

JUCY NEW ZEALAND CAR & CAMPA TERMS AND CONDITIONS

Valid 1 April 2014 – 31 March 2015



THIS RENTAL AGREEMENT IS MADE ON THE DATE SPECIFIED BETWEEN JUCY PTY LTD (JUCY) AND THE CUSTOMER WHOSE NAME AND ADDRESS APPEARS IN THE RENTAL AGREEMENT. JUCY AND THE CUSTOMER AGREE AS FOLLOWS:

1. CONSUMER RIGHTS STATEMENT

All Customer rights set out in this Agreement are in addition to the Customer's rights as a consumer pursuant to applicable consumer protection laws, including the New Zealand Consumer Law. Such rights are not excluded, restricted or modified by operation of this Agreement. The Customer may find out more about the Customer's rights from consumer organizations and bodies including New Zealand Consumer Affairs.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates otherwise:

'Agreement' means the Rental Agreement and these terms and conditions;

'Bond' excess reduction option chosen.

'Collection Point', in respect of the Vehicle, means the collection point specified in the Rental Agreement;

'Customer' means the person or persons nominated as the customer and any person whose credit card is presented for payment of the customer's charges;

'Excess Reduction Cover' in respect of a Vehicle means the excess reduction cover option specified in the Rental Agreement;

'Fee' daily rental costs and any additional fees as agreed.

'JUCY' means Jucy Pty Limited

'Rental Agreement' means the document entitled Rental Agreement which has been signed for and on behalf of the Customer;

'Return Location', in respect of the Vehicle, means the return location specified in the Rental Agreement;

'Terms and Conditions' means the terms and conditions set out in this document; and

'Vehicle' means the vehicle hired by the Customer and includes tyres, tools, accessories, and all other equipment, documents or additional hire items related to the vehicle and any replacement or substitute vehicle that may be provided.

3. RENTAL DURATION

a) The term of hire (**'Term of Hire'**) in respect of the Vehicle shall commence at the time and date specified in the Rental Agreement (**'Start Date'**) and cease at the time and date specified in the Rental Agreement (**'Return Date'**). Car charges are on a 24-hour basis. On return, the first hour late is free; after the first hour late a full day hire applies. Campervan charges are calculated on a calendar day basis. When calculating the number of days the vehicle is rented, the Start Date is counted as day one of the rental, regardless of pick-up time. The Return Date is counted as the final day of the rental regardless of drop off time.

b) Minimum rental periods are subject to change, and any such change will be notified to the Customer prior to booking confirmation.

4. RATES, AMENDMENTS AND CANCELLATION CONDITIONS

a) This Agreement and the rates and conditions quoted in our website, brochures and/or documentation are subject to change without notice. However (subject to changes in legislation or system generated errors) JUCY will not alter this Agreement or the rates or conditions applicable to the Customer's rental once the Customer's booking has been confirmed by JUCY, unless the booking is amended at the Customer's request.

b) All amendments to a booking are subject to approval by JUCY. If a reservation, Return Location, category or Vehicle type, Collection Point, Start Date or Return Date is amended prior to collection, the applicable rate for the Vehicle may in the absolute discretion of JUCY be re-calculated to the new rate applicable at time of amendment. Rate recalculations are based on the rate at the time of reservation or the new rate at the time of amendment (whichever is higher)

c) Subject to clause 4(e), if the Customer requests to voluntarily downgrade their Vehicle type from the reserved category of Vehicle, the Customer will not be entitled to any refund from JUCY.

d) All changes to a booking, including extensions to the Return Date, are subject to availability and approval by JUCY and must be requested through JUCY's reservations team at least 48 hours prior to the Return Date specified on the original Rental Agreement or any agreed extension thereof. In the event of any unauthorised extension to the Return Date, JUCY reserves the right to charge the Customer the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of such amount JUCY may nominate as its reasonable costs in connection with such unauthorised extension being not more than \$500. In the event of any unauthorised change to the Return Location, JUCY reserves the right to charge the Customer a relocation fee as determined by JUCY acting reasonably but in any event not in excess of \$500.

e) Cancellations – A 20% deposit is required at the time of booking. If the booking is cancelled up to 22 days prior to pick up, a full refund of the deposit will be made (not including any credit card administration fee). If a booking is cancelled between 1 – 21 days prior to pick up, the 20% deposit is non-refundable. If the booking is cancelled on the Start Date or the Customer does not collect the Vehicle from the Collection Point then 100% of the gross rental is chargeable.

