

***Europcar***

moving your way

# Terms and Conditions of Rental New Zealand

Effective 1 November 2016

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## 1 Your Rental Contract

- 1.1 This Contract (**Rental Contract**) You have entered into with Europcar comprises the rental document for the hire of the Vehicle (**Rental Agreement**) and these terms and conditions of rental (**Terms and Conditions**). When We refer to the Rental Contract We mean both the Rental Agreement and the Terms and Conditions.
- 1.2 The date of the Rental Contract is the date that is shown in the Rental Agreement.
- 1.3 Please read the Rental Contract carefully. If there is anything that You 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 are bound by it.
- 1.4 There are words and phrases used in the Rental Contract that have a particular meaning that You need to be familiar with.

**Accident** means an unintended and unforeseen collision between the Vehicle and any other object, including another vehicle that results in Damage or Third Party Loss.

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

**Authorised Driver** means any driver approved and recorded by Us, either on the Rental Agreement or by prior written agreement.

**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 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 Corporate Services Agreement with Us under which Your Rental Contract provides no 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 requires repair or replacement, subject to reasonable wear and tear;

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

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

**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 at the end of the Rental Period.

**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.

**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.

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

**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.

**Serious Breach** means a breach of any of clauses 6.3, 8.2, 8.3, 8.5, 8.7, or 8.10 that causes Damage, theft of the Vehicle or Third Party Loss.

**Snow Cover** means the additional cover that allows the 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, 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.

**Unsealed Road Cover** means the additional cover that allows some classes of Vehicle to be used on an Unsealed Road that is graded and maintained by a local or government body, authority or council but it never allows the use of the Vehicle Off Road.

**Vehicle** means the vehicle described in the Rental Agreement and includes its parts, components, accessories, keys, keyless start or remote control device audio equipment and tools 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, firm, company or organisation renting the Vehicle or 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.

## 2 Rental Period

- 2.1 Your rental of the Vehicle from Us is for the Rental Period and at the rate shown in the Rental Agreement.
- 2.2 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 earlier than the date shown in the Rental Agreement the daily rate payable will be adjusted to reflect the daily rates that apply for shorter rentals.
- 2.3 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 2 hours prior to the expiration of the Rental Period.
- 2.4 If We have agreed to an extension of the Rental Period and Your extended Rental Period is longer than 30 days, 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.
- 2.5 If You fail to notify Us at least 2 hours before the expiration of the Rental Period that You require an extension We may:
- (a) terminate the Rental Contract; and
  - (b) 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.
- 2.6 A 'No Show' fee may apply if You fail to notify Us of Your intended cancellation prior to the date and time of the commencement of Your reservation.

## 3 Costs, charges & payment

- 3.1 At the Start of Rental You must provide Your credit card or Debit Card which We may pre-authorise to pay Your total estimated Rental Charges plus a deposit, as security. Payment by Debit Card is not acceptable on all Vehicles or at all Rental Stations and You should check with the Rental Station that Your proposed means of payment is acceptable to Us before signing the Rental Contract.
- 3.2 When collecting and returning the Vehicle the primary cardholder **must** be present.
- 3.3 At the end of the Rental Period You **must** pay Us:
- (a) the Rental Charges;
  - (b) all reasonable costs to return the Vehicle to the same condition it was in at the Start of Rental including but not limited to extra cleaning and subject to reasonable wear and tear; and
  - (c) any amounts payable under clauses:
    - (i) 4.1 (infringements);
    - (ii) 5.1 (Damage Liability Fee); and
    - (iii) 6.1 to 6.4 (inclusive) (exclusions to Damage Cover).
- 3.4 If You extend the Rental Period from that shown in the Rental Agreement 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.
- 3.5 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.
- 3.6 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. If a refund is due to You it will be credited to Your Europcar Account. If any amount is due to Us You authorise Us to charge Your Europcar Account with that amount, including an amount up to the DLF and any amounts payable under clauses 4.1, 6.1 to 6.4 (inclusive). These charges may be made at any time during or after the end of the Rental Period.
- 3.7 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.
- 3.8 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 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 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 of Camping Act 2011 involving the use of the Vehicle,

whether You were driving the Vehicle or not.

