

Load & Go Limited

NZBN 9429047944367

Terms and Conditions of Hire

1 Introduction

- 1.1 Your contract to hire a Vehicle from Load & Go Limited or one of Our agents (**Rental Contract**) consists of:
 - (a) the agreement (**Rental Agreement**) You have signed to hire the Vehicle from Us; and
 - (b) these rental Terms and Conditions (**Terms and Conditions**).
- 1.2 The laws of New Zealand govern the Rental Contract and You agree that New Zealand courts have non-exclusive jurisdiction to determine any dispute that arises between You and Us.
- 1.3 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.
- 1.4 We may 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 Who may drive the Vehicle?



IMPORTANT NOTICE

A breach of any part of this clause 2 is a Major Breach of the Rental Contract. See clause 14 for further details.

- 2.1 Only You or an Authorised Driver can drive the Vehicle. The Authorised Driver **must**:
 - (a) be named on the Rental Agreement at the time of hire; and
 - (b) sign their acceptance of these Terms and Conditions before driving the Vehicle.

Allowing anyone who is not an Authorised Driver to drive the Vehicle constitutes a Major Breach of the Rental Contract that excludes You and any Authorised Driver from all entitlement to Damage Cover indemnity under clause 9 of these Terms and Conditions.
- 2.2 We set a minimum and maximum age limit for those renting Our Vehicles. You and any Authorised Driver **must** be at least 21 and not over 85 years of age and have no less than 12 months driving experience on a full licence, unless We have agreed to a variation of that restriction before the Start of the Rental and it is shown in the Rental Agreement.
- 2.3 You and any Authorised Driver **must** also have a valid licence to drive the Vehicle with photo identification and which is:
 - (a) issued in New Zealand written in English (with a valid International Driving Permit or an approved translation into English if the licence is not issued in English);
 - (b) appropriate for the class of the Vehicle; and
 - (c) not subject to any restriction or condition.
- 2.4 Learner drivers and provisional and probationary licence holders are not acceptable and must not drive the Vehicle.
- 2.5 The Vehicle **must not** be driven if Your licence or the licence of any Authorised Driver has been cancelled within 2 years of the date of the Rental Agreement.
- 2.6 The Vehicle **must never** be driven by You or an Authorised Driver who has provided a false or misleading name, age, address or driver's licence.
- 2.7 It is Your responsibility to ensure that all employees, representatives and agents have a valid driver's licence, that they meet the requirements of this clause 2 and they are named on the Rental Agreement.

3 Prohibited Use



IMPORTANT NOTICE

A breach of any part of this clause 3 is a Major Breach of the Rental Contract. See clause 14 for further details.

- 3.1 The Vehicle **must not** be driven by You or any Authorised Driver:
 - (a) whilst intoxicated or under the influence of drugs or alcohol or with a blood alcohol content or level of drugs present in blood, urine or oral fluid that exceeds the limit set by law;
 - (b) recklessly or dangerously; or
 - (c) whilst the Vehicle is damaged or unsafe.
- 3.2 You and any Authorised Driver **must not**:
 - (a) fail or refuse to undergo any breath, blood, urine or oral fluid test or drug impairment assessment;
 - (b) use the Vehicle:
 - (i) for any illegal purpose;
 - (ii) to move dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities above that used for domestic purposes;

- (iii) to convey, propel, push, boost or tow any trailer, boat, other vehicle, or any other object without Our prior written approval;
 - (iv) to carry any load which is incorrectly loaded or secured or is in excess of that for which the Vehicle was manufactured without Our prior written approval;
 - (v) to carry illegal drugs or substances;
 - (vi) in connection with the motor trade for experiments, tests, trials or demonstration purposes; or
 - (vii) in an unsafe or un-roadworthy condition.
- 3.3 You and any Authorised Driver **must not**:
- (a) damage the Vehicle deliberately or recklessly or allow anyone else to do so;
 - (b) modify the Vehicle in any way;
 - (c) sell, rent, lease, sublet or dispose of the Vehicle; or
 - (d) register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999.
- 3.4 You and any Authorised Driver **must not** use the Vehicle to carry:
- (a) passengers for hire, fare or reward or for rideshare purposes;
 - (b) more than the number of passengers for which the Vehicle is licenced; or
 - (c) any load that exceeds the limits for which the Vehicle was designed, constructed, registered or licenced.
- 3.5 You and any Authorised Driver **must not** use a mobile phone or a GPS unit whilst the Vehicle is in motion or stationary; but not parked unless the body of the phone or GPS unit is affixed to the Vehicle and the phone or GPS unit is not being held or touched at any time whilst being used.

4 Prohibited areas of use



IMPORTANT NOTICE

A breach of any part of this clause 4 is a Major Breach of the Rental Contract. See clause 14 for further details.

