



Terms and Conditions of Rental – New Zealand

Effective: 1 May 2024

europcar.co.nz

***Europcar* Terms & Conditions**

1	Your Rental Contract.....	3
2	Rental Period.....	3
3	Costs, charges and payment.....	5
4	Infringement offences	7
5	Damage Cover and payment of the Damage Excess	7
6	Exclusions to Damage Cover	9
7	Customer Own Insurance	10
8	Your responsibilities	11
9	Electric and plug-in hybrid Vehicles.....	15
10	Prohibited areas of use	16
11	Our Responsibilities	17
12	Roadside Assistance, breakdown and repair	18
13	Accidents and Accident reporting	19
14	End of the Rental Period	21
15	Serious Breach and termination of the Rental Contract	22
16	Applicable law.....	23
17	Dispute Resolution	24
18	Privacy Policy and GPS Tracking	24
19	General.....	24
20	Definitions and interpretation	25

1 Your Rental Contract

1.1 The Rental Contract

- (a) This Contract (Rental Contract) You have entered into with Europcar comprises:
- (i) the rental document for the hire of the Vehicle (**Rental Agreement**);
 - (ii) the confirmation email where You have pre-booked Your rental online or through Our call centre;
 - (iii) the Europcar Privacy Policy; and
 - (iv) these terms and conditions of rental (**Terms and Conditions**).

When We refer to the Rental Contract We mean all of these documents read as if they are the one document and together they create binding and enforceable legal obligations.

- (b) Please read the Rental Contract carefully. If there is anything that You or an Authorised Driver do not understand please ask at the Rental Station before signing the Rental Contract, as Your signature is Your acknowledgement that You have read and understood the Rental Contract in its entirety and that You agree to be bound by it.

1.2 Electronic signatures

We use electronic signatures as a means of entry into the Rental Contract. When You insert an electronic signature, You consent to the use of this means of acknowledgment and acceptance of these Terms and Conditions and Your obligations under the Rental Contract.

1.3 Identity, credit and other checks

We may conduct reasonable identity, security, licence and credit checks before renting a Vehicle to You and if You fail to meet any of those requirements, We may refuse to rent a Vehicle to You,

2 Rental Period

2.1 Your rental

Your rental of the Vehicle from Us is for the Rental Period and the Rental Charges shown in the Rental Agreement.

2.2 Return of the Vehicle

The Vehicle **must** be returned to the Rental Station on the date and by the time shown in the Rental Agreement. If You return the Vehicle:

- (a) earlier than the date and time shown in the Rental Agreement We will not refund any unused daily Rental Charges to You unless You provide a reasonable explanation in which case We may allow a refund to be made but the daily rate will be adjusted for the actual days used; or
- (b) to a Rental Station other than that shown in the Rental Agreement a one-way fee may apply.

2.3 Extending the Rental Period

- (a) We understand that circumstances change and that You may require the Vehicle for longer than the Rental Period. If so, You **must** notify Us at least two (2) hours prior to the expiration of the Rental Period.
- (b) If You fail to notify Us at least two (2) hours before the expiration of the Rental Period that You require an extension, We may:
 - (i) terminate the Rental Contract; 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 and additional fees may apply
- (c) If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, in addition to Your obligations under clauses 2.4(a) and 2.4(b) You **must** take the Vehicle to Your nearest Europcar Rental Station on day 29 and every 30 days thereafter to pay Your additional Rental Charges for the extended Rental Period unless You have Our prior written agreement varying these conditions.

2.4 Longer term rentals (30 days more)

- (a) If the Rental Period is longer than 30 days **unless** You have Our prior written agreement You **must** take the Vehicle to Your nearest Europcar Rental Station on day 29 and every 30 days thereafter to allow the Vehicle's condition to be inspected and, unless You have a Europcar charge account, to pay Your additional Rental Charges.
- (b) If We have exempted You from returning the Vehicle to the nearest Europcar Rental Station for inspection, You **must** contact the Rental Station or Our Call Centre on **0800 800 115** on day 29 and every 30 days thereafter to supply the Vehicle's current odometer reading and provide details of the Vehicle's condition, including the provision of photos of the Vehicle's condition and of any Damage;
 - (i) If You fail to return the Vehicle for inspection as required by clause 2.4(a) or fail to supply the current odometer reading and provide details of the Vehicle's condition as required by clause 2.4(b), Damage Cover is excluded and upon reasonable notice We may repossess the Vehicle.
- (c) We reserve the right to adjust the Rental Charges payable at each 30-day renewal, or extension of a Rental Period that is longer than 30 days, to take into account the standard rates payable in the next 30 day Rental Period.

2.5 Cancellation and 'No Show'

- (a) Wherever possible You should use the same communication channel to cancel Your reservation that You used when booking the Vehicle. Alternatively, You can contact Our Call Centre on **0800 800 115** to cancel Your reservation.
- (b) If You:
 - (i) cancel Your reservation, a cancellation charge will apply; or
 - (ii) fail to cancel Your reservation and fail to pick up the Vehicle, a 'No Show' charge will apply.
- (c) If You have prepaid Your rental We will refund the prepaid amount less the cancellation or 'No Show' charge.
- (d) In applying these cancellation and 'No Show' charges You agree that they reflect the fact that We held the Vehicle for You without any rental transaction taking place.
- (e) If You have not prepaid Your rental and have lodged Your Europcar Account details with Us We will guarantee Your Vehicle until the close of business on the day Your

rental is due to start. However, notwithstanding that You may have used this facility to guarantee Your reservation, the cancellation and 'No Show' charges in clause 2.5(b) will still apply.

- (f) If We cancel Your reservation You will be fully reimbursed any sums You have paid to Us for the booking.

3 Costs, charges and payment

3.1 Payment at the Start of Rental

- (a) At the Start of Rental You **must** provide Your acceptable credit card or Debit Card and as security We may pre-authorise Your total estimated Rental Charges plus a deposit, less any prepaid amounts unless:
- (i) You have a Europcar charge account in which case the estimated Rental Charges will be debited to Your Europcar charge account according to the terms of payment of that account;
 - (ii) You have prepaid Your Rental Charges, in which case the prepaid amount will be applied against Your estimated Rental Charges; or
 - (iii) the Rental Charges are covered by an acceptable and valid rental voucher.
- (b) A preauthorisation has the effect of reserving the funds on Your credit or debit card and although We do not physically withdraw the funds at this stage, the funds available on Your card will be reduced by the pre-authorised amount. Therefore, You should ensure that other payments You may need to make from Your card will not be compromised as a result.

