



Terms and Conditions of Rental – New Zealand

Effective: 01 February 2025

1. Rental Contract

This document outlines the terms and conditions of the Rental Contract which forms the agreement between the person/legal entity signing this document (You) and Luxcar Rental Ltd (Us).

1.1. This Rental Contract You have entered includes:

- a) The rental document for the hire of the Vehicle (**Rental Agreement**);
- b) The Luxcar Privacy Policy; and
- c) These terms and conditions of rental (**Terms and Conditions**).

1.2. We agree to hire You the vehicle (Vehicle) as per conditions outlined in the Rental Agreement.

1.3. The period outlined in the Rental Agreement (Rental Period) commences on the date You pick-up the vehicle and ends on the date You return the vehicle.

1.4. We reserve the right to provide an alternative vehicle if the Vehicle is unavailable.

1.5. We may terminate the Agreement if You damage the Vehicle or if You fail to comply with the Terms and Conditions.

1.6. Any termination of the Agreement shall in any event be without prejudice to any rights and obligations of the parties accruing during the period prior to the date of termination.

2. Rental Period

2.1. You must return the Vehicle to Us at the agreed location by the date and time outlined in the Rental Agreement.

2.2. If You do not comply with the Rental Period:

- a) We may report the Vehicle as stolen to the Police; and
- b) You will be responsible for all costs and losses incurred until We have recovered the Vehicle.

2.3. You can extend Rental Period if:

- a) You provide Us notification at least 24 hours prior to the end of the Rental Period; and
- b) We provide You written approval prior to the end of the Rental Period.

2.4. If You return the Vehicle early or cancel the Agreement, there are no refunds or transfers.

3. Payments

3.1. At the start of the Rental Period, You must pay Us the amount outlined in the Rental Agreement and authorise Us to charge any payable amounts by You to this account.

3.2. We reserve the right to charge, and You authorise Us to charge, a deposit of NZ \$1,000 as security.

3.3. You or the primary cardholder must be present to collect and return the Vehicle unless We have approved an alternative agreement.

3.4. You are responsible for all toll charges, speeding or other infringement fines or parking fees similar incurred during the Rental Period. If a notice is received by Us:

- a) You must pay any fees and costs due including an administration fee in relation to the notice if immediate payment is not received;
- b) We will transfer the liability to You as the Authorised Driver, providing the relevant authority your name, address, date of birth and driver licence number;
- c) If we are unable to transfer the liability, You authorise us to charge You for the amount of the infringement plus a \$60 (GST included) administration fee;
- d) You will be charged an administration fee of up to \$60 (GST included) to cover the costs associated with transferring liability or to settle any outstanding charges, fines or fees incurred; and
- e) We reserve the right to refer Your account to a debt collection agency and You will be liable for but not limited to administration fees, legal fees, collection agency fees and bank fees.

3.5. At the end of the Rental Period, You must pay outstanding amounts, including:

- a) Any additional Rental Charges;
- b) Damage Excess;
- c) All toll charges, speeding or other infringement fines or parking fees incurred.

3.6. If You fail to pay Us any amount due at the end of the Rental Period, You must also:

- a) Pay Us interest at 10% (compounded daily) on the total amount owing starting from 7 days from the due date until payment is made; and
- b) Pay Us an administration fee of \$60 (GST included).

4. Damage Cover and Damage Excess

4.1. If there is Damage, theft of the Vehicle or Third Party Loss, You must pay up to the Damage Excess as outlined in the Rental Agreement.

4.2. If You have elected to have Damage Cover included in Your Rental Charges, You will be exempt from the Damage Excess if You provide us with the following details:

- a) The name, residential address, contact phone and licence number of any person involved (Third Party);
- b) The registration numbers of all vehicles involved;
- c) An accurate written and diagrammatic description of the Accident and location;
- d) The names of attending police officers and the stations at which they are based; and
- e) 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.

4.3. You will have no Damage Cover if You use the Vehicle in an area or manner which breaches the Rental Contract.

4.4. Damage Cover excludes the following:

- a) Use the Vehicle in an area or manner which breaches the Rental Contract;
- b) Damage or Third Party Loss due to the Vehicle being driven, in Our reasonable opinion, contributed to or caused the Third Party Loss;
- c) Damage or Third Party loss caused by someone driving other than You, unless the driver was previously authorised by Us;
- d) Damage caused by total or partial immersion of the Vehicle into water;
- e) Damage caused by using fuel other than the specified type;
- f) The cost of replacing or repairing any accessories supplied by Us including, but not limited to lost keys, inflation kits and roof boxes;
- g) Damage to the overhead of the Vehicle;
- h) Damage caused by failing to return the vehicle for any inspection or servicing requirements when requested; and
- i) Your personal property that is stolen from the Vehicle during the Rental Period or left in the Vehicle after the it is returned.