- 4.1 The Vehicle **must never** be driven:
- (a) on an Unsealed Road;
 - (b) Off Road; or
 - (c) in any area where snow has fallen or is likely to fall.
- 4.2 The Vehicle **must not** be used in any area that is prohibited by Us. Prohibited areas include:
- (a) roads that are prone to flooding or are flooded;
 - (b) beaches, streams, rivers, creeks, dams and floodwaters;
 - (c) any road where the police or an authority has issued a warning;
 - (d) any road that is closed; and
 - (e) any road where it would be unsafe to drive the Vehicle.
- 4.3 The Vehicle **must never** be driven or used:
- (a) outside a radius of 400 kilometres from the Rental Location; or
 - (b) onto any island that is off mainland New Zealand,
- unless We have given Our prior written permission prior to the Start of the Rental and it is noted on the Rental Agreement.

5 Your obligations



IMPORTANT NOTICE

A breach of any of subclauses 5.5, 5.6, 5.7, 5.8, 5.10, or 5.11 is a Major Breach of the Rental Contract. See clause 14 for further details.

- 5.1 At the Start of the Rental You **must** also inspect the Vehicle to make sure that any pre-existing damage is noted and shown in the Rental Agreement.
- 5.2 You **must** comply with all mandatory:
- (a) 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; and
 - (b) 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.
- 5.3 You **must** ensure that passengers ride only in the cab of the Vehicle in a designated seat.
- 5.4 You and any Authorised Driver **must not**:
- (a) use the Vehicle to transport any pets or animals except assistance animals; or
 - (b) smoke in the Vehicle and You **must** prevent any passenger from doing so.

Additional cleaning and deodorising costs will be charged if You do not strictly comply with this requirement.

- 5.5 You and any Authorised Driver **must** make sure that the Vehicle is locked when not in use or unattended and the keys or remote control device **must** be kept in Your possession, or that of any Authorised Driver, at all times and are never left in the ignition when the Vehicle is unattended.
- 5.6 You and any Authorised Driver **must** take reasonable care of the Vehicle by:
- (a) preventing it from being damaged;
 - (b) making sure that it is protected from the weather;
 - (c) maintaining the engine and brake oils and coolant level and tyre pressures;
 - (d) using the correct fuel type; and
 - (e) making sure it is not overloaded.
- 5.7 You **must** inform Us immediately if:
- (a) a warning light or fault message appears;
 - (b) You see or become aware of low engine or brake oils, or engine coolant levels; or
 - (c) the Vehicle develops any fault during the Rental Period.
- If You fail to notify Us and continue to use the Vehicle You will be responsible for any Damage or Third Party Loss.
- 5.8 You **must not** let anyone else repair or work on the Vehicle or tow or salvage it without Our prior written authority to do so.
- 5.9 Where We have given You Our prior authority to repair the Vehicle 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 Major Breach of the Rental Contract.
- 5.10 You **must not** leave the Vehicle unattended following an Accident and before the arrival of a tow or salvage operator.
- 5.11 You **must** give Us not less than seven (7) days prior written notice of any proposed change of Your ownership and/or any other change in Your details (including but not limited to changes in Your name, address, contact email, phone or fax numbers, any change of trustee or business practice).

6 Infringement offences

- 6.1 You are liable for and must pay all infringement fees and any court fees or costs imposed for an infringement offence where approved vehicle surveillance equipment has detected:
- (a) a speeding offence;
 - (b) an offence in respect of a failure to comply with the directions given by a traffic signal;
 - (c) a toll offence; or
 - (d) an offence arising from parking the Vehicle on any portion of a road in breach of any by the law of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004.
- 6.2 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.
- 6.3 If We receive a reminder notice for an infringement offence We may debit Your credit card for the amount of the infringement fee and We may charge an administration fee if We do.

7 Rental Period, costs and charges

- 7.1 The Rental Agreement shows:
- (a) the Rental Period for which You have hired the Vehicle; and
 - (b) the Rental Charges.
- 7.2 At the Start of the Rental and before collecting the Vehicle You **must** pay the anticipated Rental Charges and the Security Bond ranging from \$200 to \$500.
- 7.3 The Security Bond is fully refundable to You provided that:
- (a) all amounts due to Us under the Rental Contract have been paid, including toll road charges and refuelling costs;
 - (b) the Vehicle has been returned to the Rental Location at the date and time set in the Rental Agreement;
 - (c) there is no Damage or Third Party Loss;
 - (d) the exterior and interior of the Vehicle are clean;
 - (e) the Vehicle has a full tank of fuel; and
 - (f) there has not been a Major Breach of the Rental Contract,
- We reserve the right to retain all or part of the Security Bond if there is a breach of any of these conditions.
- 7.4 At Our sole discretion the Rental Charges shall be either:
- (a) Our current rate, at the date of delivery of the Vehicle, according to Our current price list; or
 - (b) Our quoted Rental Charges (subject to clause 7.5) which shall be binding upon Us provided that You accept in writing Our quotation within thirty (30) days.