3.2 Payment during Your Rental

Fees and charges You may incur during the Rental Period include:

- (a) toll fees;
- (b) extra kilometres, if You exceed the free kilometres applicable to Your Rental Period and Vehicle model;
- (c) other Rental Charges, including extra fuel, Damage, fines, infringements and roadside assistance charges; and
- (d) amounts payable pursuant to the terms of payment of Your Europcar charge account or on day 30 where the Rental Period exceeds 30 days.

3.3 Payment at the end of the Rental Period

- (a) At the end of the Rental Period You **must** pay outstanding amounts, including:
- (i) the Rental Charges;
 - (ii) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental, subject to reasonable wear and tear, including but not limited to extra cleaning plus an administrative fee if the Vehicle is returned in an excessively dirty condition; and
 - (iii) any amounts payable under clauses:
 - (A) 4.1 (Infringements);
 - (B) 5.1 (Damage Excess); and
 - (C) 6.1, or 6.2 (Serious Breach, Exclusions to Damage Cover).
- (b) Invoices and payment receipts will be sent to You electronically to the email address nominated on Your booking application.

- (c) If You extend the Rental Period from that shown in the Rental Agreement:
 - (i) You **must** pay the Rental Charges and for any Damage Cover Products for the extended Rental Period; and
 - (ii) Your entitlement to free rental kilometres may change and You will be charged for extra kilometres if You exceed the free kilometres applicable to Your Rental Period and Vehicle model.

3.4 **Acceptable Debit Cards or credit cards required**

- (a) Payment by Debit Card of amounts due under the Rental Contract is not acceptable on all Vehicles or at all Rental Stations and may require an acceptable form of current identification in addition to presentation of Your current driver's licence.
- (b) Before entering into the Rental Contract You can check with the Our Call Centre on **0800 800 115** or website to ensure the credit card or Debit Card You propose is acceptable to Us.
- (c) When collecting and returning the Vehicle the primary cardholder **must** be present, unless You have Our prior consent.

3.5 **Fuel Charges**

- (a) The Vehicle is supplied with a full tank of fuel. If You do not take the "prepaid fuel" option and return the Vehicle without a full tank of fuel a refuelling charge will apply. You **must** also pay for any fuel used for the delivery and collection service.
- (b) We may also take steps to assist third parties in recovery of unpaid fuel charges where the Vehicle has left the fuel station without paying for the cost of the fuel.

3.6 **Amounts payable are subject to subsequent verification**

All amounts payable under the Rental Contract are subject to subsequent verification and adjustment and details of any adjustments will be provided to You as soon as practicable.

3.7 **Authority to charge Your Europcar account**

- (a) If a refund is due to You it will be credited to Your Europcar Account.
- (b) If any amount is due to Us You authorise Us to charge Your Europcar Account with that amount, including an amount up to the Damage Excess and any amounts payable under clauses 3.2, 3.3, 3.5, 4.3, 4.4, 6.1, and 6.2. These charges may be made during the Rental Period or within a reasonable time after the end of the Rental Period.

3.8 **Currency conversion**

If currency conversion is required for payment of amounts due to Us under the Rental Contract, We will apply the commercial exchange rate valid at the time We credit or debit Your Europcar Account.

3.9 **Overdue amounts**

If You fail to pay Us any amount due under the Rental Contract You **must** also:

- (a) 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; and
- (b) 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.

4 Infringement offences

4.1 Liability for infringement offences

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 bylaw 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.

4.2 If a notice of an infringement offence is received by Us

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. You have the right to:

- (a) challenge, complain about, query or object to the alleged offence to the issuing enforcement authority; and
- (b) 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.

4.3 If a reminder notice of an infringement offence is received by Us

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

4.4 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 4.1 You will also be charged that amount together with an administration fee.

5 Damage Cover and payment of the Damage Excess

5.1 Payment of the Damage Excess

- (a) If there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You **must** pay up to the Damage Excess shown in the Rental Agreement even if You have travel or rental vehicle excess insurance, unless Your Rental Contract is for Customer Own Insurance.
- (b) Subject to the Damage Cover exclusions in clause 6, Your Damage Excess liability is reduced if You purchase a Damage Cover Product.

5.2 Making Your own insurance arrangements

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.

5.3 Exemption from paying the Damage Excess

You will not have to pay the Damage Excess shown in the Rental Agreement for a claim for Damage or Third Party Loss if:

- (a) You have fully completed Our Incident Report Form with:
 - (i) the name, residential address, contact phone and licence number of any person involved (**Third Party**);
 - (ii) the registration numbers of all vehicles involved;
 - (iii) an accurate written and diagrammatic description of the Accident and location; and
 - (iv) the names of attending police officers and the stations at which they are based; and
- (b) You have supplied or We have established the name of the insurer of any Third Party You believe was at fault and We reasonably believe that the insurer will agree to pay Us for the Damage;
- (c) acting reasonably We agree that You were not at fault for an Accident involving a Third Party;
- (d) You are ordinarily a New Zealand resident; and
- (e) You hold a New Zealand drivers' licence.

5.4 When is the Damage Excess payable?

If the Damage Excess is payable under clause 5.1 and:

- (a) the Vehicle is damaged in an Accident in which no other vehicle is involved:
 - (i) acting reasonably We will make an estimate of the Damage;
 - (ii) We will forward a copy of that estimate and any supporting documents to You as soon as practicable; and
 - (iii) no sooner than five (5) business days after forwarding the estimate and any supporting documents We will debit Your Europcar Account for the lesser of the Damage estimate or the Damage Excess shown in Your Rental Agreement, unless You have authorised Us to debit Your Europcar Account for the Damage Excess at an earlier time;
- (b) the Vehicle is stolen and We reasonably believe the Vehicle will not be recovered We will debit Your Europcar Account for the Damage Excess shown in Your Rental Agreement; or
- (c) the Vehicle is damaged in an Accident in which there is also Third Party Loss:
 - (i) unless clause 5.3 applies, We will debit Your Europcar Account the estimated amount of Your total liability for the Accident up to but not exceeding the Damage Excess shown in Your Rental Agreement; and
 - (ii) We will forward a copy of the Damage estimate and any supporting documents and particulars of any claim for Third Party Loss to You as soon as practicable.