5. PERSONS WHO MAY DRIVE THE VEHICLE

a) The Vehicle may be hired and driven during the Term of Hire only by

the persons specified as authorised driver in the Rental Agreement, and only if they hold a valid driver's licence, which must be presented to JUCY at time of collection of the Vehicle (**'Authorised Driver'**). Only persons 18 years and over may be an Authorised Driver in respect of a Vehicle.

b) If the licence of an Authorised Driver is not printed in English it must be accompanied by an accredited English translation which is to be provided to JUCY. Please note a licence classified as or comparable to a restricted licence or probationary licence will be accepted, however the Authorised Driver agrees to be bound by any restrictions or conditions imposed on or in connection with that licence and is aware that any insurance cover may be voided if such restrictions or conditions are not adhered to. An International driver licence or permit must always be accompanied by an original and current driver licence.

6. CUSTOMER'S OBLIGATIONS

a) The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and full bottle of gas (if applicable). The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the Return Date at the time and at the Return Point set out in the Rental Agreement.

b) The Customer must ensure that all reasonable care is taken in handling and parking the Vehicle and that it is left securely locked when not in use.

c) The Customer must ensure that the recommended levels are maintained with respect to the water in the radiator and battery, the oil and the tyre pressures of the Vehicle.

d) Smoking and/or animals (excluding registered guide or assistance dogs) are not permitted in the Vehicle at any time. If this condition is breached, the Customer must pay to JUCY a cleaning fee determined by JUCY in its reasonable opinion and being not more than \$250.

e) The Customer must ensure that all Authorised Drivers comply with, and all Authorised Drivers shall be bound by, these terms and conditions and all Authorised Drivers must carry their driver's licence with them when driving the Vehicle.

f) In the event of any new damage to the Vehicle, the Customer must notify JUCY of the full circumstances of the damage as soon as practicable (being not more than 24 hours) from the time the Customer has knowledge of the damage.

g) If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Customer must notify JUCY as soon as practicable, and in any event within 24 hours, from the time the Customer has knowledge of the defect or failure so as to give JUCY the opportunity to rectify the problem during the Term of Hire. JUCY does not accept liability for any claims submitted after this period.

h) The Customer must ensure that a copy of this Agreement is kept in the Vehicle throughout the Term of Hire and produced without delay for inspection on demand by an enforcement officer.

i) The Child Restraint Law stipulates that children under 7 must be properly restrained in an approved child restraint. It is the customer's responsibility to ensure the child restraint is installed correctly not JUCY's. It is strongly recommended by Land Transport New Zealand that children should be seated in the rear of a car.

j) It is the customer's responsibility to be aware of and act in compliance with all the New Zealand Transport Agency rules and regulations.

7. PAYMENT BY CUSTOMER

a) Prior to collection of the Vehicle, the Customer must pay JUCY in full the fees (**'Fees'**), excess amount/bond (**'Bond'**) and any other amounts specified in the Rental Agreement and present a credit card in the Customer's name that is acceptable to JUCY for payment of such amounts. Subject to the terms and conditions of this Agreement, the Customer agrees to pay any additional fees and costs that are incurred by the Customer or are payable by JUCY in connection with the hire of the Vehicle by the Customer including parking charges and fines, toll road charges and fines, camping charges and fines, speeding and other traffic offence fines, late return fees, relocation fees, and cleaning fees. In addition, the Customer authorises JUCY to debit the Customer's credit card for those additional costs which become apparent following the Term of Hire.

b) The Customer must pay for all petrol or diesel (but not oil) used in the Vehicle during the Term of Hire, except where the Customer has paid a pre-purchased fuel option.

c) Where the Customer presents an agent's voucher as payment for the hire and the agent's voucher is not paid within 60 days by the Customer's agent, the Customer will be responsible for the entire cost of the hire. Where this occurs, the total fees payable in respect of the hire will be charged to the Customer's credit card which was given to JUCY as a security bond.

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

e) Some banks and credit card providers may impose fees for certain transactions, including currency conversion fees. Any fees and other charges which may be charged to the Customer or the Customer's bank

or credit card provider will be the Customer's sole responsibility, and for the avoidance of doubt, are not included in any rate or sum provided by JUCY.

f) The Customer accepts the risk of any currency exchange rate fluctuations (including in relation to refunds and return of bonds) and accepts that JUCY has no control over any currency conversion rates or fees.