4.5. The Damage Excess shown in the Rental Agreement is payable if:

- a) There is Damage, theft of the Vehicle or Third Party Loss; and
- b) Subject to the aforementioned Damage Cover.

5. Your Obligations

5.1. You agree to:

- a) Acknowledge and comply with the Terms and Conditions;
- b) Ensure that the Vehicle is only driven by You or another Authorised Drivers approved by Us;
- c) Carry Your valid Driver's Licence in the Vehicle at all times and will present it on demand to any enforcement officer;
- d) Take all reasonable care when driving and parking the Vehicle;
- e) Use the correct fuel type;
- f) Inflate the tyres to the correct pressure when required;
- g) Keep the Vehicle locked and secured when not in use and the keys under Your personal control at all times;
- h) Not interfere with the Vehicle's engine, transmission, braking or suspension systems; and
- i) Immediately notify Us when a dashboard warning light is illuminated.

5.2. At the start of the Rental Period, You must fully inspect the Vehicle to confirm any pre-existing damage is recorded as shown in the Rental Agreement prior to leaving our premises.

5.3. During the Rental Period, You must:

- a) Properly adjust and fasten Your seat belt to comply with all mandatory laws;
- b) Keep a copy of the Rental Contract throughout the Rental Period;

5.4. During the Rental Period, You must not:

- a) Use the Vehicle if it is damaged or unsafe;
- b) Allow the Vehicle to be driven by any person without a valid Driver's License for the Vehicle at the time;
- c) Operate the Vehicle or allow it to be operated in circumstances that is a breach of the relevant transport legislation, regulations, rules or bylaws relating to road traffic; such as driving under the influence of alcohol or drugs or excessive speed and or in a dangerous manner;
- d) Operate the Vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- e) Use the Vehicle for any illegal purpose;
- f) Use the vehicle to carry or transport illegal drugs or substances;
- g) Sell, rent, sublet or dispose of the vehicle to any other person;
- h) Use the vehicle for the transport of passengers, goods or property for hire, or reward without prior approval from Us;
- i) Register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999;
- j) Drive or allow the Vehicle to be driven at any Prohibited Areas listed by Us (see clause 7.0 of these Terms), or on any beach, river crossing, unsealed unmarked roads or surfaces likely to cause damage to the Vehicle;
- k) Allow the Vehicle to be operated outside Your authority or any person who is not an Authorised Driver;
- l) Operate the Vehicle or allow it to be operated to propel or tow any other vehicle;
- m) Transport any animal in the Vehicle (with the exception of guide dogs for visually impaired people); or
- n) Allow any person to smoke cigarette or vape inside the Vehicle.

5.5. At the end of the Rental Period, You must:

- a) Return the Vehicle to Us as per agreed date, time and location set in the Rental Agreement;
- b) In the same condition as confirmed at the start of the Rental Period, subject to reasonable wear and tear; and
- c) Delete any personal information You authorised to the Vehicle during the Rental Period.

5.6. If the Vehicle is returned to Us 30 minutes later than the agreed time, You will be charged for an additional full day's usage.

5.7. The Vehicle may only be operated by You and the Authorised Driver(s), and only if they are over 21 years of age and have held a current full valid Driver's Licence written in English & appropriate for the Vehicle for at least two years. If requested, You must produce a certified English translation of their driver's licence and or an international driver's licence. Any false or misleading information supplied is a breach of the Rental Contract.

6. Towbar

6.1. If We have fitted a towbar to the Vehicle, it may be only be used to fit a bike rack.

6.2. There is no Damage Cover for the goods or property carried on the towbar, whether owned by You or a Third Party, and You agree to fully indemnify Us for any claim for Third Party Loss arising from the use of a trailer that occurs during the Rental Period.

