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Car Rental Agreement Terms and Conditions EFFECTIVE 1 APRIL 2011 – 31 MARCH 2012

This rental agreement is made on the date specified in the Schedule on the reverse side hereof ("the Schedule") between JUCY Rentals ("the owner") and the customer ("the hirer") whose name and address appears in the Schedule. The owner and hirer agree as follows:

1. VEHICLE DESCRIPTION

Large vehicles: 4 Wheela, el Cheapo 8 Seata, 8 Seata and el Cheapo 4 Wheela.

Small vehicles: el Cheapo, Juce Box, Travella, Getz and Rolla.

The owner will let and the hirer will take on the motor vehicle described in the schedule ("the vehicle") on the terms set out in this agreement.

2. RENTAL DURATION

a) The term of hire shall commence and cease at the time and dates specified in the schedule. (Note: Car charges are on a 24-hour basis). First hour is free; after the first hour late a full day hire applies.

b) Standard minimum hire period for cars is 3 days.

c) Minimum hire periods are based on fleet distribution and availability, the owner reserves the right to change without warning.

RATES, AMENDMENTS AND CANCELLATION CONDITIONS

a) Rates and conditions quoted in our brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or errors) the owner will not alter rates or conditions applicable to the hirer's rental once the hirer's booking has been confirmed by the owner unless a booking is amended.

b) All amendments are subject to approval by the owner. One grace amendment is permitted at no cost. Subsequent amendments will be charged at a rate of \$25 and is at the discretion of the owner. If a reservation collection, return location, category, collection point or return date(s) is amended prior to collection, the rate may be recalculated.

Rate recalculations are based on the rate at the time of reservation or the new rate at time of amendment (whichever is higher). In the instance where an extension is made while on hire with the owner, the owner will calculate the additional day's charge at the applicable vehicle rate.

c) Should the hirer decide to voluntarily downgrade their vehicle type from the category booked, they will not be entitled to a refund.

d) The owner must authorise any rental extension beyond that specified in the rental agreement prior to the return of the vehicle. All extensions are subject to availability and must be requested through our reservations team at least 48 hours prior to the drop off date on the original contract. The owner reserves the right to charge a penalty fee of NZ\$500 in addition to the current daily rental rate per day of the unauthorised extension to anyone in breach of this.

e) **Cancellation policy large vehicles:** A 20% deposit is required at the time of booking. If the booking is cancelled 10 days prior to pick up, a full refund of the deposit will be paid. If a booking is cancelled within 10 – 1 days prior to pick up, the deposit is non refundable. If the booking is cancelled on the day of the pickup or is a no show then 100% of the gross rental is charged.

Cancellation policy for small vehicles: a 20% cancellation is charged for all cancellations made between 5 – 1 days prior to collection. If the booking is cancelled on the day of the pickup or is a no show then 100% of the gross rental is charged.

3. PERSONS WHO MAY DRIVE THE VEHICLE

The vehicle may be driven during the full period of the hire only by the persons named in the schedule, and only if they hold a valid driver's licence which must be presented at time of pick up. (Note: only persons 18 years and over may be hirers and authorised drivers).

PAYMENT BY HIRER

a) The hirer shall pay the owner in full prior to dispatch (as payment for the hire of the vehicle for the agreed period) the sum specified in the schedule. The hirer must have a credit card. The hirer agrees to pay any additional costs in connection with the hire including (but not limited to) parking, toll road and speeding fines, damage to the vehicle, puncture repair and relocation and cleaning fees as incurred in connection with the hirer's possession of the vehicle, including those which become apparent following termination of the hire. The hirer authorises the owner to debit his credit card for the same.

b) In addition to the payment specified in clause 4 the hirer shall pay to the owner the sums specified in the schedule for insurance cover as set out in this agreement.

c) The hirer shall pay for all petrol or diesel (but not oil) used in the vehicle during the period of the hire, except where the hirer has a pre-purchased fuel option.

d) The hirer will be responsible for the entire cost of the hire should the voucher they present not be paid by the agent. The total payment will be charged to the hirer's credit card should payment from the agent not be received.

e) The following credit cards will be accepted: Visa, Mastercard & American Express. A credit card administration fee of 2% applies to use of Visa and Mastercard and 4% applies to use of American Express for payment and security bond purposes. The credit card administration fee will not be refunded if the hirer cancels the booking.