5.5 **Damage Excess refund entitlement**

We will refund the Damage Excess paid pursuant to clause 5.1 as soon as practicable:

- (a) 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;
- (b) in part, if the repair cost is less than the amount debited from Your Europcar Account pursuant to clause 5.4(a)(iii);
- (c) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess paid pursuant to clause 5.4(c); or
- (d) on a pro rata basis if We recover only a proportion of any amount We have claimed against a Third Party for Damage.

5.6 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.

6 **Exclusions to Damage Cover**

6.1 **Serious Breach**

You have **no** Damage Cover if there is a Serious Breach of the Rental Contract even if a Damage Cover Product has been purchased and the Damage Excess has been paid.

6.2 **Damage Cover exclusions**

- (a) Even if You purchase a Damage Cover Product and You pay the Damage Excess You have no Damage Cover, for:
 - (i) Damage or Third Party Loss caused by:
 - (A) use of the Vehicle in any area prohibited by the Rental Contract; or
 - (B) the Vehicle being driven by You or an Authorised Driver in a manner which, in Our reasonable opinion, posed a real danger to the lives or property of any other person and which contributed to or caused the Damage or Third Party Loss;
 - (ii) Overhead Damage;
 - (iii) Underbody Damage;
 - (iv) Damage, or Third Party Loss caused deliberately or recklessly by:
 - (A) You;
 - (B) a person who is not an Authorised Driver but is using the Vehicle with Your actual or implied consent; or
 - (C) any passenger of the Vehicle;
 - (v) Damage caused by total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to salt water, including that which occurs whilst the Vehicle is being transported;
 - (vi) Damage caused by use of the incorrect fuel type;
 - (vii) Damage that is caused to a Vehicle with a convertible roof by overfilling the luggage compartment above the recommended level, and then activating the convertible roof mechanism; or

- (viii) Damage or Third Party Loss caused or contributed to by You where You leave the scene of the Accident prior to the attendance of the police or reporting the Accident to the police.
 - (ix) any loss, damage or deterioration of any goods or property carried in a Commercial Vehicle and You agree to fully indemnify Us for any loss, damage or deterioration of those goods or property unless it arises as a result of Our negligence;
 - (x) the full cost of replacing or repairing any accessories supplied by Us including, but not limited to child restraints, GPS units, lost keys, keyless start and remote control devices, tool kits, spare tyres and first aid kits;
 - (xi) Damage caused by failing to:
 - (A) return the Vehicle for periodic inspection as required by clause 2.4(a);
 - (B) supply the odometer reading as required by clause 2.4(b); or
 - (C) return the Vehicle for servicing as required by clause 8.7(a);
 - (xii) Damage caused by:
 - (A) use of the incorrect cables to charge an electric Vehicle;
 - (B) jump starting or attempting to jump start an electric Vehicle; or
 - (C) using an electric Vehicle to jump start another vehicle;
 - (xiii) personal property owned by You or any passenger that is stolen from the Vehicle, lost or damaged during the Rental Period or left in the Vehicle after the Vehicle is returned to the Rental Station and could not be found when We inspected the Vehicle;
 - (xiv) loss or damage to Your property, the property of a member of Your immediate family or of an entity related to You, that arises from the use of the Vehicle; or
 - (xv) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.
- (b) Your entitlement to Damage Cover will be reduced to the extent We are prejudiced as a result of any delay in You complying with Your obligations under clause 13 of these Terms and Conditions.

7 Customer Own Insurance

7.1 Insurance cover

- (a) If You have a Commercial Agreement with Us that provides for Customer Own Insurance You **must** have and maintain a policy of comprehensive insurance (**Policy**) that provides cover for all Europcar Vehicles the subject of a Rental Agreement pursuant to that Commercial Agreement.
- (b) The Policy **must** provide:
 - (i) cover for You and any Authorised Driver for Damage to the Vehicle and the Vehicle's market value if it is stolen and not recovered or written off as a result of an Accident; and
 - (ii) indemnity to You and any Authorised Driver for any claim for Third party Loss arising from an Accident that occurs during the term of the Agreement.

7.2 Policy obligations

You must

- (a) supply Us with a copy of the Policy and a certificate of currency that shows Europcar as an interested party; and
- (b) ensure that during the currency of the Policy:
 - (i) the premium is paid;
 - (ii) You and any Authorised Driver comply with the terms and conditions of the Policy, including payment of any excess payable under the Policy; and
 - (iii) You notify Us immediately if the Policy lapses or is cancelled or any claim is rejected.

7.3 Indemnity

You acknowledge that during the term of the Agreement:

- (a) all Damage and Third Party Loss arising from the use of the Vehicle or from its theft during the Rental Period are Your responsibility and **must** be paid in full by You or Your insurer; and
- (b) You fully indemnify Us for:
 - (i) Damage and Third Party Loss arising from the use of the Vehicle or from its theft during the Rental Period; and
 - (ii) any demand, claim, including a claim for legal costs, action or proceeding made, commenced or issued by or against You or against Us arising therefrom.

8 Your responsibilities

8.1 Authorised Drivers

- (a) The Vehicle must only be driven by You. We may also approve additional Authorised Drivers and an extra charge will apply for each driver.
- (b) You are responsible for ensuring that all Authorised Drivers comply with the Rental Contract, including these Terms and Conditions.

8.2 Age and licence requirements

You must:

- (a) be no less than 21 years of age and a young driver surcharge applies for specific vehicles and drivers under the age of 25; and
- (b) hold a full, current and unrestricted driving licence for the Rental Period unless You have Our consent that:
 - (i) is valid and appropriate for the class of Vehicle You propose to hire and has not been revoked, suspended or disqualified in New Zealand or the country of issue;
 - (ii) shows Your current residential address; and
 - (iii) is written in English, or if not in English is accompanied by either:
 - (A) an accurate English translation issued by:
 - (I) a NZ Transport Agency authorised translation service;
 - (II) a diplomatic representative at a high commission, embassy or consulate;

- (III) the authority that issued Your overseas licence; or
- (IV) a Notary Public Office in China; or
- (B) a valid International Driving Permit, issued in accordance with a United Nations Convention on road traffic.

8.3 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 Rental Agreement You are authorising Us and consenting to Us using Driver Check to verify Your licence status and that of any Authorised Driver.