8. CUSTOMER'S LIABILITY

a) If multiple persons are described as the Customer in the Rental Agreement, each person is jointly and individually responsible for all fees, charges and other obligations pursuant to this Agreement.

b) Subject to clause 8(e), the Customer is liable to JUCY for and indemnifies JUCY against:

(i) any loss of, or damage to, the Vehicle (including any accessories);

(ii) any consequential damage, loss or costs incurred by JUCY, including salvage costs, loss of ability to re-hire and loss of revenue; and

(iii) any loss of, or damage to, vehicles and property of third parties, arising from the use or misuse of the Vehicle by the Customer, any Authorised Drivers, person whom the Customer permits or allows to drive the Vehicle, invitee of the Customer or passengers in the Vehicle during the Term of Hire,

to the extent that such loss, damage or costs have been caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle, any invitee of the Customer or any passenger in the Vehicle, provided that the Customer's liability may be reduced to the amount of the relevant excess amount payable in respect of an incident subject to the terms and conditions of this Agreement.

c) Subject to clause 8(e), the Customer agrees to release and indemnify JUCY from and against all actions, claims, demands, losses, damages, costs, expenses, harm or other misadventure which the Customer may suffer or incur or become liable for as a result of any use of the Vehicle in breach of this Agreement, any reckless or negligent act, error or omission of the Customer, any Authorised Driver, invitee of the Customer or passenger in the Vehicle or any misuse of the Vehicle by the Customer during the Term of Hire.

d) Notwithstanding any provision in this Agreement to the contrary, the Customer is not liable to JUCY for any loss to the extent that it is caused by us (for example, through our negligence or breach of contract).

e) This clause 8 will survive termination of this Agreement.

9. EXCESS REDUCTION OPTIONS

The Customer may nominate the Stress Free, Chance it and Risk Taker options for insurance coverage of the Vehicle. The excess/bond payable in respect of the Vehicle or any incident shall be in accordance with the insurance package option selected by the Customer at the time of renting and specified in the Rental Agreement, being either of the "Stress Free", "Chance It" or "Risk Taker" options, and the excess applicable to such option will apply together with the appropriate rate of payment for such option.

10. EXCESS REDUCTION COVER

All Excess Reduction Options are subject to the provisions and exclusions set out below:

a) The Customer may purchase and pay the daily rental rate for one of the Excess Reduction Options to reduce the Standard Excess payable by the Customer under JUCY's cover (**'Excess Reduction Cover'**)

b) The Customer's liability is covered by the Excess Reduction Cover as set out in clause 9 to a maximum of \$2,000,000.

c) The Customer's liability for damage applies in respect of each separate accident, incident or new damage, not each rental.

d) This clause 10 does not apply if the Customer rejects Excess Reduction Cover. If the Customer elects not to use Excess Reduction Cover, the excess payable by the Customer is the Standard (Risk Taker) Excess as per the Rental Agreement and is payable for each and every event involving the Vehicle.

11. EXCESS REDUCTION EXCLUSIONS

Excess Reduction Cover does not apply in the following events or in respect of the following fees, damages, expenses and/or costs and the Customer will be fully liable for all fees, damages, expenses and/or costs as specified and/or which are associated with the relevant event:

a) The driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle.

b) The Vehicle is in an unsafe or un-roadworthy condition that arose during the Term of Hire and such condition has caused or contributed to the damage or loss, and the Customer or driver of the Vehicle was aware or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle.

c) The Vehicle is driven by any person not identified as an Authorised Driver in the Rental Agreement.

d) The Vehicle is damaged as a result of submersion in water, including as a result of crossing creeks, rivers, flooded fords, salt water or on beaches, driving through low plain flooded areas or if there was a reasonably foreseeable risk of the Vehicle's submersion in water (for example, while parked in a below ground parking garage).

e) The Vehicle is used in any off road conditions. Off road conditions include: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads to recognised

commercial campgrounds.