7. Prohibited Areas

7.1. You **must not** take the Vehicle to the following Prohibited Areas without prior consent:

- a) Any unformed roads (all 4WD tracks) and/or roads other than asphalt or metal;
- b) Within a Snow Area unless Snow Cover has been purchased;
- c) Between the North and South Islands;
- d) Onto any island that is off mainland New Zealand;
- e) Onto any beach or area exposed to salt water;
- f) Through any river, stream, creek, river bed or tidal crossing;
- g) Through flood waters or flood prone roads which make the use of the Vehicle unsafe;
- h) Through any road where the police or government or statutory authority has issued a warning, caution or which has been closed;
- i) Any road or surface likely to cause damage; or
- j) The following roads:
 - i) Skipper's Canyon (Queenstown);
 - ii) Te Pahi stream bed;
 - iii) Ninety Mile Beach (Northland);
 - iv) The road to Macetown;
 - v) Tasman Valley Road (old Ball Road);
 - vi) Matukituki Road beyond the Treble Cone access road turn off;
 - vii) Glenorchy-Paradise Road beyond Priory Road turn off;
 - viii) Deer Park Heights (432 Peninsula Rd, Queenstown);
 - ix) Ball Hutt (Mt Cook);
 - x) All roads north of Colville (Coromandel Peninsula); and
 - xi) Tapu to Corolgen road (all parts east of Rapaura Gardens).

8. Our Obligations

8.1. We will supply the Vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

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

8.3. Our aggregate liability under this agreement will not exceed an amount equal to the rental charges paid by You to Us in the last 12 months.

8.4. If an inspection of the Vehicle at the end of the Rental Period cannot be performed with You, We will use our best endeavours to confirm the condition of the returned Vehicle within 5 hours.

9. Accidents

- 9.1. You must report Accidents or theft of the Vehicle to Us by telephone as earliest as reasonably practicable but in no case more than 24 hours of the occurrence.
- 9.2. You must complete an Incident Report Form with as much information as reasonably practicable and submitted to Us without 7 days of the accident.
- 9.3. The Police must be notified immediately if:
 - a) A person is injured;
 - b) The Vehicle is stolen;
 - c) The other party failed to stop or exchange details; or
 - d) A driver appears to be under the influence of alcohol or drugs.
- 9.4. Following an Accident, You must:
 - a) Exchange details with the other party including:
 - i) Name;
 - ii) Address;
 - iii) Phone number;
 - iv) Email;
 - v) Photo of Driver's Licence;
 - vi) Vehicle registrations details;
 - vii) Insurance company details;
 - viii) Photo of the Accident; and
 - ix) Details of any witnesses.
 - b) Notify Us by telephone.
 - c) Acting reasonably, We reserve the right not to replace the Vehicle if it is involved in a major Accident or major Damage or You have breached the Rental Contract.

10. Mechanical Repairs

- 10.1. 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.
- 10.2. 24 Hour Roadside Assistance is free for all inherent mechanical faults in the Vehicle (as determined by Us or its authorised repairer). For all other roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the Vehicle, a service fee will be Payable by You.
- 10.3. If We authorize a repair, You must keep and produce to Us the original tax invoices and receipts for any repairs, towing or salvage and You will be reimbursed only if these expenses have been authorised by Us. Any entitlement to reimbursement is subject to there being no Serious Breach of the Rental Contract.
- 10.4. Acting reasonably, We reserve the right to decide whether another Vehicle will be supplied at what cost and location.

11. Payments due and termination

- 11.1. If there is a Serious Breach of the Rental Contract, a reckless breach of road or traffic legislation or 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:
 - a) You **must** pay for:
 - i) Damage caused, including Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
 - ii) Loss or replacement 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) Recovery costs and fees payable for the release of the Vehicle if it has been impounded by a responsible authority;
 - vii) Roadside assistance;
 - viii) Administrative and legal costs of recovery; and

- ix) The Rental Charges; and
- b) Acting reasonably, We may terminate the Rental Contract and recover and take possession of the Vehicle. In the event of such termination or repossession, You have no right to a refund of any part of the rental charges. The termination of a hire shall be without prejudice to any other rights or remedies for You and Us under this Rental Contract or otherwise.

12. Applicable law

- 12.1. New Zealand law governs the Rental Contract.
- 12.2. Your consumer rights apply as per The Fair Trading Act 1986 and the Consumer Guarantees Act 1993.

13. Privacy Policy

- 13.1. Personal Information.
 - a) The Privacy Policy forms part of the Rental Contract.
 - b) By entering into the Rental Contract with Us You represent to Us that You have read and understood the Privacy Policy.
 - c) You consent to Us collecting, using and disclosing Your Personal Information in accordance with the Privacy Policy.
- 13.2. GPS Tracking.
 - a) To maintain and protect the Vehicle, We may connect the Vehicle to the manufacturer's application to enable Us to monitor the condition, performance and operation of the Vehicle remotely. This information may be used during and after the Rental Period.
 - b) You are authorising Us and consenting to Our use of this application with this Rental Agreement.