Premium Rentals New Zealand Limited, trading as SIXT NZ

TERMS OF HIRE

These Terms of Hire ("Terms") are to be read in conjunction with the rental document, which sets out the Vehicle rental details ("Rental Document"). These Terms together with the Rental Document constitute the agreement between Premium Rentals New Zealand Limited ("the Owner") and the person/legal entity signing the Rental Document ("the Hirer"). To the extent of any inconsistency between these Terms and the Rental Document, these Terms will prevail.

1. **VEHICLE DESCRIPTION AND RENTAL TERM**

1.1 In these Terms, unless the context otherwise requires "Rental Term" means the term commencing on the "Check Out" date detailed in the Rental Document and ending on the "Check In" date detailed in the Rental Document.

1.2 The Owner agrees to rent to the Hirer the vehicle detailed in the Rental Document ("the Vehicle"), for the Rental Term provided that the Rental Term will not in any circumstances exceed 12 months.

1.3 The Rental Term may be extended with the prior written approval of the Owner, such approval to be at the sole discretion of the Owner. No act or omission of the Hirer, or any employee, contractor or agent of the Hirer, may be deemed to be an approval or acceptance of an extension if that extension will result in the Rental Term being for an uninterrupted period of 12 months or more.

1.4 The Owner reserves the right to provide a similar vehicle if the Vehicle is unavailable for any reason.

2. **TITLE AND RISK**

2.1 The Vehicle will at all times remain the property of the Owner and the Hirer will not sell, assign, mortgage, charge, encumber, pledge or otherwise dispose of the Vehicle or any interest in the Vehicle.

2.2 Subject to the terms of the agreement, the Vehicle will be at the Hirer's risk on and from the time the Hirer collects the Vehicle from the Owner.

3. **WHO MAY DRIVE THE VEHICLE**

3.1 The Vehicle may only be driven by the persons named on the Rental Document or in a supplementary driver's sheet attached to this agreement, and only if they are over 21 years of age and have held a current full valid driver's licence written in English & appropriate for the Vehicle for at least two years. If requested, the Hirer must produce a certified English translation of their driver's licence and or an international driver's licence.

4. **PAYMENTS BY HIRER**

4.1 The Hirer shall pay the Owner the rental charge specified in the Rental Document plus GST and any credit card merchant fee; and authorizes the Owner to charge all amounts payable by the Hirer to this account. The "Hirer's account" means a nominated credit card or pre-arranged charge account. The Owner reserves the right to charge, and the Hirer authorizes the Owner to charge, a deposit as security. A security deposit of NZ$250 to NZ$1,000 is required, depending on the value of the vehicle. A full credit card is required for higher-value vehicles, while a debit card may be accepted for lower-value vehicles.

4.2 Where the Hirer elects to prepay the rental charge, the Hirer accepts that:

(a) the rental charge will be converted from NZ Dollars to Euros (at the prevailing commercial exchange rate available to Sixt SE) by Sixt SE;

(b) neither the Owner or Sixt SE are liable for any fluctuation in exchange rates which may result in a higher NZ Dollar amount being charged for the prepaid rental charge than that quoted at the time of hire; and

(c) a currency conversion fee will be added to the rental charge and will be shown on the Hirer's credit card statement (but will not be included in the total payment stated on the reservation confirmation).

4.3 All rental charges include the premium for standard loss or damage cover insurance.

4.4 The Hirer acknowledges that it will be liable at the end of the Rental Term to pay to the Owner any applicable additional charges payable at the end of the Rental Term. These may include:

(a) a full day's rental charge amount for returning the Vehicle more than one (1) hour late without permission;

(b) a surcharge for drivers under the age of 25 years;

(c) additional charges for distance driven (as specified in the Rental Document for every kilometre run);

(d) charges for petrol or other fuel used (but not oil or AdBlue);

(e) toll road charges;

(f) charges for the full replacement cost (up to $1500 (plus GST) per item) in the event that a GPS unit or any of the accessories detailed in the Rental Document are damaged, lost or stolen;

(g) excess charges for damage to or repair of the Vehicle (subject to the other terms of this agreement) and any enforcement charges relating to such damage or repairs (including legal costs);

(h) charges for cleaning or repairing the Vehicle's interior if it is returned in an excessively dirty or damaged condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette & vape smoke;

(i) traffic and/or parking offence infringement fees;

(j) the administration fees or $35 (plus GST) and/or additional products or services as specified in the Rental Document; and

(k) any surcharges in connection with the use of a debit or credit card by the Hirer.