8.4 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 Rental is accurate, complete and up-to-date and is not false or misleading.
- (b) In entering into the Rental Contract 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:
 - (A) false name, age, address, occupation or driver's licence details; or
 - (B) eligibility to participate in Our corporate programs; or
 - (ii) acting in collusion with any other person to supply such false or misleading information,

is a Serious Breach of the Rental Contract.

8.5 Start of Rental

At the Start of Rental You **must**:

- (a) present Your driving licence and allow Us to inspect Your licence at any time during the Rental Period;
- (b) present Your passport if You have presented an international driving licence and You are not a New Zealand citizen; and
- (c) fully inspect the Vehicle at the Start of Rental to ensure that the condition of the Vehicle and any pre-existing damage is accurately noted and shown in the Rental Agreement. If there is any discrepancy You **must** notify Us prior to leaving the Rental Station.

8.6 During Your Rental

During the Rental Period You **must**:

- (a) comply with all mandatory 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;
- (b) comply with all 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;
- (c) return the Vehicle and any accessories supplied by Us including, but not limited to, child restraints and GPS units in the same condition as at the Start of Rental, subject to reasonable wear and tear;
- (d) 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 Rental Period;

- (e) ensure that a copy of the Rental Contract is kept in the Vehicle throughout the Rental Period; and
- (f) produce a copy of the Rental Contract without delay for inspection on demand by an enforcement officer.

8.7 Rental obligations

During the Rental Period You **must**:

- (a) take all reasonable care of the Vehicle:
 - (i) to prevent Damage, theft of the Vehicle and Third Party Loss;
 - (ii) to ensure that the Vehicle is not overloaded by the number of persons or by the weight of goods carried;
 - (iii) by using any security device fitted to or supplied with the Vehicle; and
 - (iv) by taking steps to protect the Vehicle against inclement weather or floods such as closing the sunroof or convertible roof to prevent the entry of rain or where practicable, by garaging the Vehicle to prevent Damage caused by hail or flooding;
- (b) keep the Vehicle locked and secure when not in use and the keys and any keyless start or remote control device under Your personal control at all times and You **must** be able to produce those keys and device in the event of a theft of the Vehicle;
- (c) maintain the Vehicle's engine and brake oils, engine coolant and battery levels and tyre pressures;
- (d) use the correct fuel type.
- (e) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station, including the requirement to supply the odometer reading at monthly intervals where the Rental Period exceeds 30 days; and
- (f) ensure a Commercial Vehicle is loaded so that:
 - (i) it does not exceed its applicable mass and dimension limits; and
 - (ii) the load is properly restrained so that it complies with load performance standards, including the official New Zealand Truck Loading Code (issued by the NZ Transport Agency).

8.8 Maintenance for longer term rentals

If the Rental Period exceeds 30 days:

- (a) You **must** return the Vehicle to the nearest Rental Station for it to be serviced or exchanged when:
 - (i) the next scheduled service is due, as noted on the sticker on the driver's side door;
 - (ii) a service indicator is illuminated on the dashboard; or
 - (iii) the Vehicle has travelled 10,000 kilometres since the Start of Rental or since it was last serviced,

whichever comes first;
- (b) We will pay for the service, parts, tyres and any other issues with the Vehicle providing that these issues were not caused by You or any Authorised Driver; and
- (c) if You fail to have the Vehicle serviced You will be liable for any Damage caused to the Vehicle.

8.9 Prohibited use of the Vehicle

You **must never**:

- (a) use the Vehicle when it is damaged or unsafe;
- (b) drive or operate the Vehicle whilst under the influence of alcohol or drugs or both to such an extent that You are incapable of having proper control of the Vehicle or whilst You have a blood alcohol content or level of drugs present in Your blood, urine or oral fluid that exceeds the limit permitted by law;
- (c) interfere with the Vehicle's engine, transmission, braking or suspension systems;
- (d) 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;
- (e) fail or refuse to undergo any breath or blood test or drug impairment assessment;
- (f) drive the Vehicle whilst Your driving licence is cancelled or suspended or subject to any restriction or condition;
- (g) commit:
 - (i) any wilful, deliberate or criminal act, including an act of driver abuse; or
 - (ii) an act of connivance with any person acting for You or on Your behalf, that causes Damage or Third Party Loss;
- (h) drive the Vehicle dangerously or recklessly;
- (i) use the Vehicle for off-roading, reliability trials, a race, rally or contest, speed testing, driving instruction, to propel or tow another vehicle, or in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle;
- (j) use the Vehicle for any illegal purpose;
- (k) use the Vehicle to carry:
 - (i) dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005;
 - (ii) any inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes; or
 - (iii) infectious, biohazardous or biomedical waste, unless specifically approved by Us;
- (l) use the Vehicle to carry or transport illegal drugs or substances;
- (m) sell, rent, sublet, or dispose of the Vehicle to any other person;
- (n) use the Vehicle for the transport of passengers, goods or property for hire, fare or reward unless the Vehicle is a Commercial Vehicle and You have Our prior written authority;
- (o) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999;
- (p) allow the Vehicle to be operated outside Your authority or by any person who is not an Authorised Driver;
- (q) 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;
- (r) 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;
- (s) operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or RUC certificate, whichever is the lesser for the Vehicle;
- (t) use a mobile phone:

- (i) to make or receive a phone call, perform any audio function or as a navigational device, unless the Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Vehicle and its use does not require manual operation of the phone; or
- (ii) to send a text message, video message, email or similar communication unless the Vehicle is parked;
- (u) leave the keys to the Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (v) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator; or
- (w) modify the Vehicle or make any alteration or addition to it and no roof racks or towbars are permitted unless fitted by Us and no decals, branding or logos may be fitted or applied to, or removed from, the Vehicle without Our express prior written permission.

8.10 Trailers

If a towbar has been fitted by Us the Vehicle may be used to tow a trailer subject to the following conditions:

- (a) the trailer towed **must** be in a roadworthy and safe mechanical condition;
- (b) You **must** ensure that at all times:
 - (i) the maximum loaded weight of the trailer does not exceed the towing capacity of the Vehicle;
 - (ii) the lights on the Vehicle and the trailer are fully operational; and
 - (iii) the trailer is correctly coupled to the Vehicle and the safety chains are correctly fitted.
- (c) You **must** secure any property, goods, stock or equipment carried in the trailer and use suitable tie down materials to ensure that under no circumstances will they fall from the trailer during transit.
- (d) There is no Damage Cover for the trailer or for goods or property carried in the trailer, whether owned by You or a Third Party, and You agree to fully indemnify Us for any claim for Third Party Loss arising from the use of a trailer that occurs during the Rental Period.