4.2 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 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 We may also 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. 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 Liability Fee (DLF)

5.1 If there is Damage, theft of the Vehicle or Third Party Loss for each separate claim You **must** pay up to the DLF shown in the Rental Agreement unless Your Rental Contract is for Customer Own Insurance.

5.2 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 Subject to clause 6, Your DLF liability is reduced if You have purchased a Damage Cover Product.

5.4 You will not have to pay the DLF shown in the Rental Agreement for a claim if acting reasonably We agree that You were not at fault and:

- (a) You are ordinarily a New Zealand resident;
- (b) You hold a New Zealand drivers licence;
- (c) 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
- (d) 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.

5.5 If the DLF is payable under clause 5.1:

- (a) upon inspection of the Vehicle We may make a reasonable estimate of Damage and debit Your Europcar Account that estimated amount up to but not exceeding the DLF shown in Your Rental Agreement; and
- (b) once Damage has been assessed We will:

- (i) debit Your Europcar Account with the difference up to a total amount not exceeding the DLF shown in Your Rental Agreement if the assessed amount is greater than the estimate; or
- (ii) credit Your Europcar Account with the difference if the assessed amount is less than the estimate,

and forward to You a tax invoice for the assessed amount;

- (c) if We receive notification of Third Party Loss We will make a reasonable estimate of Your liability for that loss and:

- (i) debit Your Europcar Account for the amount of that estimate; or
- (ii) if an amount has already been debited under subclauses (a) or (b), debit Your Europcar Account for the additional amount of that estimate,

up to but not exceeding the DLF shown in the Rental Agreement.

5.6 We will refund:

- (a) the DLF paid pursuant to clause 5.5:
  - (i) in full if We recover the Damage from a responsible third party or their insurer or successfully reject or defend a claim for Third Party Loss; or
  - (ii) on a pro rata basis if We recover only a proportion of any amount claimed for Damage; or
- (b) any surplus amount if a claim for Third Party Loss is rejected or defended for an amount less than the DLF paid pursuant to clause 5.5(c).

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

6.2 You have **no cover** for Damage to the Vehicle's windscreen, headlights, wheels or tyres unless You have purchased Go Zen.

6.3 Even if You purchase a Damage Cover Product and You pay the DLF You have **no cover** for:

- (a) Damage or Third Party Loss:

- (i) caused by the use of the Vehicle in any area prohibited by the Rental Contract; or
- (ii) caused by You driving the Vehicle 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;

- (b) Overhead Damage;

- (c) Damage, Underbody Damage or Third Party Loss caused deliberately or recklessly by:

- (i) You;
- (ii) a person who is not an Authorised Driver but is using the Vehicle with Your actual or implied consent; or
- (iii) any passenger of the Vehicle;

- (d) 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;

- (e) Damage caused by use of the incorrect fuel type;

- (f) 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

- (g) 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;

6.4 There is also **no cover** for:

- (a) 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;
- (b) 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;
- (c) 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
- (d) Damage, theft of the Vehicle or Third Party Loss if Your Rental Contract is for Customer Own Insurance.



## 7 Customer Own Insurance

If You have a Corporate Services Agreement with Us that provides for Customer Own Insurance and if Your Rental Agreement records that Your Rental Contract is for Customer Own Insurance:

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

## 8 Your responsibilities

8.1 In this section, We set out the responsibilities You have to Us when You hire one of Our Vehicles.

8.2 The Vehicle **must** only be driven by You. We may also approve additional Authorised Drivers and an extra charge will apply for each driver.

8.3 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, unrestricted driving licence for the Rental Period valid and appropriate for the class of Vehicle that shows Your current residential address and which is written in English or an international licence translated into English.

8.4 You **must** also:

- (a) allow Us to inspect Your licence at any time during the Rental Period; and
- (b) 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;

8.5 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 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;

- (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, brake oil, engine coolant and battery water levels and tyre pressures; and
- (d) use the correct fuel type.

8.6 During the Rental Period You **must** also:

- (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 the restraint has been fitted correctly according to the 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) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station; and
- (e) 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;
- (f) ensure that a copy of the Rental Contract is kept in the Vehicle throughout the Rental Period; and
- (g) produce a copy of the Rental Contract without delay for inspection on demand by an enforcement officer.