4.5 The Owner will charge the above amounts to the Hirer's account at any time, or the Hirer may pay such charges as agreed with the Owner, such choice to be at the Owner's sole discretion.

4.6 If the Hirer fails to pay any charges due under this agreement within 14 days of the due date, the Owner may, without prejudice to any other rights or remedies the Owner may have or be entitled to, charge the Hirer and the Hirer must pay all additional costs as detailed below:

(a) interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the due date to the date of payment of all money owed to the Owner;
(b) all costs incurred by the Owner for the collection of the unpaid money by a debt collection agency or other external or legal agency (including legal fees on a solicitor client basis); and
(c) an administration fee of $75 (plus GST).

5. **USE OF THE VEHICLE**

5.1 The Hirer agrees not to:
(a) use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is rented for this purpose with the Owner's prior written consent;
(b) sublet or rent the Vehicle to any other person;
(c) allow the Vehicle to be used outside their authority or without their authority;
(d) operate the Vehicle or allow it to be operated in circumstances that is a breach of the relevant transport legislation, regulations, rules or bylaws relating to road traffic; such as driving under the influence of alcohol or drugs or excessive speed and or in a dangerous manner;
(e) operate the Vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
(f) 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 road user charge certificate, whichever is the lesser, for the Vehicle;
(g) drive or allow the Vehicle to be driven by any person if at the time of driving they do not hold a current full valid driver's Licence appropriate for the Vehicle;
(h) drive or allow the Vehicle to be driven on any roads excluded by the Owner (see clause 15.1(p) of these Terms), or on any beach, river crossing, unsealed unmarked roads or surfaces likely to cause damage to the Vehicle;
(i) allow the Vehicle to be driven by any person who is not named or described in the Rental Document as a person permitted to drive the Vehicle;
(j) operate the Vehicle or allow it to be operated to propel or tow any other vehicle;
(k) transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people);
(l) operate or allow the Vehicle to be used in involvement with any illegal activity; or
(m) allow any person to smoke cigarette or vape inside the Vehicle.

6. **HIRER'S OBLIGATIONS**

6.1 The Hirer will ensure that:
(a) all reasonable care is taken when driving and parking the Vehicle;
(b) the water in the Vehicle's radiator and battery is maintained at the proper level;
(c) the oil in the Vehicle is maintained at the proper level;
(d) only the fuel type specified for the Vehicle is used;
(e) the tyres are inflated at their correct pressure;
(f) the Vehicle is locked and secure at all times when it is not in use and the keys kept under the Hirer's personal control at all times;
(g) the distance recorder or speedometer are not interfered with;
(h) no part of the engine, transmission, braking or suspension systems are interfered with;
(i) should a dashboard warning light be illuminated or the Hirer believes the Vehicle requires mechanical attention, they will stop driving and advise the Owner immediately;
(j) all drivers authorised to use this Vehicle during the Rental Term are aware of and comply with these Terms;
(k) any authorised driver carries their driver's licence with them in the Vehicle at all times and will produce it on demand to any enforcement officer;
(l) Vehicle and keys must be returned to the same location, otherwise additional days charges or relocation fees might apply; and
(m) it will otherwise follow all instructions issued to it by the Owner from time to time.

6.2 If the Hirer is planning to travel to an alpine or snow region it must first obtain the consent of the Owner and follow all additional conditions of that consent (including the use snow chains if required by the Owner).

7. **OWNER'S OBLIGATIONS**

7.1 The Owner shall supply the Vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

8. **MECHANICAL REPAIRS AND ACCIDENTS**

8.1 If the Vehicle is involved in an accident, is damaged, breaks down, requires repair or salvage, regardless of cause, or is stolen, the Hirer shall notify the Owner of the full circumstances by telephone immediately and the Police if the accident involves injury of the Vehicle is stolen. No refund is available for the unused Rental Term (including Mid-Waiver, Smart Protection, Glass and Tyre Protection, and Premium Protection cover if applicable) or any contribution to subsequent transportation costs.

8.2 The Hirer shall not arrange or undertake any repairs or salvage without the Owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs, or salvage are necessary to prevent further damage to the Vehicle or to other property.

8.3 24 Hour Roadside Assistance is free for all inherent mechanical faults in the Vehicle (as determined by the Owner or its authorised repairer). For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the Vehicle, a service fee will be Payable by the Hirer.

