



## 1 General

1.1 This **Agreement** consists of these **Terms and Conditions** and the **Details** described in Part A (such as your name, address, details of your driver's licence, details of the vehicle, and the dates of the **Rental**).

1.2 We agree to hire one of our vehicles to you for the period of the **Rental**, and you agree to comply with these Terms and Conditions. Please note that all of our charges include GST. This Agreement is governed only by New Zealand law.

## 2 We agree to:

- 2.1 hire the vehicle described in the Details to you for the **Rental**;
- 2.2 make sure that the vehicle is legal to use in New Zealand;
- 2.3 insure the vehicle, unless otherwise stated and signed by you; and
- 2.4 explain any extra charges that will or might apply – we call these **Additional Charges**.

## 3 We may:

- 3.1 allow other **Authorised Drivers** to drive the vehicle, at our discretion;
- 3.2 take the vehicle off you if you breach this Agreement, and you must pay all the costs that we incur to recover the vehicle;
- 3.3 cancel the Agreement at any time if, in our opinion, you or your driving creates a real risk of danger to other people, and you must pay all the costs that we incur to recover the vehicle; and
- 3.4 recover any costs from you that we incur to recover any money that you owe to us

## 4 You agree to:

- 4.1 keep a copy of this Agreement in the vehicle during the **Rental** and show it to a Police officer, if asked;
- 4.2 make sure that you or an **Authorised Driver** are the only people who drive the vehicle;
- 4.3 pay us the total amount that you owe us, including:
  - (a) the daily rate for the agreed number of hire days;
  - (b) a premium location fee (only from some locations);
  - (c) any extras you have requested when you pick-up the vehicle (a navigation unit, child seat or ski racks, for example);
  - (d) any **Additional Charges**, including:
    - (i) any cost for a one-way hire;
    - (ii) the cost of a late return;
    - (iii) administration fees;
    - (iv) the cost to fill the vehicle with fuel (unless you purchased Pre-paid Fuel when you collected the vehicle);
    - (v) costs to clean the vehicle (if necessary);
    - (vi) the costs to return the vehicle to the condition it was in when we hired it to you (if necessary), to the amount of the **Excess**;
    - (vii) a credit card surcharge of 2.2% for Mastercard and Visa, and 4% for American Express, on all transactions where a credit card or a debit card is used for payment. The credit card surcharge is subject to GST; and
    - (viii) the cost of all road tolls, parking tickets or driving offence fines incurred during the **Rental**,

and you authorise us to deduct all such charges from the credit or debit card you have provided to us;

- 4.4 place a pre-authorisation on your credit or debit card at the start of the rental, in the amount of the **Excess**, as security for any amounts that may become owing to us under this Agreement (including any **Additional Charges**). At the end of the hire, once final charges have been calculated, any unused portion of the pre-authorisation will be released to you by your bank. If the final charges exceed the amount of the pre-authorisation, you will owe us the shortfall and authorise us to deduct all such charges from the credit or debit card you have provided to us. Please note that the pre-authorisation may take up to 7 – 14 business days to be released by your bank;
- 4.5 ask us if you would like to change your vehicle return date, time, or place – we will do what we can to accommodate your amendments but this may mean **Additional Charges** for you;
- 4.6 look after our vehicle and make sure it is kept safe and secure at all times; and
- 4.7 immediately stop driving the vehicle, turn it off, and contact us if a warning light or 'check engine' light comes on.

## 5 You must not:

- 5.1 use the vehicle, or allow it to be used:
  - (a) outside of your authority;
  - (b) by any person if that person is under the influence of alcohol or any drug, including a prescribed medicine;
  - (c) in a race, a speed test, a rally or any other type of contest;
  - (d) contrary to any New Zealand law or bylaw;
  - (e) to transport more than the number of passengers for which the vehicle is certified, or to carry a larger load than that which the vehicle is authorised to carry;
  - (f) by any person who does not hold a current driver's licence appropriate for the vehicle;
  - (g) for any form of hire or reward;
  - (h) to push or tow any other vehicle; or
  - (i) to transport any animal (other than a 'disability assist dog' for the purposes of the Dog Control Act 1996);
- 5.2 deliberately or recklessly damage or cause loss to the vehicle;
- 5.3 use incorrect fuel in the vehicle;
- 5.4 smoke in the vehicle, or allow any other person to smoke in the vehicle; and
- 5.5 use the vehicle in any of the following places:
  - (a) anywhere that is not officially designated as a road;
  - (b) any non-commercial ski field road;

- (c) any beach;
- (d) Tasman Valley Road (also known as the Ball Hut access road) at Aoraki Mt Cook; and
- (e) Skippers Canyon Road near Queenstown.