8.11 Carriage of animals

- (a) Accredited or trained assistance animals may be carried in the Vehicle at any time. Pets and other domestic animals may be carried but **must** be restrained in a secure pet container. Additional cleaning charges plus an administrative fee may apply.
- (b) The carriage of other live animals is not permitted unless We have given Our prior written permission and it is noted in the Rental Agreement. If permission is granted, special conditions may apply.

8.12 Smoking not permitted

You and any passengers **must** not smoke in the Vehicle. Additional cleaning charges plus an administrative fee will apply if there is a breach of this condition.

9 Electric and plug-in hybrid Vehicles

9.1 Charging levels

- (a) Electric Vehicles are supplied with a minimum 80% charge level and plug-in hybrid Vehicles are supplied with a full tank of fuel and a minimum 80% charge level.
- (b) When returning an electric Vehicle You **must** ensure that the Vehicle battery charge level is no less than 80% and if You return the Vehicle with a battery charge level of less than 80% You **must** pay the charging cost to bring it to that level, plus a service fee.

- (c) If the Vehicle is a plug-in hybrid, when returning the Vehicle You **must** ensure the Vehicle battery charge level is no less than 80% and the fuel tank is full in accordance with clause 3.5. If You return the Vehicle with a battery charge level of less than 80% You **must** pay the charging cost to bring it to that level, plus a service fee and if the Vehicle is returned without a full tank of fuel a refuelling charge will apply.
- (d) The battery charging limit on an electric Vehicle should be set in accordance with the Vehicle manufacturer's instructions to avoid degradation and damage to the battery.
- (e) The performance of the battery depends on the conditions under which it is operated, including the use of in-car features such as air conditioning. You **must** continually monitor the available range of an electric Vehicle and We are not liable or responsible for any shortfall of the battery capacity or range.
- (f) You **must** ensure there is sufficient charge level to complete Your journey because there is no cover for the recovery of an electric Vehicle with a flat battery and You are liable for all towing and recovery fees which will be charged to Your Europcar Account.

9.2 Charging an electric Vehicle

- (a) An electric Vehicle **must** only be charged using the cables We supply and in strict compliance with the Vehicle manufacturer's instructions. If You use any other cable, You will be responsible for any Damage that may arise.
- (b) If You are provided with an additional charging socket that runs to a domestic socket, You **must** ensure the electrical installation you are using complies with any relevant standards in force and any requirements of the Vehicle manufacturer, otherwise You will be liable for any Damage caused.
- (c) You **must never** attempt to jump start an electric Vehicle with a flat battery and You **must never** use an electric Vehicle to jump start another vehicle.

9.3 Electric Vehicle fees

- (a) Daily rental rates do not include the cost of electricity required to charge an electric Vehicle and You acknowledge that you are responsible for payment of all charging costs which will be billed to Your Europcar account.
- (b) You **must** return the charging cables at the End of Rental and if they are not returned or are damaged You will be charged the replacement costs as there is no Damage Cover for lost or damaged charging cables.
- (c) If the electric Vehicle is supplied with a key card, You **must** ensure that it is kept safely in Your possession at all times and it **must** be returned at the End of Rental. If the key card is lost or damaged, You will be charged the replacement cost as there is no Damage Cover for lost or damaged key cards.

10 Prohibited areas of use

10.1 Prohibited access conditions enforced

Parts of New Zealand are not suitable for access by rental vehicles. To prevent Damage to the Vehicle and for Your own personal safety We strictly enforce conditions that restrict Your use of the Vehicle.

10.2 General prohibited areas

Unless We have given Our prior written consent, You **must never** take the Vehicle:

- (a) on an Unsealed Road unless:
 - (i) the Unsealed Road is a properly formed road that is graded and well maintained and the state or condition of the road will not make the use of the Vehicle unsafe;

- (ii) the distance travelled is less than 500 metres;
 - (iii) the Vehicle is driven at a safe speed not exceeding 40 kilometres per hour unless a lower speed restriction applies; and
 - (iv) the sole purpose is to access accommodation, official camping areas or recognised tourist attractions or destinations;
- (b) within a Snow Area unless Snow Cover has been purchased;
 - (c) Off Road;
 - (d) between the North and South Islands in either direction;
 - (e) onto any island that is off mainland New Zealand;
 - (f) onto any beach or area exposed to salt water;
 - (g) through any river, stream, creek, river bed or tidal crossing;
 - (h) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Vehicle unsafe;
 - (i) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed; or
 - (j) onto any road where We have notified You that the use of the Vehicle is prohibited.

10.3 Specific prohibited areas

You **must never** take the Vehicle:

- (a) on the following roads:
 - (i) Ball Hutt (Mt Cook);
 - (ii) Skippers (Queenstown);
 - (iii) to Macetown (Arrowtown); or
 - (iv) 90 Mile Beach (Northland); or
- (b) on the Coromandel Peninsula:
 - (i) all roads north of Colville; or
 - (ii) the Tapu to Coroglen road (all parts east of Rapaura Gardens).

10.4 Unsealed Road exception for some SUV's

If the Vehicle is an SUV of class CFAR and above, notwithstanding clause 10.2(a)(ii), the Vehicle may be taken on an Unsealed Road for a distance greater than 500 metres provided that You strictly observe each of the remaining conditions in clause 10.2(a).

11 Our Responsibilities

11.1 Acceptable quality

When You make a reservation with Us We will provide a Vehicle that is in a safe and roadworthy condition displaying a valid and current Certificate of Fitness.

11.2 Breakdowns

If the Vehicle breaks down during the Rental Period because of Our negligence We will recover and repair the Vehicle as soon as possible. If the Vehicle cannot be repaired We will use Our best endeavours to provide a replacement Vehicle of an equivalent size and standard to the previous Vehicle for the remainder of the Rental Period.

11.3 Post rental inspection

If it is not possible to conduct an inspection of the Vehicle with You at the end of the Rental Period We will use Our best endeavours to confirm the condition of the Vehicle with You within four (4) working hours of the post rental inspection.