8.4 If the Vehicle requires repair or replacement, the Owner will decide whether to supply another vehicle and at what cost and location.

9. **RETURN OF VEHICLE**

9.1 The Hirer will, on or before the expiry of the Rental Term, and immediately on termination of this agreement by the Owner, deliver the Vehicle to the agreed rental location described in the Rental Document. Subject to the Owner providing its consent (at its sole discretion), the Hirer may return the Vehicle to a different location than that set out in the Rental Document and/or extend the Rental Term (in which case the Hirer shall pay additional hire charges and up to $800 (plus GST) for the vehicle return). If the Hirer does not comply with this clause, and does not immediately return the Vehicle, the Owner may report the Vehicle as stolen to the Police and the Hirer must compensate the Owner for either the full cost of the Vehicle, or all additional costs and losses incurred up to the time that the Vehicle is recovered by the Owner.

9.2 If the Hirer returns the Vehicle early or cancels the rental, then there are no refunds or transfers.

9.3 The Hirer is responsible for returning the Vehicle in the same condition as when it was provided to it subject to wear and tear (as determined at the Owner's discretion, acting reasonably).

9.4 A Vehicle returned outside of office hours is checked on the next working day and any vehicle damage charges advised by email.

10. **OWNER'S LIABILITY**

10.1 Notwithstanding any other provision of this agreement, and to the maximum extent permitted by law the Owner is not liable, whether such liability is based on breach of contract, tort (including negligence), statute or otherwise for any (a) consequential loss; (b) loss or damage to property left in the Vehicle; or (c) personal injuries sustained during the Rental Term.

10.2 The Owner's aggregate liability under this agreement will not exceed an amount equal to the rental charges paid by the Hirer to the Owner in the last 12 months.

11. **HIRER'S LIABILITY**

11.1 The Hirer is liable for, irrespective of fault:

(a) any loss of, or damage to, the Vehicle and its accessories;

(b) any consequential damage, loss or costs incurred by the Owner, including salvage costs, loss of ability to re-hire and loss of revenue resulting from the Hirer's breach of the terms of the agreement; and

(c) any loss of, or damage to, vehicles and property of third parties, arising during the Rental Term.

11.2 The Hirer indemnifies the Owner against any loss suffered or incurred by it arising out of or in connection with its use of the Vehicle, including but not limited to

(a) damage caused to the Vehicle

(b) or arising out of or in connection with a breach of the agreement;

(c) any fraudulent, negligent or wilful act or omission by the Hirer

(d) excess payable in relation to any damage caused to the Vehicle; or

(e) expenses incurred in recovering possession of the Vehicle if the Hirer fails to return it at the end of the Rental Term, except to the extent that the loss is caused by the negligence or wrongful act or omission of the Owner.

12. **INSURANCE**

12.1 The Hirer's liability is limited by the Owner's insurance, up to the value of $500,000 in respect of the above sub-clauses 11.1(a) and 11.1(b), and $20,000 in respect of sub-clause 11.1(c).

12.2 The insurance excess payable by the Hirer is as specified in the Rental Document and is payable for each and every incident involving the Vehicle subject to Mid-Waiver, Smart Protection Premium Protection and Glass and Tyre Protection in Sections 13 and 14 below.

12.3 An additional Damage Administration fee of $75 (plus GST) will be applied for processing any type of damage to the Vehicle or claims. This fee may be refunded if it is proven that the damage was not due to the Hirer's fault.

12.4 The Hirer may elect to purchase additional protection offered by the Owner, including but not limited to Excess Reduction products, being Mid-Waiver, Smart Protection and Premium Protection, or Glass and Tyre Protection. These products are optional, not a condition of hire and are subject to the terms outlined in Sections 13, 14 and 15.

13. **EXCESS REDUCTION (MID-WAIVER, SMART PROTECTION, OR PREMIUM PROTECTION)**

13.1 Our additional Excess Reduction products reduce the Hirer's liability for damage under clause 11 to the agreed excess (deductible) subject to the following conditions and exclusions:

(a) Excess Reduction does not cover damage or loss associated with:

(i) any of the circumstances detailed in Section 15;

(ii) cost of recovering a Vehicle that has become bogged or immovable;

(iii) cost of replacement of lost or stolen Vehicle keys;

(iv) costs associated with the incorrect use of or contamination of fuel (diesel or petrol);

(v) cost of repair or replacement of other products purchased; and

(vi) cost of cleaning the Vehicle or interior damage to equipment, trim or fabric.