4. HIRER'S OBLIGATIONS

a) Smoking and/or animals are not permitted in the vehicle at any time.

b) The hirer shall ensure that all responsible care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

c) It is the hirer's responsibility to be aware and in compliance with all New Zealand Land Transport rules and regulations.

d) **Travelling with Children:** The Child Restraint Law stipulates that children under 5 must be properly restrained in an approved child restraint. It is the hirer's responsibility to ensure the child restraint is installed correctly. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of a car.

VEHICLE PROTECTION COVER

a) Subject to the exclusions set out below, the hirer and any driver authorised to drive the vehicle is indemnified up to a limit of NZ\$2,000,000.00; this is in respect of any liability the hirer might have for damage to any property (including injury to any animal) belonging to any other person and arising out of use of the vehicle.

b) Third party cover is included in the quoted rate. The third party option covers the hirer for all damage to a third party vehicle in the unlikely event of an accident.

NOTE: RISK-TAKER & CHANCE-IT vehicle protection options do not cover tyre & windscreen/window damage, exterior body, underbody or single vehicle accidents. STRESS-FREE covers all damage including tyre & windscreen damage, all window damage, underbody & overhead damage, single vehicle accidents & no one-way fees.

EXCESS REDUCTION OPTIONS FOR 18 YEARS & OVER

The hirer is required to take one of the following excess reduction options:

• **RISK-TAKER:** excess NZ\$2,000.00

• **CHANCE-IT:** excess NZ\$1,000.00 (pay an additional NZ\$14.00 per day)

• **STRESS-FREE:** excess nil plus added cover (see above) (pay an additional NZ\$17.00 per day)

THE OWNER STRONGLY RECOMMENDS THAT ALL HIRERS TAKE THE EXCESS REDUCTION OPTIONS TO MINIMISE EXCESS EXPOSURE AND TRAVEL WITH PEACE OF MIND.

EXCLUSIONS

All excess options are void if the terms of the rental agreement are breached.

BOND

a) If Risk-Taker insurance has been chosen (as per the excesses options above), the excess is payable by credit card only. Please note that this amount will be debited to the hirer's credit card immediately. The bond is fully refundable provided the vehicle is returned on time to the correct location, undamaged, with a clean interior and with a full fuel tank. Please note the bond will be debited regardless of the excess reduction option purchased through a third party.

b) The owner reserves the right to bank the bond excess after the termination of the hire agreement to cover the cost of un-notified infringements or damage to third parties or their property.

c) Where the third party causes damage, the hirer is liable for damages as specified in their rental agreement. As insurance is not compulsory in New Zealand there is no guarantee that these damages will be recovered, therefore the bond may be banked and not refunded.

d) Where the car has been returned during or outside office hours and the vehicle has undiscovered damage to the windscreen or body not covered by the hirer's chosen excess reduction cover, the hirer will be charged and sent a letter summarizing the cost of repairs.

e) A bond shall be taken for each accident. In the event of a replacement vehicle being dispatched, the bond will be twice that of the original vehicle.

f) Damage includes any and all damage to third party property, damage to the rented vehicle including tyres, windscreens, towing and recovery costs, theft, fire, break-in or vandalism. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for repair.

g) The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The excess will be refunded only if the owner is successful in recovering the cost of the damages from the third party. Please note that third party claims can take many months to resolve.

5. INSURANCE EXCLUSIONS

a) Water submersion or salt-water damage is not covered by any reduction option.

b) Continuing to drive if a warning light appears results in the hirer being responsible for all costs incurred.

c) Excess options do not cover any damage caused by the use of snow chains and roof racks.

d) No reduction option covers the cost to replace keys which have been lost or the cost of retrieval of keys which have been locked inside a vehicle.

e) RISK-TAKER and CHANCE-IT excess options do not cover any: breakages or defacement of the vehicles interior, theft or attempted theft resulting in damage.

f) Personal belongings are not covered. The owner recommend the hirer does not leave valuables in the vehicle and should take out personal insurance.

