute a breach of this Agreement, will void Unlimited Kilometres Allowance, Damage cover and possibly incur Area of Use fees.

(c) To the extent that You submit personal information about any other individual to Us, You warrant that You have obtained all necessary consents and approvals for the disclosure of that information to Us, and for Our collection, storage, use and disclosure of such information in accordance with this Agreement.

20 General

20.1 Vehicles are booked by category

You acknowledge and agree that Our vehicles are booked by Category only and not by specific make or model or by registration number and that all bookings are subject to availability. It is Your responsibility to ensure that You have booked the correct Category and Class of vehicle.

20.2 Our right to decline changes to a booking

We reserve the right to decline any change to any confirmed booking. If we agree to change Your booking Location, Category, Class of vehicle, or any other change, You agree that:

(a) You are not entitled to any refund or credit for any reduction in the applicable Hire Fees;

(b) You **must** pay any increase in the applicable Hire Fees prior to taking Possession of the Vehicle;

(c) any changes within 21 days of the Pickup Date may incur an administration fee or $75; and

(d) except as provided by law and without limiting any provision of this Agreement, if for any reason a vehicle of the Category or Class booked by You is or will be unavailable on the Start Date then we may at Our sole discretion:

(i) offer to hire to You a substitute vehicle in a different Category or Class, or

(ii) terminate this Agreement by notice in writing to You at any time on or before the Start Date.

20.3 Substitute vehicles

(a) If we offer to hire to You a substitute vehicle, You need not accept that offer but if You do accept then You hereby release and discharge Us from any Claim for any Loss You have against Us in respect of Our failure to supply a vehicle of the Category or Class originally booked by You, including but not limited to any Claim for consequential Loss.

(b) If You do not accept any substitute vehicle that we offer to hire to You, or if we elect to terminate this Agreement without offering to hire a substitute vehicle to You, then we will refund to You all moneys paid by You in connection with this Agreement and You hereby release Us from any other Claim for Loss You have or might have had.

(c) Except where You are entitled to a substitute or replacement vehicle because we have failed to comply with a consumer guarantee, any substitute or replacement vehicle we agree to provide is subject to You paying additional Hire Fees and provide a new Bond. However, **unless** we agree otherwise, You are not entitled to select a Liability Reduction Option in respect of any such substitute or replacement vehicle and You are not entitled to any credit for any Hire Fees paid by You in respect of the previous Vehicle supplied to You.

20.4 Compulsory third party insurance cover

(a) Personal injuries You cause or incur whilst travelling in the Vehicle may be covered by compulsory third-party insurance relating to the Vehicle.

(b) Your rights under any such insurance are governed and may be limited by the applicable legislation. We make no warranty or representation as to Your rights under any such legislation and we recommend that You obtain prompt independent legal advice following any Incident. We also recommend that You seek expert advice about obtaining appropriate insurance (for example, separate travel insurance) prior to taking Possession of the Vehicle. Save for any compulsory third-party insurance required by law, we do not provide or arrange insurance of any kind.

(c) You acknowledge and agree that we are not an insurer, and that this Agreement gives only a limited contract of insurance. If, despite the foregoing, this Agreement includes, or is held to include a provision of insurance of any kind then this Agreement shall be read and construed as though that provision had been severed from the beginning and the remainder of this Agreement shall remain in full force.

20.5 Our policies

You **must** comply with Our policies (as amended from time to time) to the extent that they are not inconsistent with this Agreement. Our policies are published on Our Website.

20.6 Right of refusal

We hereby reserve the right to refuse any request for hire, or to cancel any booking, prior to You taking Possession of the Vehicle. After Possession of the Vehicle has been delivered to You, You acknowledge and agree that we and/or the owner of the Vehicle may nevertheless retake Possession of the Vehicle (and for that purpose enter any premises and remove the Vehicle, using reasonable force if necessary) at any time without prior notice if:

(a) You breach this Agreement,

(b) the Vehicle appears to be abandoned or damaged,

(c) any Hirer obtained Possession of the Vehicle through fraud or misrepresentation, or

(d) we consider on reasonable grounds that the safety of any passengers in the Vehicle or the condition of the Vehicle is endangered.

20.7 References are to NZ$

All references to “$” in this Agreement are to New Zealand dollars and **unless** otherwise noted include GST where applicable.

20.8 Delay is not a waiver

No delay in exercising any right on Our part shall operate as a waiver, of that or any other right. A right may only be waived by Us by notice in writing signed by an officer of the Company, and any such waiver shall be effective only to the extent specifically set out therein. In no case shall any waiver in relation to any breach of this Agreement constitute a waiver of any subsequent or other breach.

20.9 Entire Agreement

This Agreement embodies the entire agreement between the parties. To the extent permitted by law, any statement, representation, or promise made in any negotiation or discussion, has no effect except to the extent expressly set out or incorporated by reference in this document.