13.2 During the Rental Term, Mid-Waiver, Smart Protection and Premium Protection are only available once and will be applied to the damage that occurs first. In the event of further damage during the Rental Term the Hirer must pay the full insurance excess as specified in the Rental Document.

13.3 If the Vehicle is replaced by the Owner, excess reduction is not transferable to the replacement Vehicle.

14. **GLASS AND TYRE PROTECTION**

14.1 The Hirer may elect to purchase Glass and Tyre Protection as an optional protection product. This removes the Hirer's financial liability for damage to the Vehicle's glass and tyres, subject to the terms below.

(a) Glass and Tyre Protection applies exclusively to:

(i) Damage to the windscreen, rear window, and all side windows;

(ii) Damage to all four tyres and the spare tyre;

(iii) Damage to hubcaps, rims, alloy wheels, or other wheel components.

(b) Glass and Tyre Protection does not apply to:
(i) Damage to side mirrors, headlights, taillights, or other lighting components;
(ii) Damage resulting from breach of these terms and conditions, negligence of you or your passengers, water or fire damage, or any of the activities listed in Section 15;
(iii) Any cost or service fees related to Roadside Assistance as set out in clause 8.3;
(iv) Damage to sunroofs or panoramic glass roofs.

14.2 Glass and Tyre Protection is separate from all other insurance and Excess Reduction options. It does not reduce the Hirer's liability for any other type of damage or loss.

14.3 The Owner reserves the right to determine the applicability of Glass and Tyre Protection in the event of a claim and may require supporting evidence or inspection.

15. INSURANCE, EXCESS REDUCTION AND GLASS AND TYRE PROTECTION EXCLUSIONS

15.1 The Hirer acknowledges that the insurance, Excess Reduction and Glass and Tyre Protection products referred to in Section 12, 13, and 14 will not apply if:

(a) at any time when the driver of the Vehicle is under the influence of alcohol or any drug;
(b) at any time when the Vehicle is in an unsafe or un-roadworthy condition, such condition arising during the course of the rental, which caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or un-roadworthy condition of the Vehicle;
(c) at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the Vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the Vehicle;
(d) at any time when the Vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
(e) at any time when the Vehicle is driven by anyone not named or described in the Rental Document as a person permitted to drive the Vehicle (unless the Hirer is a Corporate or Government Department and the driver is authorized to drive the Vehicle, subject to all other terms in this agreement);
(f) at any time when the Vehicle is driven by an unlicensed person;
Vehicle keys are considered an accessory and are therefore not covered by our Peace of Mind or Mid-Waiver insurance options.
(g) at any time when the Vehicle is willfully or recklessly damaged or lost by the Hirer, a nominated driver, or a person under the Hirer's authority or control;
(h) at any time when the driver commits a traffic offence while driving the Vehicle;
(i) at any time when the Vehicle is loaded carelessly or is loaded in excess of the manufacturer's specifications or damage results from incorrectly fitted roof or bike racks or items attached to them;
(j) at any time when the Vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the Vehicle;
(k) at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
(l) the Hirer is issued a fine or penalty because of prosecution for breach of any law;
(m) the Vehicle requires a puncture repair or new tyre, or has sustained damage to glass components, unless the Hirer has purchased Smart Protection, Premium Protection or Glass and Tyre Protection and the damage falls within the scope of that cover as defined in Sections 13 and 14.
(n) liability for damage arises caused by vibration or the weight of the Vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation provided that the limit of liability in these circumstances will be $1,000,000;
(o) to any overhead damage to the Vehicle or to the property of any third party resulting from such overhead damage;
(p) at any time when the Vehicle was being driven on any of the following roads: Deer Park Heights (432 Peninsula Rd, Queenstown), Skipper's Canyon (Queenstown), Te Paki stream bed, Ninety Mile Beach (Northland), the road to Macetown, Tasman Valley Road (also known as old Ball Road), Matukituki Road beyond the Treble Cone access road turn off, Glenorchy-Paradise Road beyond Priory Road turn off or any unformed roads (all 4WD tracks) and/or roads other than asphalt or metal; including but not limited to beaches, river crossings or any surface likely to damage the Vehicle; or
(q) at any time where the Vehicle is operated outside the terms of this agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the Owner to the Hirer.