## 6 If you commit an offence during the Rental:

- 6.1 You will be liable for the fines and costs for any:
  - (a) speeding, parking, other traffic infringements or toll offences;
  - (b) failure to comply with traffic signs or signals; and
  - (c) 'freedom camping' offences under the Freedom Camping Act 2011 (such as freedom camping in breach of local bylaws, illegally disposing of rubbish and failing to leave an area when legally required).
- 6.2 If an offence is committed during the **Rental**;
  - (a) you will be liable for the costs related to that offence, whether or not you were the driver at the time;
  - (b) within five working days of us receiving the notice of the offence (the **Notice**), we will transfer liability for the **Notice** to you by passing on your details to the relevant authority for such notices to be directed to you.
  - (c) you have a right to challenge, complain about, query or object to any ticket directly to the organisation that has issued it (the Police if it is a speeding ticket, for example, or a tolling authority if it is an unpaid road toll); and
  - (d) you have a right to ask for a court hearing in connection with any ticket (but you must ask for this within 56 days of the ticket being issued, or within 28 days of the reminder notice).
- 6.3 In the event that we are unable to transfer liability for the **Notice** to you by passing on your details to the relevant authority, we will charge your credit or debit card for the total amount of the ticket, and we will pay this to the appropriate authority as soon as we can. In these circumstances, we have the right to charge your credit or debit card with an administration charge (\$50 for a speeding, parking and other traffic infringement ticket and \$25 for an unpaid toll charge) which we will keep. We will give you 48 hours notice by email before charging your credit or debit card.
- 6.4 We have the right to pass the details of any vehicle-related offence to a relevant authority, or to a debt collection agency, if we consider it is necessary.
- 6.5 By signing this Agreement, you agree that we have made you aware of your rights and obligations in relation to any **Notice** ticket for which you may be liable.

## 7 In the event of damage to the vehicle:

- 7.1 You must record the details of all other vehicles that are in any accident in which you are involved, and the name, address and contact telephone number of each driver.
- 7.2 You must not arrange any recovery or repair of the vehicle, and you must tell us as soon as possible of the damage. You agree to do whatever we reasonably require to help us minimise our loss and/or for us to prosecute any person as a result of the damage.
- 7.3 We have an agreement with First Assistance to provide roadside assistance to any of our vehicles 24 hours a day, 7 days a week. You can call them by calling our toll-free number and select option 3. We will meet the upfront cost of each callout, but we will on-charge this cost to you if the reason for the callout relates to something that is your fault (for example, running out of fuel, losing the keys, locking the keys in the vehicle, or if a wheel on the vehicle needs to be changed due to a puncture).
- 7.4 We may choose to give you a replacement vehicle for the remaining **Rental** or we may decide in our sole discretion that the **Rental** has come to an end as a result of the damage.
- 7.5 We will not be responsible for any costs you incur as a result of any accident, or damage to the vehicle.
- 7.6 If there is damage to the vehicle:
  - (a) you must pay us the full **Excess** once the **Rental** is closed;
  - (b) we will get a quote to have our vehicle repaired;
  - (c) if the repair cost is lower than the **Excess** you have paid, we will refund the difference to you, minus an administration fee of no more than \$140 + GST; and
  - (d) if you allege that a third party caused the damage and the third party is able to be identified, we will pursue them through our insurance company. If the third party accepts liability, the total **Excess** will be refunded to you.
- 7.7 You will not have the benefit of the damage cover described in clause 7.6, and will be liable to us for loss or damage to the vehicle up to \$50,000 and all third party loss, together with related charges and fees, if a breach of clause 5 has occurred and caused or materially contributed to the loss or damage to the vehicle and/or the third party loss.

## 8 Privacy

- 8.1 We collect and hold personal information about you, including your name, contact details, driver's licence details, copies of invoices and our written communications with you.
- 8.2 We use this personal information in connection with providing vehicle rental and related services including damage monitoring, reporting and repair, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management, marketing, and the promotion of safe driving in New Zealand.
- 8.3 We will comply with our obligations under the Privacy Act 1993 which limits our rights to collect, use and store such information.
- 8.4 We may need to disclose your personal information to our insurers, our service providers (including online), to authorities who collect fines and other road related charges, to the police on their request, to credit reporting bodies and debt collection agencies, your credit or debit card provider in the event you default on the payment of any monies owing to us, and to other parties involved in an accident with the vehicle during the hire period.
- 8.5 You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you would like to ask for a copy of your information, or have it corrected, please contact us at customersupport@ezicarrental.co.nz, by telephone at 0800 545 000, or by writing to us at PO Box 112 136, Penrose.