20.10 Force Majeure

We are not responsible for any failure to fulfil any of Our obligations under this Agreement if such fulfilment is delayed, prevented, or impeded in any way by reason of a Force Majeure Event.

20.11 Diagrams, photos and descriptions are illustrative

Diagrams, photographs, and textual descriptions on Our Website or in Our brochures, documents or promotional material are for illustrative purposes only. You acknowledge that the Vehicle may vary from any depiction or description given.

20.12 Agreement is binding

(a) This Agreement is binding on every person who signs it, even if other parties fail to sign.
(b) Any person signing a copy of this Agreement as a Cardholder agrees that they are a Hirer under this Agreement irrespective of whether they intend to travel in the Vehicle.

20.13 Vehicle is for Your sole use

You acknowledge and agree that Your use of the Vehicle is solely for Your own purposes and that You are neither the agent of the Company nor subject to its control in relation to such use.

20.14 Time is of the essence

Time is of the essence in respect of Your obligations under this Agreement.

21 Definitions and Interpretation

21.1 Definitions

In these Terms and Conditions:

Area of Use Map means the 'Area of Use' diagram on the Details Page or the Website, and includes any other document completed or to be completed by You immediately before You take Possession of the Vehicle as indicating the area in which You intend to use the Vehicle.

Authorised Driver means any driver of the Vehicle who is approved by Us and who is recorded on the Hire Agreement prior to the Start of the Rental and is not an Unauthorised Person.

Booking and Administration Fee means the fee described as such on the Details Page or Policies Page, and may include an amount equal to any merchant fee incurred by Us in relation to processing Your payments.

Bond means a security deposit or credit pre-authorisation in the sum specified as such on the Details Page or Policies Page, and in the absence of any such specification means:
(a) if You have selected a Liability Reduction Option, a security deposit or pre-authorisation in the sum specified under the terms of the relevant Liability Reduction Option; or
(b) in any other case, a security deposit of $7,500.

Cardholder means the person to whom any credit card used, or to be used, to pay any moneys payable under this Agreement (including but not limited to any applicable Hire Fees and Bond) has been issued.

Category means any category of vehicles offered by Us for hire from time to time, including but not limited to: Aventus 2, Grip 4x4, Mystery Machine or Economy Car.

Claim means any claim whatsoever, and includes any cause of action, notice, suit, demand or judgment, summons, complaint, claim or other legal process, whether at law, in equity or under statute that in any way relates to, or arises out of, an Incident, this Agreement, or the Vehicle or Your use thereof and includes for the avoidance of any doubt any notice, demand or claim for payment relating to any infringement, traffic, parking, speeding, red-light camera or toll fine or fee.

Class includes a two-wheel drive (**2WD)** vehicle, a four-wheel drive (**4WD**) vehicle or an all-wheel drive (**AWD**) vehicle and for the purposes of these Terms and Conditions 4WD and AWD vehicles are treated to be of the same class, and for clarity, a clause that applies to a 4WD vehicle applies equally to an AWD vehicle.

Company means Wicked Culture Limited (NZBN 9429034684627).

Daily Hire Charge means the daily fee charged by Us for the hire of the Vehicle, as stated on the Details Page or Policies Page.

Damage means:
(a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, however caused that is not fair wear and tear;
(b) assessing fees; and
(c) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

Details Page means: where this Agreement is formed online, the booking summary page on Our Website or in any other case, the first page of any document containing or incorporating these Vehicle Hire Agreement Terms.

Electronic Signature means an electronic method of signing that identifies the person and indicates their intention to enter into this Agreement, and includes a digital signature.

Excluded Incident means any Incident to which this Agreement specifies as being excluded from Damage cover.

Extended Return Date means 10.00 am (or such other agreed time) on the last day of any agreed extension of the Term.

Force Majeure Event means an event which is beyond Our reasonable control including, but not limited to, any act of God or the elements, fire, flood, war, the public enemy, strikes, civil commotion, transportation or other embargoes, perils of the sea, act of civil or military authority, or governmental priority.

Hire Fees means: the Daily Hire Charge for each day of the Term, the Bond Processing Fee, One Way Fee, Liability Reduction Fee and Toll Road Levy, the Booking and Administration Fee, and any other fees specified in the Details Page, the Area of Use Diagram or the Vehicle Condition Report where applicable.

Hirer means a person who has personally signed the Details Page and, **unless** we otherwise agree, has:

(a) personally attended at the Pickup Location; and
(b) supplied a copy of his or her driver's licence to Our authorised representative.

Incident means any event whatsoever involving actual or potential loss, Damage, expense or liability to Us or any Third Party (or personal injury to any person) in any way relating to the Vehicle or Your use thereof during the Term, including but not limited to:

(a) a collision;
(b) an SVA;
(c) theft of, or from, the Vehicle; and
(d) any natural event of whatever kind including but not limited to hail, storms, cyclones and floods.