16. TRAFFIC OFFENCES

16.1 All penalties related to toll notices, traffic and/or parking offences are the responsibility of the Hirer, and the Owner may charge the Hirer's account for any toll notice, traffic and/or parking offence infringement fees they incur. The Owner will, upon receiving a notice of any toll, traffic and/or parking offence incurred by the Hirer, provide the necessary information to the relevant issuing authority for the liability of such notices to be transferred to the Hirer. If it is not possible for the liability to be transferred to the Hirer, the Owner will pay the toll notice, traffic and/or parking infringement on behalf of the Hirer and recover the costs from the Hirer's authorised credit or debit card. It is the Hirer's responsibility to challenge, dispute, query, or object to the alleged offence to the relevant issuing enforcement authority.

16.2 The Owner may also charge an administration fee of $10 plus GST for toll notices, and $35 plus GST for any traffic and/or parking offence, to cover the cost of processing.

17. FUEL PURCHASE OPTION (FUE) – INTERNAL COMBUSION ENGINE VEHICLES

17.1 Where the Hirer opts to purchase the Owner's Fuel Purchase Option product (FUE), the Hirer agrees to prepay for a full tank of fuel at the rate shown in the Rental Document. The Hirer is not required to refuel before returning the vehicle and will not be charged further for fuel. The Owner will not issue a refund to the Hirer for unused fuel.

18. **CANCELLATION OF HIRE AGREEMENT**

18.1 The Owner has the right to terminate the Rental Term and take immediate possession of the Vehicle if it is damaged or the Hirer fails to comply with any of the terms of this agreement. In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of a hire shall be without prejudice to any other rights or remedies of the Owner and the rights of the Hirer under this agreement or otherwise.

19. **PRIVACY ACT**

19.1 The Owner collects personal information from the Hirer to enable the Owner to assess the Hirer's request to rent a vehicle or enter into a vehicle subscription and for other purposes set out in the Owner's Privacy Policy available at https://www.sixt.nz/shared/data-protection/DSGVO_NZ_en.pdf and as otherwise updated from time to time.

19.2 The Privacy Policy explains how the Owner will collect, use, store and disclose the Hirer's personal information, and the way in which the Hirer can access and seek correction of its personal information or complain about a breach of the Privacy Act 2020. In addition to the purposes set out above and in the Privacy Policy, the Hirer acknowledges that the Owner will collect, hold and use the Hirer's personal information for purposes related to the rental of the Vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the Owner.

19.3 The Hirer further acknowledges and agrees that the Hirer's personal information may be disclosed in accordance with the Privacy Policy to:

(a) Sixt SE, a company registered in accordance with the corporate law of the European Union and the franchisor of the Sixt franchise, of which the Owner is a franchisee and whose privacy policy can be accessed at https://www.sixt.com/privacy/#/;

(b) Giltrap Group Holdings Limited, which has shareholders in common with the Owner, and any of Giltrap Group Holdings Limited's related entities and affiliates;

(c) financiers to facilitate the Hirer's rental of a Vehicle;

(d) debt collection agencies in the event that the Hirer defaults in the payment of any monies owing to the Owner;

(e) other parties involved in an accident with the Vehicle during the Rental Term; and

(f) any organizations responsible for the processing or handling of traffic related infringements or road tolls.

20. **CHILD RESTRAINTS**

20.1 It is the Hirers responsibility to ensure appropriate child seats have been fitted for the children travelling in the Vehicle and that they have been fitted correctly. The Owner is not responsible for fines, injury, death or other losses caused by not having child seats fitted or by children not being restrained in the supplied seats. The Hirer must comply with mandated child seat restrains and seat belt laws applicable to New Zealand. Child seat restraint laws apply to all children 7 years of age and younger. Fines may be imposed by NZ Police on any occupant not wearing a seatbelt or who has not properly fitted or properly adjusted the child seat restraint.

21. **GOVERNING LAW**

21.1 These Terms are governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of New Zealand Courts in respect of all matters relating to this rental agreement.

22. **IMPORTANT NOTES TO THE HIRER:**

22.1 The hirer will receive a copy of this agreement via email which must be produced on demand to an enforcement officer.

22.2 A fuel charge and admin fee will apply if the vehicle is not returned with a full tank.

22.3 Cleaning charges if the vehicle is returned in an excessively dirty condition or with an odour problem that prevents re-renting the vehicle.

22.4 All extensions of the rental term must be approved 24 hrs before the expiry of the term.

22.5 Any damage or theft to the vehicle must be reported to the owner immediately.

22.6 The hirer is responsible for all road and traffic fines incurred.

22.7 Lost keys may incur a replacement charge as these are considered an accessory.