11.4 Consequential loss

Subject to the provisions of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 We are only responsible for any direct loss You suffer as a result of Our breach of the Rental Contract. Unless We have breached the specific requirements of these Acts We are not responsible for:

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

12 Roadside Assistance, breakdown and repair

12.1 Roadside assistance

- (a) Roadside assistance is provided for inherent mechanical faults in the Vehicle but fees and charges apply for all other faults or driver induced errors. Generally, these fees and charges range from \$100 plus GST to \$1,000 plus GST and apply to faults and driver induced errors such as:
 - (i) a flat battery in a petrol or diesel powered Vehicle;
 - (ii) lost keys, a keyless start or remote control device;
 - (iii) the keys, keyless start or remote control device have been locked in the Vehicle; and
 - (iv) a flat tyre that requires a wheel change, tyre repair or replacement.
- (b) An administrative fee applies if We are requested to rectify any of the faults listed in clause 12.1(a).

12.2 Additional Roadside Assistance Cover

- (a) Roadside Assistance Cover may be purchased to provide cover for:
 - (i) refuelling the Vehicle when You have run out of fuel with up to 6 litres of fuel;
 - (ii) unlocking the Vehicle when the keys, keyless start or remote control device have been locked in the Vehicle;
 - (iii) changing a wheel as the result of a flat tyre; and
 - (iv) starting a petrol or diesel powered Vehicle if the battery is flat because You have left the headlights or interior lights on or the air-conditioning, entertainment system or other electrical equipment operating when the engine is not running.
- (b) Roadside Assistance Cover does not apply and there is no cover:

- (i) for the cost of a replacement key, keyless start or remote control device that has been lost; or
- (ii) if there has been a Serious Breach of the Rental Contract.

12.3 Notification of Vehicle fault

- (a) If:
 - (i) a dashboard warning light or fault message appears;
 - (ii) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
 - (iii) the Vehicle develops any fault during the Rental Period,

You **must** inform Us immediately via the contact details in the Vehicle and in the Rental Agreement and You **must not** use the Vehicle unless We have authorised You to do so.
- (b) If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.

12.4 Unauthorised repairs

You **must not** let anyone work on the Vehicle or arrange or undertake any repairs to the Vehicle or towing or salvage of it unless We have given You Our prior authority.

12.5 Authorised repairs

You **must** keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Serious Breach of the Rental Contract.

13 Accidents and Accident reporting

13.1 Reporting an Accident or theft to Us

- (a) You **must** report any Accident or theft of the Vehicle to Us as soon as reasonably practicable but in no case more than 24 hours of it occurring.
- (b) You **must** also fully complete an Incident Report Form which should include as much information as is reasonably practical, including:
 - (i) the information listed in clause 13.3 regarding the contact details of the other driver and witnesses and an accurate written and diagrammatic description of the Accident and its location; and
 - (ii) the circumstances under which the Accident or theft occurred.
- (c) The Incident Report Form **must** be submitted to Us
 - (i) within seven (7) days of an Accident, 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 the theft of the Vehicle is reported to the police.

13.2 Reporting an Accident or theft to the police

If You or an Authorised Driver have an Accident in which:

- (a) a person is injured;
- (b) the other party failed to stop or exchange details;
- (c) the Vehicle or any other vehicle is towed; or

- (d) a driver appears to be under the influence of intoxicating liquor or drugs, a report **must** also be made to the police immediately.

13.3 **Steps You must take following an Accident**

If the Vehicle is involved in an Accident 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 all vehicles before they are moved;
 - (ii) Damage to the Vehicle;
 - (iii) damage to any Third Party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
- (g) obtain the names, addresses, phone numbers and email addresses of all persons involved, including witnesses; and
- (h) notify Roadside Assistance if the Vehicle has been involved in a serious Accident.

13.4 **Subsequent assistance**

Subsequent to the Accident of theft 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 Accident or theft claim and supply such further information as We or Our investigator may reasonably request within seven (7) days of receipt of such a request;
- (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 Accident, including attending:
 - (i) Our lawyer's office; and
 - (ii) any Court hearing; and
- (d) allow Us to claim in Your name under any applicable substitute vehicle insurance, and do everything that may be required to assist Us in making such a claim.

13.5 **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 Accident, theft of attempted theft.

13.6 **Consequences of delayed co-operation**

Not only is a failure to comply with Your obligations under this clause 13 a Serious Breach, if there is any delay in complying with any of Your obligations under this clause, including:

- (a) the reporting obligations in clauses 13.1 and 13.2; and
- (b) the obligations in clause 13.4 to forward third party correspondence and court documents to Us and to co-operate with Us in the investigation of any Accident or theft claim and the prosecution or defence of any legal proceedings,

Your entitlement to Damage Cover will be reduced according to the extent We are prejudiced as a direct result of that delay.

13.7 **Replacement of the Vehicle following a major Accident or Serious Breach**

Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or there has been major Damage or You have committed a Serious Breach of the Rental Contract.

14 **End of the Rental Period**

14.1 **End of the Rental Period obligations**

At the end of the Rental Period, in addition to Your obligations under clause 3.3, You **must** return the Vehicle to Us:

- (a) to the Rental Station;
- (b) in the same condition it was in at the Start of Rental, subject to reasonable wear and tear; and
- (c) at the date and time set in the Rental Agreement.

14.2 **Grace period**

We allow a grace period of 30 minutes for the return of the Vehicle but if it is returned to Us more than 30 minutes after the time set for its return in the Rental Agreement You will be charged one full day's extra rental.

14.3 **Late return**

If the Rental Contract has not been extended by Us and the Vehicle is returned to Us more than 24 hours after the time set for its return in the Rental Agreement:

- (a) the rates shown in the Rental Agreement will not apply and You **must** pay a full day's rental at the standard rate for each subsequent 24 hour period or part thereof until the Vehicle is returned to Us; and
- (b) there is no Damage Cover so that You are liable for Damage and Third Party Loss and any repossession charges or costs We incur in this default period.

14.4 **Failing to return the Vehicle to the correct Rental Station**

If You return the Vehicle to a rental station other than that shown in the Rental Agreement, or when the Rental Station is closed, or any place other than a Europcar Rental Station:

- (a) a one way fee may apply; and
- (b) You are liable for and **must** pay:
 - (i) for Damage and Third party Loss; and
 - (ii) the Rental Charges,

until the post rental inspection has been conducted in accordance with clause 11.3.