- f)** The Vehicle is driven when a warning light appears or where the coolant temperature gauge enters a red zone (High).
- g)** The use of roof racks and snow chains on the Vehicle where such roof racks or snow chains have not been hired through JUCY.
- h)** The costs to replace keys which have been lost, broken or damaged, the cost of retrieval of keys which have been locked inside a Vehicle
- i)** All costs as a result of breakages, loss, theft or defacement of the Vehicle's interior caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle, any invitee of the Customer or any passenger in the Vehicle.
- j)** RISK-TAKER or CHANCE-IT Excess Reduction Cover does not cover any theft or attempted theft of the Vehicle or its contents resulting in damage where reasonable precautions were not taken to protect against that theft or attempted theft. Loss of or damage to personal belongings. JUCY recommends the Customer does not leave valuables in the Vehicle and JUCY strongly recommends that the Customer ensures they take out the highest level of travel insurance.
- k)** All damage and costs caused by or in connection with reckless conduct or wilful misconduct of the Customer or an Authorised Driver or any invitee of the Customer or passenger in the Vehicle. For example, Excess Reduction Cover does not apply in connection with any incidents involving sitting or standing on the bonnet, boot or roof of the Vehicle or propelling an object from the Vehicle.
- l)** If the Vehicle is wilfully or recklessly damaged or is lost as the result of the wilful or reckless actions of the Customer or an Authorised Driver or any invitee of the Customer or passenger in the Vehicle (Note: Wilful or reckless damage includes fire, any punctures or damage to tyres or rims caused by or contributed to by the Customer, any Authorised Driver, any person the Customer permits or allows to drive the Vehicle, any invitee of the Customer or any passenger in the Vehicle, burning out a clutch and any damage arising from using the Vehicle to propel any other vehicle).
- m)** Except where JUCY is in breach of this Agreement, the costs relating to delivery of a replacement vehicle required as a result of any of the exclusions listed in this clause 11.
- n)** The use of the incorrect fuel type (i.e. Petrol or Diesel).
- o)** The retrieval or recovery of a Vehicle which has become bogged or immobile. Any towing required for the Vehicle must be authorised by JUCY prior to the towing taking place.
- p)** If the Vehicle is involved in a single vehicle rollover or the roof of the Vehicle is damaged as a result of any single vehicle incident or accident, regardless of any excess reduction chosen by the Customer, the Customer must pay JUCY and is responsible to JUCY for all costs and damages arising in respect of such rollover, incident or accident. The Customer's liability under this clause 13(q) is limited to an amount of \$5,000. For the purposes of these terms and conditions a single vehicle "rollover" includes any incident or accident where the Vehicle has rolled, tipped or fallen over and this has caused damage to the Vehicle, including to the roof and/or sides of the Vehicle.
- q)** The Vehicle is operated in any race, speed test, rally or contest or the Vehicle is used for the purpose of reward (for example, as a taxi or courier vehicle). Any driver license test.
- r)** The Vehicle is driven by any person who at the time when that person drives the Vehicle is disqualified from holding or has never held a driver's licence appropriate for that Vehicle.
- s)** The vehicle is operated on any of the following roads: Ninety Mile Beach (Northland), Ball Hutt Road (Mt Cook), Skippers Road (Queenstown)
- t)** The Vehicle is operated outside the Term of Hire or any agreed extension of that term.
- u)** If a driver of the Vehicle is convicted of any driving offence under New Zealand law where the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in New Zealand.
- v)** It is agreed between JUCY and the customer 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.
- w)** If the Vehicle is loaded or is being loaded in excess of the manufacturer's specifications.

12. BOND

- a)** If the RISK-TAKER or CHANCE-IT Excess Reduction Cover has been chosen, the excess/Bond is payable by credit card only. Please note the relevant amount will be debited from the Customer's credit card immediately. The Bond is fully refundable provided the Vehicle is returned on time on the Return Date and to the Return Point, undamaged with a clean interior and with a full fuel tank. For dispute resolution in respect of bonds please refer to clause 24 of this Agreement.
- b)** JUCY reserves the right to retain all or part of the excess/Bond for such period as JUCY may determine (acting reasonably) after the Term of Hire to cover the cost of un-notified damage, infringements or damage to third parties or their property. Once a refund is processed by JUCY, it may take five or more business days for the funds to become available.
- c)** In the event of a claim, to allow JUCY and/or its insurer to determine who is at fault, the relevant excess amount may be retained by JUCY irrespective of who is at fault and such amount must be paid to JUCY at the time the accident report is completed and not at the expiry of the Term of Hire. The excess will be refunded only if JUCY is successful in recovering the complete cost of the damages from the third party. If JUCY is not successful in recovering the complete cost of the damages from the third party JUCY may retain all or part of the excess/Bond being in respect of such amount of damages that JUCY was not able to

recover from the third party provided that JUCY shall not be entitled to retain any amounts to the extent that any damages have been caused by or contributed to by a breach of this agreement or the negligent act, error or omission of JUCY or any of its officers, employees or agents. The Customer acknowledges that third party claims can take many months to resolve.