g) All excess reduction is void if the terms of the rental agreement are breached. The hirer will be responsible for the total cost of any damage. This will also include any damage caused by wilful conduct (e.g sitting or standing on the bonnet or roof of the vehicle) and driving under the influence of alcohol or drugs.

h) The vehicle is wilfully or recklessly damaged by the hirer or any other person named in the schedule to this agreement or driving the vehicle under the authorisation of the hirer, or is lost as the result of wilful or reckless behaviour of the hirer or any such person. (Note: Punctures, damage to tyres, rims, burning out a clutch and any damage arising from using the vehicle to propel any other vehicle are regarded as wilful or reckless damage).

i) The reduction options do not cover the incorrect filling of fluid tanks. Place the correct type of fuel in the vehicles tank (petrol or diesel only). The hirer will be responsible for any associated costs.

j) The hirer will be responsible for the cost to retrieve or recover a vehicle which has become bogged or immobile regardless of the insurance option taken.

k) If the vehicle is operated in any race, speed test, rally or contest; insurance is void.

l) The hirer is not a body corporate or department of state and the vehicle is driven by any person not named in the schedule to this agreement.

m) The vehicle is driven by any person who at the time when he/she drives the vehicle is disqualified from holding or has never held a driver's licence appropriate for that vehicle.

n) The vehicle is operated on any of the following roads: Ninety Mile Beach (Northland), roads north of Colville Township, Ball Hut Road (Mt Cook), Skippers Road (Queenstown).

o) The vehicle is operated outside of the hire or any agreed extension of that term.



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- p) It is agreed between the owner and the hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constitutes a contract of insurance.
- q) The hirer acknowledges that he/she shall be liable in respect of the first of the damage or loss referred to in the reduction cover specified in this clause to the amount of the excess shown in the schedule. This applies to damage or loss resulting from the theft or conversion or attempted theft or conversion of the vehicle.

6. ADDITIONAL HIRE COSTS

- First driver is free, additional drivers are NZ\$1.00 each per day unless Stress-Free reduction is taken.
- After Hours dispatches are available on request only. A fee of NZ\$30 applies and at Auckland Airport the hirer is responsible for airport car parking costs. For all After Hours pickups a pre-registration form must be completed and returned to the owner at least 48hrs prior to travel.
- When returning vehicles after hours (Auckland and Christchurch only) there is no fee - please note that vehicles must be returned to the branches, not the terminal carparks.
- A NZ\$2.00 airport surcharge applies for all bookings collecting from Auckland Airport.
- Oneway hires between Auckland City and Auckland Airport may incur a NZ\$35 relocation fee. A one way fee may apply for south-bound hires.
- Baby seats can be requested at the time of reservation at a cost of NZ\$40 each. Ski racks & snow chains can also be requested at the time of reservation at a cost of NZ\$25 each per rental. Subject to availability.
- Any unpaid infringements incurred during the rental period are transferred to the hirers name, and are subject to an additional \$40 administration fee over and above the infringement costs. This includes any known and unknown speeding or parking fines.
- Any unpaid toll road infringements incurred during the rental period are subject to a \$25 administration fee for each infringement received not per hire.

7. OWNER'S OBLIGATIONS

- a) The owner shall deliver the vehicle in a safe and roadworthy condition.
- b) The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except that by the terms of this agreement those costs are payable by the hirer. (Note: the hirer shall as soon as practicable in any event within 24 hours notify the owner of any complaints, defects or failure of the vehicle, or claims against the owner or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from).
- c) Any mechanical or towing expenses required for the vehicle must be authorised by the owner prior to the repairs or towing taking place. Failure to authorise these expenses may result in the hirer being held liable for the costs.
- d) The owner shall provide all agents with updated terms and conditions and vehicle specifications. Any discrepancies regarding the terms and conditions and/or vehicle category must be addressed via original booking agent.