14.5 **Deleting Personal Information and data**

- (a) If You have signed into any application within the Vehicle's infotainment system, such as Apple Car Play or Google Play, or added Your mobile phone number for Bluetooth access, it is Your responsibility to sign out of that system at the end of the Rental Period and to delete any Personal Information or data, including stored addresses,

navigation history and mobile phone numbers, that may have been used during the Rental Period.

- (b) If You have added the Vehicle to the Vehicle manufacturer's app on Your mobile phone or other device so that You can remotely lock and unlock the Vehicle, check its location and access other functions, at the end of the Rental Period You **must** remove or delete the Vehicle from that app.
- (c) We are not responsible for removing any Personal Information, data or mobile phone numbers or for any future use of Your account where You have failed to sign out of an application or remove or delete Personal Information, data or mobile phone numbers.

14.6 Security deposit

- (a) If a security deposit has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:
 - (i) all amounts due to Us under the Rental Contract have been paid;
 - (ii) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
 - (iii) there is no Damage or Third Party Loss;
 - (iv) the interior and exterior are clean;
 - (v) the Vehicle has a full tank of fuel; and
 - (vi) there has not been a Serious Breach of the Rental Contract.
- (b) If at the end of the Rental Period You fail to pay any Rental Charges for which You are responsible, We will apply the security deposit against those outstanding amounts.

15 Serious Breach and termination of the Rental Contract

15.1 Serious Breach

You and any Authorised Driver commit a Serious Breach of the Rental Contract if:

- (a) the Vehicle is driven in any area prohibited by these Terms and Conditions or there is a breach of any of clauses:
 - (i) 2.4(a) or 2.4(b) (longer term rental inspection and Vehicle condition requirements);
 - (ii) 8.1 (Authorised Drivers);
 - (iii) 8.2 (age and licence requirements);
 - (iv) 8.3 (false and misleading information);
 - (v) 8.6 (rental obligations);
 - (vi) 8.7 (maintenance);
 - (vii) 8.8 (prohibited use);
 - (viii) 8.9 (trailers);
 - (ix) 9.2(a), or 9.2(c) (not using supplied cables or jump starting an electric Vehicle);
 - (x) 10.2, or 10.3 (prohibited areas);
 - (xi) 12.3 (notification of Vehicle fault); or

(xii) 12.4 (unauthorised repairs)

that causes Damage, theft of the Vehicle or Third Party Loss;

- (b) there is a breach of clause 13 (Accident reporting) that prevents Us from properly investigating, making or defending a claim arising from an Accident or theft; 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.

15.2 **Payments due and termination**

If there is a Serious Breach of the Rental Contract, a reckless breach of road or traffic legislation or the Vehicle is driven by You in a manner that is likely to pose a real danger to You or the lives of any other person:

- (a) You **must** pay for:
 - (i) Damage caused, including Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
 - (ii) loss or replacement of the Vehicle as a result of theft;
 - (iii) Third Party Loss;
 - (iv) storage, repossession and recovery fees;
 - (v) fees for the release of the Vehicle from compounds;
 - (vi) recovery costs and fees payable for the release of the Vehicle if it has been impounded by a responsible authority;
 - (vii) roadside assistance;
 - (viii) administrative and legal costs of recovery; and
 - (ix) the Rental Charges; and
- (b) acting reasonably, We may terminate the Rental Contract and recover and take possession of the Vehicle.

15.3 **Our rights on termination**

If the Rental Contract is terminated:

- (a) it will not affect Our right to receive any money We are owed under the Rental Contract; and
- (b) You give Us permission to access and enter Your premises to repossess the Vehicle without using unreasonable force or causing damage.

15.4 **Termination when there is a Commercial Agreement or Europcar charge account**

We may terminate the Rental Contract and recover and take possession of the Vehicle if:

- (a) any amount payable pursuant to a Commercial Agreement is overdue and remains unpaid for the default period specified in that agreement; or
- (b) there is a default in relation to Rental Charges due and payable under Your Europcar Account.

16 **Applicable law**

16.1 **New Zealand law**

New Zealand law governs the Rental Contract.

16.2 **Applicable consumer laws**

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 Rental Contract

excludes, restricts or modifies any implied terms, guarantees or rights You may have under those Acts or any other consumer legislation.

17 Dispute Resolution

17.1 Errors and complaints

If You believe there has been an error in Your account or if You have any complaint, Our staff at the Rental Station will help You in every way they can to rectify the error or resolve the complaint.

17.2 Internal disputes process

- (a) If Our staff are unable to assist You or if Your concerns are not resolved to Your satisfaction You may refer the matter to Our internal dispute resolution (**IDR**) process.
- (b) Upon receipt of Your referral to IDR Our IDR officer will acknowledge receipt of Your referral and will investigate the matter and try to reach a satisfactory outcome.
- (c) We will advise You of the final outcome of Your IDR referral within 45 days of receipt of that referral and We will use Our best endeavours to do so within 21 days thereof.
- (d) Referrals to Our IDR process can be to any of the following:

Post: Customer Relations Manager,
Europcar New Zealand,
PO Box 1139, Tullamarine, Vic 3043 Australia

Phone: 0800 866 327

Email: customer.relations@europcar.com.au

18 Privacy Policy and GPS Tracking

18.1 Personal information

- (a) The Privacy Policy forms part of the Rental Contract.
- (b) By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
- (c) You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy.

18.2 GPS Tracking

- (a) To maintain and protect the Vehicle We may fit a GPS 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. This information may be used both during and after the Rental Period.
- (b) When You sign the Rental Agreement You are authorising Us and consenting to the use of the GPS Tracking Device.

19 General

19.1 Amending the Terms and Condition

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

19.2 Commercial Agreements

- (a) If You have a Commercial Agreement with Us these Terms and Conditions **must** be read in conjunction with Your signed Agreement.
- (b) In the event of any inconsistencies or ambiguity between the terms of Your Commercial Agreement and these Terms and Conditions, the terms of Your Commercial Agreement will prevail.

19.3 Privilege Loyalty Program

- (a) If You are a Privilege Loyalty Program member these Terms and Conditions **must** be read in conjunction with the Privilege Loyalty Program Specific Terms.
- (b) In the event of any inconsistencies or ambiguity between the terms of Your Privilege Loyalty Program and these Terms and Conditions, these Terms and Conditions will prevail.