- d)** Where the third party causes damage, the customer 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.
- e)** In the event of a replacement vehicle being dispatched due to an accident, the applicable excess/Bond will be twice that of the excess/Bond for the original Vehicle.
- f)** In the event that a replacement vehicle is given due to an accident, any Excess Reduction Cover taken is not transferable to the replacement vehicle.
- g)** For the purposes of this clause 12, 'damage' includes any and all damage to third party property (including vehicle(s), damage to the Vehicle including tyres and windscreens, towing and recovery costs, theft, fire, break-in or vandalism costs and the cost of the daily rental rate for the Vehicle for the period the Vehicle is unavailable for hire by JUCY due to repair.
- h)** Where the car has been returned during or outside office hours and the vehicle has undiscovered damage to the windscreen or body that has not been reported or is not covered by the customer's chosen excess reduction cover, the customer will be charged and contacted summarizing the cost of repairs

13. JUCY'S LIABILITY

- a)** JUCY shall hire the Vehicle and supply any services pursuant to this Agreement:
- i)** on the terms and conditions expressly set out in this Agreement; and
- ii)** subject to non-excludable rights under consumer protection laws.
- No other terms or rights apply.
- b)** Except as set out in the paragraphs below, JUCY accepts its liability to you for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under consumer protection laws.
- c)** As the hire of the Vehicle and any services JUCY may provide pursuant to this Agreement is provided to the Customer for the primary purpose of personal, domestic or household use, JUCY does not accept liability to the Customer for losses that result from the use of you're the Vehicle or any of JUCY's services in connection with the conduct of a business. However, we will accept that liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, JUCY limits its liability to resupplying, repairing or replacing the Vehicle or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so.
- d)** JUCY is not liable for any loss to the extent that it is caused by the Customer (for example, through the Customer's negligence or breach of contract).
- e)** JUCY is not liable for any loss to the extent that it results from the Customer's failure to take reasonable steps to avoid or minimise the Customer's loss.
- f)** JUCY is not liable for any loss caused by JUCY failing to comply with its obligations in relation to the hire of the Vehicle or provision of any services where such loss is caused by events outside its reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).
- g)** The liability JUCY accepts to the Customer under this clause 13 includes liability for our agents according to the principles of vicarious liability at common law.
- h)** This clause 13 will survive termination of this Agreement.

14. ADDITIONAL HIRE COSTS

- a)** The first driver is free. Additional drivers may be specified for a fee of \$1 per day per driver unless the STRESS-FREE Excess Reduction Cover is taken in which case there will be no additional fee.
- b)** One way hires between Auckland City and Auckland Airport may incur a \$45 relocation fee. A one way fee may apply for south bound hires
- c)** Baby seats, roof racks and snow chains can be requested at the time of reservation at a cost of \$40 each per rental. All items are subject to availability.
- d)** When returning vehicles after hours please note that vehicles must be returned to the branches, not the airport terminal car parks. The vehicle also remains the responsibility of the customer until such time as JUCY takes back possession of the vehicle during standard operational hours.
- e)** A \$10 premium location fee applies for all bookings collecting from Auckland Airport, Wellington and Christchurch Airport and NZ\$15.00 from Queenstown Airport and Dunedin Airport.
- f)** A Diesel Road User Tax applies to all diesel vehicles in New Zealand. The tax will be calculated and charged upon return of the vehicle hire based on the kilometres travelled during the hire. The cost can be obtained from the Reservations or branch team members. The owner reserves the right to amend the Diesel Road User Tax upon Government intervention.
- g)** After Hours pickups are available on request only. A fee of \$30 applies for After Hours pickups at Auckland Airport and Christchurch Airport. At Auckland Airport the customer is responsible for airport car parking costs. For all After Hours pickups a Rental Agreement must be

completed and returned to JUCY at least 48 hours prior to travel

- h)** GPS - (SATELLITE NAVIGATION UNIT)
- i)** The Customer is liable for misplacing or damaging the GPS unit, mount, charger and carry case to a maximum charge of \$300.
- ii)** JUCY is not responsible for any harm, damage, loss or misadventure that occurs as a result of the use or misuse of the GPS unit.
- iii)** The Customer agrees to follow all safety and usage guidelines provided by the GPS manufacturer and/or JUCY.