- 8.7 **You must never:**
- (a) use the Vehicle when it is damaged or unsafe;
  - (b) drive or operate the Vehicle:
    - (i) 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
    - (ii) whilst You have a blood alcohol content or level of drugs present in Your blood 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 and 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 subject to any restriction or condition;
  - (g) commit:
    - (i) any wilful, deliberate or criminal act, including an act of driver abuse;
    - (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, in violation of any legislation, order or regulation affecting the use, loading or condition of the Vehicle, or for any illegal purpose;
  - (j) use the Vehicle to carry dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005;
  - (k) sell, rent, sublet, dispose of, or hire the Vehicle to any other person;
  - (l) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999.
  - (m) allow the Vehicle to be operated outside Your authority or by any person who is not an Authorised Driver;

- (n) operate the Vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Transport Act 1962, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic or the Freedom of Camping Act 2011;
- (o) use or allow the Vehicle to be used for the transport of passengers for hire, fare or reward or rideshare purposes unless You have Our prior written authority for use of the Vehicle in a passenger service licensed under Part 4A of the Land Transport Act 1998; or
- (p) 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.

8.8 **You must not:**

- (a) use a mobile phone to make a phone call or a GPS unit whilst the Vehicle is in motion or stationary but not parked unless the body of the phone or GPS unit is affixed to the Vehicle;
- (b) use a mobile phone to send a text message, video message, email or similar communication unless the Vehicle is parked;
- (c) 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;
- (d) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (e) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us; or
- (f) use the Vehicle for transporting any animals, unless specifically approved by Us and additional cleaning charges may apply.

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

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

- (a) on any Unsealed Road **unless**:
  - (i) it is a well maintained road of no more than 500 metres in length, for the sole purpose of accessing accommodation or official camping areas and Your speed is not more than 40 kilometres per hour; or



- (ii) Unsealed Road Cover has been purchased;
- (b) within a Snow Area unless Snow Cover has been purchased;
- (c) Off Road;
- (d) between the North and South Islands in either direction or onto any island that is off mainland New Zealand;
- (e) through any river, stream, creek or tidal crossing;
- (f) 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;
- (g) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (h) onto any road where We have notified You that the use of the Vehicle is prohibited;
- (i) on the following roads:
  - (i) Ball Hutt (Mt Cook);
  - (ii) Skippers (Queenstown);
  - (iii) To Macetown (Arrowtown); or
  - (iv) 90 Mile Beach (Northland);
- (j) on all roads north of Colville on the Coromandel Peninsula, the Tapu to Coroglen road (all parts east of Rapaura Gardens), the 309 road from Coromandel to Kairarama and the Blackjack Road from Kuaatuna and Opito; or
- (k) on the following highways on the South Island between the hours of 2200 and 0600 (local time) from 1 April until 31 October:
  - (i) State Highways 6 and 8 between Twizel and Queenstown;
  - (ii) the Milford Road between Te Anau and Milford Sound;
  - (iii) State Highway 6 between Franz Joseph and Wanaka; or
  - (iv) Arthur's Pass.

## 9 Our responsibilities

- 9.1 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.
- 9.2 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.

- 9.3 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 4 working hours of the Final Inspection.

- 9.4 Subject to the provisions of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 We are only responsible for any direct loss that 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 missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity, indirect or consequential loss.

## 10 Roadside Assistance, breakdown, accident & repair

- 10.1 Free 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 \$45 plus GST to \$600 plus GST and apply to faults and driver induced errors such as:

- (a) a flat battery;
- (b) lost keys, a keyless start or remote control device;
- (c) unlocking the Vehicle when the key, keyless start or remote control device have been locked in it; and
- (d) changing a wheel as the result of a flat tyre.

- 10.2 Roadside Assistance Cover may be purchased to provide cover for:

- (a) refuelling the Vehicle when You have run out of fuel with up to 6 litres of fuel;
- (b) unlocking the Vehicle when the keys, keyless start or remote control device have been locked in the Vehicle;
- (c) changing a wheel as the result of a flat tyre; and
- (d) starting the 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.