20 Definitions and interpretation

20.1 Definitions

In these Terms and Conditions:

Accident means an unintentional and unforeseen event, mishap or incident that results in Damage to the Vehicle or Third Party Loss.

Administration Fee means the fee charged by Us for the administrative costs associated with Your rental.

Authorised Driver means any additional driver who is:

- (a) Your spouse or domestic partner; or
- (b) Your employer, employee, fellow employee or partner if it is disclosed to Us that the Vehicle is rented for business purposes,

who is approved and recorded by Us, either on the Rental Agreement or by prior written agreement. An extra charge may apply for each additional Authorised Driver.

Claims Administration Fee means the fee charged for handling Your claim and for making arrangements for repairs, towing and other administrative tasks associated with Damage or Third Party Loss. The fee ranges from \$50 for a single vehicle accident to \$200 where there is also Third Party Loss.

Commercial Agreement means an agreement between You and Us for the rental of Vehicles for business purposes, including for use by Your employees, contractors and customers approved by Us which is subject to specific terms.

Commercial Vehicle means a Vehicle that is a van, utility, truck or bus that is constructed and used for the carriage of goods or property or for the transport of more than 12 persons including the driver.

Customer Own Insurance means that You have a Commercial Agreement with Us under which Your Rental Contract provides no insurance or Damage Cover for Damage or Third Party Loss arising from the use of the Vehicle.

Damage means:

- (a) any loss or damage to the Vehicle, however caused, that
 - (i) is reported to Us, detected at the post rental inspection or at the Final Inspection;
 - (ii) requires repair or replacement; and
 - (iii) is not reasonable wear and tear;

- (b) towing , recovery and salvage fees;
- (c) assessing fees; and
- (d) Loss of Use,

and for the removal of doubt, damage to the Vehicle's windscreen, lights, wheels or tyres that makes the Vehicle unroadworthy is not reasonable wear and tear.

Damage Cover Product means a product You may purchase at the Start of Rental at extra cost to reduce Your Damage Excess liability.

Damage Excess (formerly the Damage Liability Fee (DLF)) means the amount shown in the Rental Agreement You **must** pay Us in the event of Damage, theft of the Vehicle or Third Party Loss, subject to these Terms and Conditions. The amount payable includes the Claims Administration Fee.

Debit Card means Debit MasterCard or Visa Debit Card.

Europcar means BVJV Limited (Company Number 1171885) trading as Europcar New Zealand or where applicable an independent Europcar franchisee or affiliate.

Final Inspection means the inspection carried out after We have taken possession of and fully examined and cleaned the Vehicle and includes any subsequent inspection by Our repairers and loss assessors which uncovers additional Damage.

Incident Report Form means the document You **must** complete if there is a claim for Damage to the Vehicle or its theft and includes the particulars of the claim as required by clause 13.

Loss of Use means the fee calculated at the daily rate shown in the Rental Agreement being Our loss because the Vehicle needs repair and We are waiting for the repairs to be completed or it is a write-off or has been stolen and We are waiting for it to be replaced.

Off Road means any area that is not a legally designated road nor a sealed road nor an 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:

- (a) Damage at or above the level of the top of the front windscreen of the Vehicle;
- (b) Damage to any part of the pantech or box section of a Commercial Vehicle; or
- (c) Third Party Loss,

caused by:

- (i) 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;
- (ii) use of a Commercial Vehicle so that its height exceeds that permitted by law, by-law, regulation or advisory sign in the area of use;
- (iii) objects being placed on the roof of the Vehicle; or
- (iv) You or any person standing or sitting on the roof of the Vehicle.

Personal Information has the same meaning as in the *Privacy Act 2020*.

Premium Location Surcharge (PLS) means the extra amount payable when a Vehicle is hired from a Rental Station located at an airport or some city or suburban locations. The rate is shown in the Rental Agreement and is subject to GST.

Privacy Policy means Our Privacy Policy available at www.europcar.co.nz

Rental Charges means all rental and associated charges plus GST or other taxes and levies required by law all shown in the Rental Agreement and including:

- (a) the rental fees for use of the Vehicle during the Rental Period;
- (b) any extra kilometre charges;
- (c) Premium Location Surcharge;

- (d) administration fees;
- (e) young driver surcharge;
- (f) additional Authorised Driver charges;
- (g) Vehicle Registration Recovery Fee;
- (h) refuelling charges;
- (i) Snow Cover;
- (j) Roadside Assistance Cover;
- (k) Damage Cover Products; and
- (l) Debit Card and credit card surcharge fees.

Rental Station means the branch or rental location from which You hired the Vehicle.

Rental Period means the period shown in the Rental Agreement or as extended by Us.

Roadside Assistance Cover means the additional cover that may be purchased and provides the benefits listed in clause 12.2.

Security Deposit means the amount shown on the Rental Agreement We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental.

Serious Breach has the meaning described in clause 15.1.

Snow Cover means the additional cover that allows some classes of Vehicle to be driven within a Snow Area.

Snow Area means any area where snow or ice has formed on the ground or any area where it is indicated, recommended or required that snow chains are to be fitted to the Vehicle.

Start of Rental means the date and time that the rental commences at the Rental Station shown in the Rental Agreement.

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

Underbody Damage means any damage to the Vehicle including the drive train, chassis, electric Vehicle batteries, steering, suspension, brakes, exhaust, floor pan and fuel systems that is caused by or directly results 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.

Unsealed Road means a legally designated public road that has been formed and constructed but is not sealed with a hard material such as tar, bitumen or concrete.

Vehicle means the vehicle described in the Rental Agreement and includes its parts, components, electric Vehicle batteries, accessories, keys, keyless start or remote control device, audio equipment, GPS Tracking Device, child restraints, tools, spare tyre and first aid kit or any vehicle substituted by Us pursuant to the Rental Contract.

Vehicle Registration Recovery Fee (VRRF) means the daily amount payable to Us to recover Our costs of registering and licensing the Vehicle as a rental vehicle.

We, Us, Our means Europcar or one of its franchisees or affiliates as shown in the Rental Agreement.

You, Your means the person, body corporate, partnership, trust, government department or agency, sole trader or other business or entity renting the Vehicle and any Authorised Driver shown in the Rental Agreement.

Your Europcar Account means Your credit card, Europcar charge account or Debit Card nominated at the Start of Rental for the debiting of charges under the Rental Contract.

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