15. TOLL NOTICES & INFRINGEMENT FEES

- a)** The Customer is liable for all infringement notices received in respect of offences committed during the Term of Hire, including in connection with any fines or charges for traffic offences and speeding offences, any failure to comply with directions given by a traffic signal, any toll offences, any parking offences and freedom camping offences.
- b)** In the event that JUCY receives notice of an infringement and/or fine, JUCY may (in its absolute discretion) itself, or JUCY may engage a subcontractor to, either:
- i)** transfer that infringement and/or fine into the Customer's name and charge the Customer an administration fee for each infringement incurred of \$60 including GST for costs associated with the process; or
- ii)** debit the Customer's credit card for the amount of the infringement and/or fine and charge the Customer an administration fee for each infringement or fine processed at a rate of \$60 including GST per infringement or fine being in respect of costs associated with the process.
- c)** The Customer is hereby notified that, if JUCY (itself or by its appointed subcontractor) proposes to debit the Customer's credit card for an infringement and/or fine:
- i)** JUCY will send (or have sent) to the Customer, including by email to the address set out in the Rental Agreement, a copy of the relevant infringement or fine notice and any reminder notice as soon as practicable after it is received by JUCY;
- ii)** the Customer may have the right to challenge, query or object to the alleged offence to the authority that issues the infringement notice or a court (details of the relevant process should be provided on any infringement notice or fine);
- iii)** The customer may have the right to seek a court hearing (within such as specified on the notice of infringement or fine); and
- iv)** the Customer has the right to dispute the matter with the credit card issuer.
- The administration of the transfer of liability or recovery of infringement fines and charges, debiting of administration fees and related processes by JUCY may be undertaken by VMS (New Zealand) Limited and its related entities as agent for and on behalf of JUCY

16. JUCY'S OBLIGATIONS

- a)** JUCY shall make the Vehicle available to hire by the Customer at the nominated time on the Start Date at the Collection Point in a safe and roadworthy condition.
- b)** JUCY shall provide all booking agents with updated terms and conditions and Vehicle specifications. Any discrepancies regarding the terms and conditions and/or Vehicle category must be addressed via the original booking agent. =

17. MECHANICAL REPAIRS, ACCIDENTS and EQUIPMENT FAILURE

- a)** If there is an equipment defect or mechanical failure of the Vehicle during the Term of Hire, the Customer must notify JUCY as soon as practicable and in any event within 24 hours from the time the Customer has knowledge of the defect or failure in order to give JUCY the opportunity to rectify the problem during the Term of Hire.
- b)** The Customer may contact JUCY by telephone on Toll Free 0800 399 736 (+64 9 929 2462 option 5).
- c)** JUCY reserves the right not to accept liability for any claims submitted after the period specified in clause 17(a) unless the Customer is able to give a reasonable excuse (in the absolute discretion of JUCY) as to the failure to provide notice within such period.
- d)** All vehicles are registered with the Automobile Association (AA) for 24 hour roadside assistance. Phone AA Toll-Free 0800 734 543. This service covers all Mechanical and Non-Mechanical breakdowns. All Mechanical breakdowns are covered by JUCY relevant Roadside Assistance program and include the following:
- Engine faults
 - Electrical faults
 - Cooling system
 - Vehicle recovery
- All Non-Mechanical breakdowns are subject to the relevant call out fees charged by the AA to the customer are not covered by Stress Free Excess Reduction Cover and include but are not limited to the following:
- Out of fuel / incorrect fuelling of the vehicle.
 - Wheels and tyres
 - Keys being lost, broken or locked inside the vehicle.
 - Flat batteries.
 - A breakdown as a result of damage caused in an accident, including salvage
- The AA service operates 24 hours, however for mechanical repairs outside office hours (including weekends and public holidays), some delays may occur.
- e)** The Customer must ensure that no persons interfere with the distance recorder or speedometer, or (except in an emergency) any part of the engine, transmission, and braking and/or suspension systems of the Vehicle.
- f)** In the event of any accident or incident involving the Vehicle, the

Customer must:

- (i)** notify JUCY of the full circumstances as soon as practicable and in any event within 24 hours from the time of the accident or incident;
 - (ii)** notify the appropriate **New Zealand Emergency Services (Police, Ambulance, Fire) by calling '111'** if the accident or incident involves an injury;
 - (iii)** record full details of all parties, witnesses to, and vehicles involved in, the accident or incident;
 - (iv)** prepare a written statement of the facts signed by all parties; and
 - (v)** obtain a copy of any relevant Police report.
- g)** In the event of an accident or incident involving the Vehicle, the Customer must not:
- (i)** make any admission of liability; or
 - (ii)** arrange or undertake any repairs or salvage without JUCY's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle and/or to other property;
 - h)** The availability of a replacement vehicle is not guaranteed and is subject to availability, Customer's location, accident liability and remaining hire duration.
 - (i)** Additional Customer charges may be incurred including as follows:
 - (i)** if a replacement vehicle is required as a result of an accident, the Customer is responsible for making their own way to the relevant JUCY branch or pickup location;
 - (ii)** the Customer is responsible for the cost of transporting the Customer and any accompanying passengers away from the accident location;
 - (iii)** Provided JUCY has complied with clause 16(a), the Customer must pay for any costs relating to delivery of a replacement vehicle required as a result of any of the exclusions listed in clause 11. These costs apply irrespective of any Excess Reduction Cover applicable to this Agreement.
 - (iv)** In the event that a replacement vehicle is given due to an accident, any Excess Reduction Cover is not transferable to the replacement vehicle.
 - j)** Without limiting any other provision of this agreement, in the event of an accident, breakdown or equipment failure, if a replacement vehicle is not available or accessible to the Customer, JUCY will not be liable for any resulting accommodation or living expenses that are incurred, nor personal expenses for missed activities unless such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this agreement by or the negligent act, error or omission of JUCY.
 - k)** Any mechanical or towing expenses required for the Vehicle must be authorised by JUCY prior to the repairs or towing taking place or permitted in accordance with clause 17. Otherwise, JUCY reserves the right to hold the Customer liable for such costs.
 - l)** No replacement vehicle will be provided without receipt of a completed damage claim form where one is required by JUCY. An additional Damage Administration fee of \$75 (inclusive of GST) will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the Customer elects to use JUCY Excess Reduction Cover or has made their own travel Insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the Customer's fault.
 - m)** If any compensation is approved by JUCY due to an accident, breakdown or equipment failure, JUCY by agreement may compensate the Customer the proportionate daily rental rate for the period during which the Vehicle could not be used for its intended purpose. Please note that Daily excess reduction costs will not be included in any compensation

