



Europcar
moving your way

Terms and Conditions of Rental - NZ

Effective: 1 September 2021

europcar.com.au

***Europcar* Terms & Conditions**

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1 Your Rental Contract

1.1 This Contract (**Rental Contract**) You have entered into with Europcar comprises:

- (a) the rental document for the hire of the Vehicle (**Rental Agreement**);
- (b) the confirmation email where You have pre-booked Your rental online or through Our call centre;
- (c) the Europcar Privacy Policy; and
- (d) these terms and conditions of rental (Terms and Conditions).

When We refer to the Rental Contract We mean all of these documents read together.

1.2 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.

1.3 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.

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:

- (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) a one way fee may apply if the Vehicle is returned to a Rental Station other than that shown in the Rental Agreement.

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 Cancellation and 'No Show'

- (a) You may cancel Your rental free of charge provided You give Us at least 48 hours' notice before the Rental Period is due to start. Wherever possible You should use the same communication channel to cancel Your rental You used when booking the Vehicle, alternatively, You can contact Our Call Centre on 0800 866 327 to cancel the rental.
- (b) If You have prepaid Your rental but cancel giving us less than 48 hours' notice before the Rental Period is due to start the prepaid amount will be refunded less a Cancellation Charge.
- (c) If You have prepaid Your rental but fail to cancel Your reservation and fail to pick up the Vehicle the prepaid amount will be refunded less a 'No Show' charge;
- (d) If You have not prepaid Your rental but have lodged Your Europcar Account details with Us We will guarantee Your Vehicle until close of business on the day Your rental is due to start. However, if You use this facility to guarantee Your reservation and You:
 - (i) give Us less than 48 hours' notice of cancellation before the Rental Period is due to start; or
 - (ii) fail to cancel Your reservation and fail to pick up the Vehicle on the day Your rental is due to start,

You agree that We may charge the Cancellation Charge or No Show Charge against Your Europcar Account to reflect the fact that We held the Vehicle for You without any rental transaction taking place.

- (e) If We cancel or fail to cancel the booking You will be fully reimbursed any sums You have paid to Us for the booking.

3 Costs, charges and payment

- 3.1 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 identification in addition to presentation of Your driver's licence. Before entering into the Rental Contract You should check with the Rental Station that the credit card or Debit Card You propose is acceptable to Us.
- 3.2 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.
- 3.3 When collecting and returning the Vehicle the primary cardholder **must** be present.
- 3.4 At the end of the Rental Period You **must** pay:
 - (a) the Rental Charges;

- (b) 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 and;
 - (c) any amounts payable under clauses:
 - (i) 4.1 (Infringements);
 - (ii) 5.1 (Damage Liability Fee); and
 - (iii) 6.1, 6.2, or 6.3(a) (Exclusions to Damage Cover).
- 3.5 Invoices and payment receipts will be sent to You electronically to the email address nominated on Your booking application.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 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 6.3(a) (inclusive). These charges may be made during the Rental Period or within a reasonable time after the end of the Rental Period.
- 3.10 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.
- 3.11 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 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 even if You have travel or rental vehicle excess insurance, 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 the Damage Cover exclusions in clause 6, Your DLF liability is reduced if You purchase 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 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 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 DLF shown in Your Rental Agreement, unless You have authorised Us to debit Your Europcar Account for the DLF 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 DLF 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 5.4 applies, We will debit Your Europcar Account the estimated amount of Your total liability for the Accident up to but not exceeding the DLF 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.
- 5.6 **We will refund** the DLF paid pursuant to clause 5.5 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 5.5(a)(iii);
 - (c) in part, 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); 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.
- 5.7 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** Damage 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 Even if You purchase a Damage Cover Product and You pay the DLF You have **no** Damage Cover, for:
- (a) Damage or Third Party Loss caused by:
 - (i) use of the Vehicle in any area prohibited by the Rental Contract; or
 - (ii) 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.
- 6.3 There is also **no** Damage 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) It is Your responsibility to comprehensively insure the Vehicle for Damage, its theft and Third Party Loss;
- (b) 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
- (c) 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 and unrestricted driving licence for the Rental Period:
 - (i) that 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) that shows Your current residential address; and
 - (iii) is written in English, or if not in English either:
 - (A) an accurate English translation issued by:
 - (I) a translation service approved by Waka Kotahi NZ Transport Agency;
 - (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.

