

TERMS AND CONDITIONS

1. General

- 1.1 This **Agreement** consists of the **Details** on the front page of this document, and these **Terms and Conditions**.
- 1.2 We agree to hire one of our vehicles to you for the period of the Subscription, and you agree to comply with these Terms and Conditions. Please note that all of our charges exclude GST.
- 1.3 The subscription has a minimum term of 60 days (2 periods) (**Minimum Term**).
- 1.4 Your Subscription will continue on a 30 day rollover basis for the maximum term of one year. The Subscription may terminate earlier if an end date has been specified in the Details, or otherwise as set out in clause 11.
- 1.5 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 Subscription Fee;
- 2.2 make sure that the vehicle is legal to use in New Zealand;
- 2.3 insure the vehicle, unless otherwise agreed in writing, and such agreement 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, however, you remain liable for the performance of your obligations and the act and omissions of any Authorised Driver under this Agreement;
- 3.2 cancel this Agreement and take the vehicle off you, if:
- (a) you breach this Agreement; or
 - (b) in our opinion, you or your driving creates a real risk of danger to other people or property,
- and you must pay all the costs that we incur to recover the vehicle; and
- 3.3 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 (which may be an electronic copy) of this Agreement in the vehicle during the Subscription 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 and hold a current full driver's license which is carried with you in the vehicle at all times;
- 4.3 return the vehicle to the agreed location at the end of the Subscription;

- 4.4 look after our vehicle and make sure it is kept safe and secure at all times;
- 4.5 ensure that all reasonable care of accessories (including GPS) and keys is taken at all times; and
- 4.6 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 full driver's licence appropriate for the vehicle;
 - (g) for any form of hire or reward;
 - (h) to push or tow any other vehicle or trailer, unless the vehicle has a towbar in which case you have permission to tow provided:
 - (ii) the item being towed is in a safe and roadworthy condition, complies with all relevant laws and regulations and the load is properly secured; and
 - (iii) the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide at www.ezicarrental.co.nz/support-services/towbars); 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; or
- 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 including Ninety Mile Beach, Northland;

- (d) any roads north of Colville on the Coromandel Peninsula;
- (e) Tasman Valley Road (also known as the Ball Hut access road) at Aoraki Mt Cook; and
- (f) Skippers Canyon Road near Queenstown.

6. Paying for your Subscription

- 6.1 You agree to pay us the total amount that you owe us, including:
- (a) the Subscription Fee;
 - (b) a delivery fee (if applicable);
 - (c) any extras you have requested when you pick-up the vehicle (i.e a navigation unit, child seat or ski racks, for example);
 - (d) any applicable Additional Charges, which may include:
 - (i) fees for any late returns, additional days or additional kilometres;
 - (ii) administration fees;
 - (iii) the cost to fill the vehicle with fuel at the end of the Subscription;
 - (iv) costs to clean the vehicle at the end of the Subscription (if necessary);
 - (v) the costs to return the vehicle to the condition it was in when the Subscription started (if necessary), to the amount of any applicable Excess;
 - (vi) 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;
 - (vii) the cost of all road tolls, parking tickets or driving offence fines incurred during the Subscription, and
 - (viii) the replacement costs (at current retail replacement value) of any damaged, lost or missing accessories (including GPS) or keys.
- 6.2 You agree you will be charged for the Minimum Term at the start of your Subscription.
- 6.3 You will be charged Subscription Fees in advance, on a 30 day basis. You will be invoiced one week prior to the rollover of your Subscription.
- 6.4 Any charges payable by you will automatically be charged to your credit card. You irrevocably authorise us to make such charges to your credit card as and when they fall due.
- 6.5 In the event of credit card failure, we will contact you to arrange alternative payment. If you fail to pay the charges by the due date, we reserve the right to repossess the vehicle and cancel this Agreement.

7. If you commit an offence during the Subscription

- 7.1 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).
- 7.2 If an offence is committed during the Subscription in connection with the use or misuse of the vehicle:
- (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 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).
- 7.3 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.
- 7.4 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.
- 7.5 By signing this Agreement, you agree that we have made you aware of your rights and obligations in relation to any Notice or ticket for which you may be liable.

8. Vehicle maintenance

- 8.1 We will contact you throughout the Subscription to request the odometer reading of the vehicle. Failure to provide the odometer reading within 48 hours of our request may result in cancellation of the Subscription.
- 8.2 You must not arrange any maintenance of the vehicle. If we consider maintenance, servicing or a certificate of fitness is required, we will contact you and you agree to return the vehicle to us. We will endeavour to find a similar vehicle as a replacement, for you to continue the Subscription.