18. USE OF THE VEHICLE

The customer shall not use or permit the vehicle to be used for the carriage of passengers for hire or reward, unless the vehicle is hired with the knowledge of JUCY for use in a passenger service licence under Part 4A of The Transport Services Licensing Act 1989.

- a)** The Customer shall not:
- (i)** drive or use the Vehicle (or permit the Vehicle to be driven or used) otherwise than in a prudent and cautious manner. For the purposes of these terms and conditions, a single vehicle rollover shall be considered a breach of this clause 18(a);
 - (ii)** Use or permit the Vehicle to be used for the carriage of passengers for hire or reward, unless JUCY has given its prior written consent;
 - (iii)** Sublet or hire the Vehicle to any other person;
 - (iv)** Permit the Vehicle to be operated outside the Customer's authority;
 - (v)** Operate the Vehicle, or permit it to be operated in any race, speed test, rally or contest;
 - (vi)** 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
 - (vii)** 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;
 - (viii)** Drive or permit the Vehicle to be driven by any other person that is not the holder of a current driver's licence appropriate for the Vehicle; or
 - (ix)** Use the Vehicle for the purpose of a courier or delivery service.
- b)** JUCY values well-being of the Customer and the occupants of the Vehicle and, for safety purposes, JUCY reserves the right, at its sole discretion, to restrict Vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated

destinations in relation to the length of hire period. JUCY will advise you on pick up of any travel restrictions known at that time.

19. RETURN OF THE VEHICLE

- a)** The customer shall at or before the expiry of the term of hire, deliver the vehicle (including Vehicle keys) to the branch or Return Location stated in the Rental Agreement, or, subject to these Terms and Conditions, obtain JUCY's consent to the amendment or continuation of the hire. (Note: No refund is available to the Customer if the Vehicle is returned earlier than the Return Date stated in the Rental Agreement).
- b)** In the event of any unauthorised extension to the Return Date, JUCY reserves the right to charge the current daily rental rate for each day until the Vehicle is returned and an additional late return fee of up to \$500 (inclusive of GST). In the event of any unauthorised change to the Return Location, JUCY reserves the right to charge an additional relocation fee of up to \$500 (inclusive of GST).
- c)** JUCY may charge the Customer a cleaning fee of up to \$250 (inclusive of GST) if, in the reasonable opinion of JUCY, the Vehicle is not returned in a clean and tidy condition.
- d)** JUCY may charge the Customer a fee of up to \$500 (inclusive of GST) for failure by the Customer to empty the grey water or toilet cassette (if applicable) from the Vehicle.
- e)** Except where the Customer has pre-purchased gas or fuel, failure to return the Vehicle with full petrol, diesel and/or LPG tanks will result in a \$20 administration fee in addition to the cost of refilling the fuel.