- 10.3 Roadside Assistance Cover does not apply and there is **no** cover:

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

- 10.4 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.
- 10.5 If:
- (a) a warning light or fault message appears;
  - (b) You see or become aware of low engine or brake oils, engine coolant levels or tyre pressures; or
  - (c) 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 not use the Vehicle unless We have authorised You to do so. If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 10.6 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. 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.
- 10.7 You **must** immediately report any Accident or theft of the Vehicle to Us in writing and complete all documentation that We require and forward any third party correspondence or court documents to Us within 7 days of receipt.
- 10.8 If You 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.
- 10.9 If the Vehicle is stolen a report **must** be made to the police immediately the theft is discovered.
- 10.10 If You have an Accident You **must** also:
- (a) make the Vehicle secure;
  - (b) get the names and addresses and phone numbers of all persons involved, including witnesses;

- (c) supply Us with any information concerning the driver of the Vehicle and You **must** allow Us direct access to the driver of the Vehicle and You **must** fully co-operate in allowing Us to gain such access;
- (d) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
- (e) permit and assist Us to bring, defend, enforce or settle any legal proceedings against a third party, including attending at a lawyer's office and/or court; and
- (f) 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.

## 11 End of the Rental Contract

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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 Final Inspection has been conducted in accordance with clause 9.3.

11.5 If a bond has been prepaid to Us it is fully refundable to You provided that at the end of the Rental Period:

- (a) all amounts due to Us under the Rental Contract have been paid;
- (b) the Vehicle has been returned to the Rental Station at the date and time set in the Rental Agreement;
- (c) there is no Damage or Third Party Loss;
- (d) the interior and exterior are clean;
- (e) the Vehicle has a full tank of fuel; and
- (f) there has not been a Serious Breach of the Rental Contract.

We reserve the right to retain all or part of a bond if there is a breach of any of these conditions.

## 12 Termination of the Rental Contract

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

- (a) 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; or
- (b) You commit:
  - (i) a Serious Breach of the Rental Contract; or
  - (ii) a reckless breach of road or traffic legislation.

12.2 If the Rental Contract is terminated by Us pursuant to clause 12.1:

- (a) You **must** pay for:
  - (i) Damage;
  - (ii) loss 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) roadside assistance;
  - (vii) administrative and legal costs of recovery; and

- (viii) the Rental Charges;

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

## 13 Applicable law

13.1 The laws of New Zealand govern the Rental Contract.

13.2 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 or rights You may have under those Acts or any other consumer legislation.

## 14 Dispute Resolution

14.1 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. If they 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.

14.2 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.

14.3 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.

14.4 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: AUNZcustomerrelations@europcar.com

Fax: +61 3 9335 7600

## 15 Privacy Policy

- 15.1 The terms of Our Privacy Policy (available at [www.europcar.co.nz](http://www.europcar.co.nz)) form part of these terms and conditions. Our Privacy Policy sets out how We collect, use, store and disclose Your personal information.
- 15.2 If We do not collect Personal Information from You, We will not be able to rent You a Vehicle and if any of the Personal Information You provide is incomplete or inaccurate, the quality of Our services may be compromised.
- 15.3 By entering into the Rental Contract with Us and by providing Us with personal information, You represent to Us and We proceed on the basis that You have read and agree to the terms of Our Privacy Policy.
- 15.4 Your personal information contained within the Rental Contract may be disclosed to other relevant operators for the purpose of promoting safe driving in New Zealand.
- 15.5 We may use GPS tracking or other electronic tools (**GPS Device**) to enable the geographical location of the Vehicle to be tracked or located. By hiring a Europcar Vehicle You expressly consent to Us using a GPS Device on the Vehicle during the Rental Period and collecting, using and retaining information from the GPS Device. Further information is available in Our Privacy Policy.
- 15.6 If You default in the payment of any moneys owed to Us under clause 3.3, You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

## 16 General

- 16.1 If You are the holder of a corporate account with Us or if Your Corporate Services Agreement with Us provides for Customer Own Insurance, these Terms and Conditions **must** be read in conjunction with Your signed Agreement.
- 16.2 If You are a Privilege Loyalty Program member these Terms and Conditions **must** be read in conjunction with the Privilege Program Specific Terms.
- 16.3 In the event of any inconsistencies or ambiguity between the terms of Your corporate account, Your Corporate Services Agreement, Your Customer Own Insurance agreement or Your Privilege Loyalty Program, these Terms and Conditions will prevail.

***Europcar***

moving *your way*

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