8. MECHANICAL REPAIRS AND ACCIDENTS

- a) Any problems associated with the vehicle including equipment failure must be reported to the owner as soon as possible within 24 hours in order to give the owner the opportunity to rectify the problem during the rental period. The owner does not accept liability for any claims submitted after this period. The owner will always endeavour to rectify the problem within 24 hours of being notified.
- b) All vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers any mechanical faults with the vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the hirer; • The vehicle running out of fuel • Keys being lost or locked inside the vehicle • Flat batteries as a result of the lights or keys being left on • A breakdown as a result of damage caused in an accident • **PHONE AA Toll-Free 0800 734 543**
- c) The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency any part of the engine, transmission, braking or suspension system of the vehicle.
- d) All AA non-mechanical call-outs will incur a call out fee, this includes changing tyres and keys locked in the vehicle. No Insurance option covers this fee. If the call out is required by a diagnosed mechanical fault, AA will process a refund for the credit card fee.
- e) The AA service operates 24hrs, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.
- f) The availability of an exchange vehicle is not guaranteed; provision is subject to availability, hirer's location, accident liability and remaining hire duration. Hirer charges may be incurred (see below) • If an exchange vehicle is required as a result of an accident, the hirer is responsible for making their own way to the nearest JUCY branch or pickup location • The owner may offer the hirer the option of paying an "exchange vehicle relocation fee" to send an exchange vehicle to the hirer's location • The hirer will pay for any costs relating to delivery of a change-over vehicle as a result of any vehicle accident. This charge applies irrespective of any insurance option taken.
- g) Even if the hirer has taken Stress-Free cover, the hirer is still responsible for keys being lost or locked in the car and for changing tyres.
- h) No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
- i) In the event of an accident occurring and an exchange vehicle is not available, the owner will not be liable for any resulting accommodation or living expenses that are incurred.

9. USE OF THE VEHICLE AND ADDITIONAL ITEMS

The hirer shall not use or permit to use the vehicle to be used for the carriage of passengers for

hire or reward, unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under Part 1 of The Transport Services Licensing Act 1989.

The hirer shall not:

- a) Sublet or hire the vehicle to any other person.
- b) Permit the vehicle to be operated outside his or her authority.
- c) Operate the vehicle, or permit it to be operated in any race, speed test, rally or contest.
- d) Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations 1976 or any other Act, regulations or by laws relating to road traffic.
- e) Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of passengers or more than the weight of goods specified in the certificate of loading for the vehicle.
- f) Drive or permit the vehicle to be driven by any other persons if at the time of his driving the vehicle the hirer or any other person is not the holder of a current driver's licence appropriate for the vehicle.

GPS - (SATELLITE NAVIGATION UNIT)

- a) Due care should be taken with the device while rented from the owner. Do not leave the unit in sight when the vehicle is unattended.
- b) The hirer is liable for total loss, missing or damage to the GPS unit, mount, charger and carry case to a maximum charge of NZD\$300.00 inc GST.
- c) The owner is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the GPS unit.
- d) The hirer agrees to follow all safety and usage guidelines provided by the manufacturer and the owner.

10. RETURN OF THE VEHICLE

The hirer shall at or before the expiry of the term of hire, deliver the vehicle to the branch detailed in the schedule, or obtain the owner's consent to the continuation of the hire. (Note: No refund is available to the hirer if the vehicle is returned earlier than stated in the schedule). The vehicle is to be returned in a clean and tidy condition; if not, a NZ\$250.00 cleaning fee may apply. The vehicle is to be returned with a full tank of petrol (except where the hirer has a pre-purchased fuel option); if it is not filled with fuel a NZ\$20 administration fee will apply in addition to the cost of the fuel. If not returned to the branch detailed, a relocation fee of NZ\$500 may be charged.

11. BREACH OF CONTRACT

The owner shall have the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any terms and conditions of this agreement or if the vehicle is damaged. The termination of the hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under this agreement or otherwise.

12. EXCHANGE RATE / CURRENCY FLUCTUATIONS

All transactions are conducted in New Zealand dollars. Due to exchange rate fluctuations, there could be some variance between the amount initially debited against the hirer's credit card and the amount refunded at the expiration of the rental period. The owner is not liable for such variations.

13. RELEASE AND INDEMNITY OF THE OWNER

- a) The hirer releases the owner, its employees and agents, from any liability to the hirer (regardless of who is at fault), for any loss or damage incurred by the hirer by reason of rental, possession or use of the vehicle.
- b) The hirer hereby indemnifies and shall keep indemnified the owner, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the hirer's use and/or possession of the vehicle.
- c) Any indemnity required of the hirer shall not operate to indemnify the owner in respect of any negligent act by the owner.