20. BREACH OF CONTRACT

JUCY shall have the right to terminate the hire and take immediate possession of the Vehicle if the Customer fails to comply with any of the terms and conditions of this Agreement or if the Vehicle is damaged. The termination of the hire under the authority of this clause 19 shall be without prejudice to the other rights of JUCY or the Customer under this Agreement or otherwise at law

21. PPSR

- a)** The following terms have their respective meanings in the Personal Property Securities Act 1999 (PPSR) – financing statement, interested person, register, proceeds, security agreement and security interest.
- b)** The Customer acknowledges that:
 - (i)** by hiring the Vehicle from JUCY, the Customer may be granting a security interest in the Vehicle (and any proceeds) to JUCY, and that this Agreement may constitute a security agreement;
 - (ii)** any security interest arising under this Agreement attaches to the Vehicle when the Customer obtains possession of the Vehicle and not at any other time; and
 - (iii)** JUCY may perfect its security interest by lodging a financing statement on the PPSA register.
- c)** JUCY does not need to give you any notice under the PPSA (including a notice of a verification statement) unless the notice is required by the PPSA and that requirement cannot be excluded.
- d)** You must do anything reasonably required by JUCY to enable JUCY to register its security interest, with the priority it requires, and to maintain the registration.

22. GENERAL PROVISIONS

- a)** The Customer acknowledges that JUCY retains title to the Vehicle at all times. The Customer must not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let or hire or otherwise part with or attempt to part with the possession of the Vehicle.
- b)** The Customer warrants that all information supplied by them to JUCY in connection with Agreement is true and correct.
- c)** All charges and expenses payable by the Customer under this Agreement are due on demand by JUCY including any collection costs and reasonable legal fees incurred by JUCY.
- d)** JUCY may vary this Agreement at any time, however where a booking has been confirmed, the terms and conditions applicable at the time of confirmation will continue to apply to that booking.
- e)** The Customer must not assign, transfer or novate this Agreement or any rights or obligations under this Agreement, without the prior written consent of JUCY. The Customer authorises JUCY to sub-contract the provision of any of the services under this Agreement as JUCY may require in its absolute discretion from time to time and at any time.
- f)** If we waive any rights available to us under this Agreement on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- g)** To the extent that any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. In the event this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses as the case may be) which will continue in full force and effect.
- h)** In this Agreement, **including** and **includes** are not words of limitation.
- i)** The Terms and Conditions:
 - (i)** do not create a relationship of principal and agent, joint venture, partnership or fiduciary relationship between the parties.

23. PRIVACY

JUCY may collect information about the Customer in connection with the performance of this Agreement. JUCY may not be able to perform this Agreement if all the information requested is not provided. Information collected and held about the Customer may be used by JUCY in connection with the performance of its obligations under

this Agreement. JUCY may disclose such information to its related bodies corporate and contractors for the purposes of performing this Agreement. Your personal information may be disclosed to overseas recipients. JUCY, its related bodies corporate and associated entities conduct operations in the United States of America, the United Kingdom and Australia. Your personal information may be sent to such entities and/or stored on servers in such countries. Such information will be stored in accordance with applicable privacy policies and procedures. Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information. JUCY will comply with the Privacy Act 1993 and any applicable regulations and codes in connection with the collection and use such information.

24. DISPUTE RESOLUTION

- a)** If you believe there has been an error in your account or if you have any feedback, our staff at the branch will use reasonable endeavours to rectify the error or resolve the issue.
- b)** If your concerns are not resolved to your satisfaction you may make a complaint to JUCY over at one of our branches, over the telephone, by email or by post. JUCY will then refer the matter to our internal complaint handling process.
- c)** Upon receipt of a Customer's complaint, JUCY will acknowledge receipt of the complaint. JUCY will try to resolve a Customer's complaint at the time it is raised. However, if JUCY needs to investigate a Customer's complaint further, JUCY will investigate the matter and will aim to resolve the complaint or inform the Customer what it is doing to resolve the complaint within 14 days of receipt of the complaint.
- d)** The time JUCY spends investigating a complaint is determined by its seriousness and complexity. JUCY is committed to resolving all complaints within 14 days of receipt of the complaint.
- e)** Once JUCY has resolved any complaint with the Customer, JUCY will aim to finish all steps to deliver that resolution within 14 days. JUCY will only implement a resolution once it has been accepted by the Customer.
- f)** If JUCY is not able to resolve a complaint within the timeframes set out above, JUCY will contact the Customer and explain the reason for the delay and give the Customer a new timeframe for resolution.
- g)** If the Customer is not happy with how the Customer's complaint has been resolved, the Customer has a number of options. JUCY may escalate the complaint and review the resolution the Customer was offered. This may involve an escalation to the next level of management. There may be external dispute resolution options available to the Customer and you may refer trade practices issues to the New Zealand Consumer Affairs.
- h)** Complaints may be made and the progress of a complaint may be checked by contacting JUCY by any of the following means:
 - (i)** by email: feedback@jucyworld.com
 - (ii)** by post: Feedback, JUCY Rentals, PO Box 68199, Newton, Auckland 1145
 - (iii)** by telephone: 0800 399 736 (toll free) or +64 9 929 2462