Incident Report Form in relation to an Incident, means a complete, accurate and legible report (written in the English language) in respect of the Incident in Our approved form and signed by every Hirer under this Agreement and the driver of the Vehicle at the relevant time.

Liability Charge means the amount (including GST) specified as 'Liability' for the relevant Class of Vehicle and Liability Reduction Option up to which You **must** pay Us in the event of an Incident, or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

Liability Reduction Fee means the daily fee payable for any selected Liability Reduction Option.

Liability Reduction Option/Damage Cover Option means an option We offer at additional cost for reducing the amount payable for the Bond and the Liability Charge in the event of an Incident and includes:

(a) Premium Cover;
(b) Premium Cover Plus; and
(c) SVR Cover.

Loss includes all losses, damages, outgoings, charges, penalties, fines, costs and expenses (including lawyers' fees and expenses) of whatever description and whether present, unascertained, contingent or prospective and whether or not in the nature of consequential loss.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Hire Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Incident.

Major Breach means a breach of any of the clauses listed in clause 17.1.

Off Road means an area, surface or terrain that is not a sealed or Unsealed Road and includes but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, rivers, flood waters, sand, deserts, rocks, fields and paddocks.

Overhead Damage means Damage to the Vehicle or Third Party Loss caused by:

(a) contact between the part of the Vehicle that is at or above the level of the top of the front windscreen with objects overhanging or obstructing its path;
(b) objects being placed on the roof of the Vehicle; or
(c) You or any person standing or sitting on the roof of the Vehicle.

One Way Fee means the fee specified as such on the Details Page or Policies Page as being the applicable fee for returning the Vehicle to an approved depot other than the Pickup Location.

Permitted Area of Use means the whole of New Zealand other than any Prohibited Area.

Pickup Location means the premises from which You take Possession of the Vehicle on the Start Date or such other premises nominated as such on the Details Page or Policies Page.

Policies includes procedures and guidelines published by Us, and includes any document summarising the terms of this Agreement.

Policies Page means the policies page on Our Website and any relevant documents linked on said page.

Processing Fee means any merchant fees incurred by Us and charged to You in relation to Your payments described as such on the Details Page or Policies Page, and in the absence of any such specification means 1.7% for domestic cards or 3.5% for international cards;

Prohibited Area means any area identified as such in this Agreement or on Our Policies Page.

Prohibited Area Fee means the sum of $2,000, or any other sum describes as such on the Details Page or Policies Page.

Return Date means the 'Due Return Date' stated on the Details Page, or the Extended Return Date as the case may be.

Return Location unless stated otherwise on the Details Page, means the Pickup Location.

Return Time means the 'Due Return Time' stated on the Details Page, otherwise 10:00 am.

SVA, Single Vehicle Accident means any Incident not involving another vehicle, or which does involve another vehicle in circumstances where You are unable to supply full details of that other vehicle and its driver, and includes (regardless of the circumstance) any incident which occurs whilst the Vehicle is reversing.

SVR means a single vehicle rollover incident.

SVR Cover is a Liability Reduction Option we offer to provide extended Damage cover for an SVR.

Term means the period commencing on (and including) the Start Date and terminating on (and including) the Return Date.

Third Party means any person other than You or Us whose property has been damaged in an Incident involving the Vehicle.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Unauthorised Person means:

(d) a person who does not meet all of the mandatory requirements of these Terms and Conditions; or

(e) a person who has committed a Major Breach.

Underbody Damage means any damage to the Vehicle caused by or resulting from contact between the underside of the Vehicle and any part of the roadway or any object or obstruction, including kerbs, gutters, speed or road humps, barriers or wheel stops and does not arise as a result of an impact with another vehicle.

Vehicle means the vehicle identified on the Details Page and includes any substitute or replacement vehicle we supply (including any replacement vehicle we supply), and includes all accessories, tools, tyres and equipment therein.

Vehicle Condition Report means a document signed or to be signed by You immediately before You take Possession of the Vehicle as indicating the condition of the Vehicle at the commencement of the Term.

We, **Us** or **Our** is a reference to the Company;

You or **Your** means the Hirer, and if more than one, means each Hirer who is jointly and severally liable under this Agreement.

21.2 Interpretation

In these Terms and Conditions, **unless** the context otherwise requires:

(a) headings are for convenience only and do not form part of the Terms and Conditions or affect their interpretation;

(b) where You comprises two or more persons each is bound jointly and severally; and

(c) in this Agreement a statute refers to all statutory provisions consolidating, amending or replacing same and all regulations, rules, by- laws, proclamations, orders and other authorities pursuant thereto; a clause, sub-clause, or paragraph shall refer to a clause, sub-clause, or paragraph to or of this Agreement; a right includes a power, privilege or remedy; the whole of anything includes any part of it.