9. In the event of damage to the vehicle

- 9.1 You must notify us of the full circumstances of any breakdown, accident or damage to the vehicle (or its accessories or spare parts) as soon as practicable after becoming aware of the damage.
- 9.2 In the event of an accident, 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.
- 9.3 You must not arrange any recovery or repair of the vehicle. 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.
- 9.4 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 a flat tyre or battery, or to something that is your fault (for example, running out of fuel, losing the keys, or locking the keys in the vehicle).
- 9.5 We may choose to give you a replacement vehicle for the remaining Subscription or we may decide in our sole discretion that the Subscription has come to an end as a result of the damage.
- 9.6 We will not be responsible for any costs you incur as a result of any accident, or damage to the vehicle.
- 9.7 If there is damage to the vehicle:
- (a) you must pay us the applicable Excess on our request for each event of damage;
 - (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 and funds liability, the total Excess will be refunded to you.
- 9.8 You will not have the benefit of the damage cover described in clause 9.7 or 10.1, and will be liable to us (or our insurance company, if applicable) for loss or damage to the vehicle up to \$50,000 and all third party loss, together with related charges and fees, if you breach this Agreement or caused or materially contributed to the loss or damage to the vehicle and/or the third party loss.

10. Insurance

- 10.1 Unless a breach of clause 4 or 5 has occurred, and subject to clauses 9.7, 9.8 and 10.2, subject to your liability to pay the Excess and subject to any insurance exclusions set out on our website at <https://www.ezicarrental.co.nz/ezi-choice/> you are:
- (a) not liable to us for:
 - (i) any loss or damage to the vehicle or its spare parts; or

- (ii) any consequential loss of revenue or other expenses that we may suffer or incur, including towing and salvage costs associated with the recovery of the vehicle; and
 - (b) indemnified under the terms of our insurance to the extent of \$10,000,000 in respect of any liability you might have for damage to any property belonging to any other person arising out of the use of the vehicle.
- 10.2 You may make your own insurance arrangements in accordance with clause 2.3, but these must be approved by us prior to pick-up of the vehicle. If approved by us, then you are responsible for all losses, costs and damages set out in this Agreement or otherwise, and you accept that clauses 9.7 and 10.1 do not apply to those losses, costs and damages.
- 10.3 We do not provide insurance for any trailer or other item towed by the vehicle or the contents of that trailer or other item.
- 10.4 The amount of your Excess is set out in the Details. You will be liable for the Excess for each and every event of damage.

11. **Amending or cancelling your Subscription**

- 11.1 You may cancel or seek to amend your Subscription at any time prior to your Subscription start date. Any amendment to your Subscription must be approved by us before it will be effective.
- 11.2 You may cancel your Subscription after the start date by providing notice to us at any time prior to us issuing an invoice for the following period. The cancellation will take effect from the end of the current period. If you return the vehicle early, you will not be entitled to any refund of the Subscription Fees already paid.
- 11.3 If your Subscription has an end date, you may request an extension to your Subscription by contacting our customer service team. Any extension to the Subscription is subject to availability of the vehicle.
- 11.4 We may cancel this Agreement (before or after vehicle pick up) and immediately repossess the vehicle if you become insolvent, bankrupt or cannot pay your debts when due, and in the circumstances set out at clause 3.2, 6.5 or 9.5. We may otherwise cancel this Agreement and repossess the vehicle by providing one month written notice to you.
- 11.5 Subject to any end date specified in the Details, or any cancellation under this clause 11, the Subscription will end one year from the start date set out in the Details.

12. **Personal Property Securities Register**

- 12.1 This Agreement creates a security interest in our favour over the Subscription vehicle. You agree to sign any documents, provide all necessary information and do anything else required by us to enable the registration of a financing statement or financing change statement on the Personal Property Securities Register (**PPSR**).
- 12.2 You will not enter into any security agreement that permits any other person to register any security interest under the Personal Property Securities Act 1999 (**PPSA**) in respect of the Subscription vehicle.
- 12.3 You agree that to the extent permitted by the PPSA, the provisions of Part 9 of the PPSA that place obligations on us shall not apply, and where we have rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply.

12.4 You also waive your rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by us.

13. **Privacy**

13.1 We may collect, hold, use and disclose your personal information as set out in our privacy policy, available on our website.

14. **Signatures**

You must date and sign the front page of this Agreement before we will give you the keys to the vehicle.