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

- (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 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.

8.5 **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 and brake oils, engine coolant and battery 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 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) adhere to any mileage instructions displayed in the Vehicle or set by the Rental Station;
- (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;
 - (i) 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
 - (ii) whilst You have a blood alcohol content or level of drugs present in Your blood that exceeds the limit permitted by law;
- (b) interfere with the Vehicle's engine, transmission, braking or suspension systems;
- (c) 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;
- (d) fail or refuse to undergo any breath or blood test or drug impairment assessment;
- (e) drive the Vehicle whilst Your driving licence is subject to any restriction or condition;
- (f) 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;
- (g) drive the Vehicle dangerously or recklessly;
- (h) 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, or for any illegal purpose;
- (i) use the Vehicle to carry;
 - (i) dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005;
 - (ii) any biohazardous, infectious, 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;
- (j) use the Vehicle to carry or transport illegal drugs or substances;
- (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 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:
 - (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;
- (b) 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;
- (c) leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator;
- (d) modify the Vehicle in any way and no roof racks or towbars are permitted unless fitted by Us; or
- (e) use the Vehicle for transporting any animals, except assistance animals, unless specifically approved by Us. 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 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 60 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) through any river, stream, creek, river bed or tidal crossing;
- (g) 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;
- (h) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
- (i) onto any road where We have notified You that the use of the Vehicle is prohibited;
- (j) on the following roads:
 - (i) Ball Hutt (Mt Cook);
 - (ii) Skippers (Queenstown);
 - (iii) to Macetown (Arrowtown); or
 - (iv) 90 Mile Beach (Northland); or
- (k) on the Coromandel Peninsula:
 - (i) all roads north of Colville; or
 - (ii) the Tapu to Coroglen road (all parts east of Rapaura Gardens).

8.11 If the Vehicle is an SUV of class CFAR and above, notwithstanding clause 8.10(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 8.10(a).

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 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 and 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 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.
- 10.5 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.

11 Accidents and Accident reporting

- 11.1 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.
- 11.2
- (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.
- 11.3 If the Vehicle is stolen a report **must** be made to the police immediately the theft is discovered.
- 11.4 If You have an Accident You **must** also:
- (a) make the Vehicle secure;
 - (b) get the names and addresses, email addresses and phone numbers of all persons involved, including witnesses;
 - (c) 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;
 - (d) 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;
 - (e) not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability;
 - (f) 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
 - (g) 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.
- 11.5 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.

12 End of the Rental Contract

- 12.1 At the end of the Rental Period, in addition to Your obligations under clause 3.4, 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.

13 Termination of the Rental Contract

- 13.1 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.
- 13.2 If the Rental Contract is terminated by Us pursuant to clause 13.1:
- (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.

14 Applicable law

- 14.1 The laws of New Zealand govern the Rental Contract.
- 14.2 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, guarantees or rights You may have under those Acts or any other consumer legislation.

15 Dispute Resolution

- (a) 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.

- (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: AUNZcustomerrelations@europcar.com
 - Fax: +61 3 9335 7600.

16 Privacy Policy

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

17 General

- 17.1 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.
- 17.2 If You are a Privilege Loyalty Program member these Terms and Conditions **must** be read in conjunction with the Privilege Loyalty Program Specific Terms.
- 17.3 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.

18 Definitions

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 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,

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

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.

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.

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:

- (a) any of clauses 6.2, 8.2, 8.3, 8.5, 8.7, 8.10, 8.11 or 10.4 that causes Damage, theft of the Vehicle or Third Party Loss; or
- (b) clause 11 that prevents Us from properly investigating, making or defending a claim arising from an Accident or theft.

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, 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, 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 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.