- 7.5 We reserve the right to change the Rental Charges:
- (a) if a variation to the Vehicle which is to be supplied is requested (including a change due to Your requirements, changes to pick up and drop off points, etc.);
 - (b) as a result of an increase in Our costs due to changes in statutory, government, or local body charges, taxes, levies, etc. with respect to the Vehicle, which are outside Our control (including, without limitation, increases in the cost of labour or materials, fuel charges or insurance premiums, etc.); or
 - (c) upon one (1) month's written notice to You.
- 7.6 **Hourly or daily**
- We may charge You an hourly or kilometre rate (or a combination of both) as We shall inform You prior to the Start of the Rental and as shown on the Rental Agreement.
- 7.7 **Daily kilometre limit**
- (a) Unless Your rental is hourly, a daily limit as shown in the Rental Agreement applies and for each day You exceed that limit (calculated over the Rental Period) You will incur an additional fee per kilometre as shown in the Rental Agreement
 - (b) For hourly rentals, there are no free kilometres and an additional fee per kilometre as shown in the Rental Agreement applies to Your rental.
- 7.8 **Responsibility for costs**
- We are responsible for all ordinary and extraordinary costs of running the Vehicle during the Rental Period except to the extent that by the terms of the Rental Contract those costs are payable by You.

8 Return of the Vehicle

- 8.1 You **must** return the Vehicle:
- (a) to the same Rental Location from which the Vehicle was collected;
 - (b) on the date and by the time shown in the Rental Agreement;
 - (c) in the same clean (washed) and tidy condition at the expiry of the Rental Period or a surcharge for cleaning may be imposed for such cleaning. No refund can be made until the Vehicle has been cleaned and inspected for any Damage;
 - (d) in the same mechanical condition (except for normal wear and tear and not including windscreen and tyre Damage) together with all tools, accessories, tyres and equipment;
 - (e) fuelled with the correct grade and amount of fuel equal to that at the commencement of the Rental Period. A fuel receipt must be shown and correct on return or any deposit paid may be withheld until correct operation of the Vehicle is confirmed. Should the incorrect grade of fuel be in the Vehicle, You will be charged for any repair cost and where the fuel level is less than originally supplied in the Vehicle, You will also be charged for any shortfall in fuel quantity;
 - (f) If You fail to return the Vehicle, We may terminate the Rental Contract and 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; and
 - (g) If You return the Vehicle earlier than the date shown in the Rental Agreement the daily rate payable may in Our sole discretion be adjusted as higher daily rates apply to shorter rentals.
- 8.2 If You require an extension of the Rental Period You must contact Us or the Rental Location from which the Vehicle was hired directly by phone, as extensions cannot be requested by email, text or letter as they are subject to availability.
- 8.3 When a Vehicle is left at any other place than the Rental Location the termination of the Rental Contract shall be when the Vehicle inspection has occurred at the time of the collection by Us and You are responsible for Damage to the Vehicle up until this time of termination, inspection, and collection.
- 8.4 If You return the Vehicle:
- (a) with less than a full tank of fuel a refuelling charge of \$55 (including GST) plus the cost of the fuel charged in quarter tank increments, will apply;
 - (b) more than 20 minutes after the date and time set for its return in the Rental Agreement, We will charge You the current hourly rate up to one full day's rental and a further full day's rental at the standard rate for each 24 hour period or part thereof until the Vehicle is returned to Us; or
 - (c) at any time outside Our normal business hours You must pay for the daily Rental Charges and all Damage until the Rental Location next opens for business unless We have agreed to an alternative or after business hours drop off and it is shown on the Rental Agreement.
- 8.5 At the End of the Rental You must pay:
- (a) the balance of the Rental Charges (if any);
 - (b) the Damage/Loss Excess if there is Damage or Third Party Loss as a result of an Accident or the Vehicle is stolen;
 - (c) any costs We incur, including extra cleaning costs under clause 5.4, in reinstating the Vehicle to the same condition it was in at the Start of the Rental, fair wear and tear excluded;
 - (d) for all Damage arising from a Major Breach of the Rental Contract;

- (e) for all Overhead Damage;
- (f) for all Underbody Damage; and
- (g) for any Damage caused by the immersion of the Vehicle in water.

8.6 Credit card authority

If any amount is due to Us or remains unpaid, including:

- (a) Rental Charges;
- (b) tolls;
- (c) speeding and traffic fines and infringements;
- (d) fines or charges imposed for parking; or
- (e) extra cleaning costs; and
- (f) the Damage/Loss Excess payable under clauses 9.1 and 9.7,

You authorise Us to debit Your credit card with that amount within a reasonable time after the End of the Rental.

8.7 Credit card information

We will:

- (a) keep Your personal details, including credit card details for only as long as We deem reasonably necessary; and
- (b) not disclose Your credit card details to any third party except as permitted by the **Privacy Act 2020** or as otherwise required by law.

8.8 Requests to invoice another party

Where You have requested Us to invoice another party, (including another person, corporation, firm or organisation), and such other party fails to pay Us when due, You **must** immediately pay the full amount due to Us.

8.9 Interest on outstanding amounts

Amounts owing to Us pursuant to clause 8.5 accrue interest at the rate of 10% per annum commencing 14 days after the End of the Rental.

8.10 Default in payment

- (a) By entering into the Rental Contract You have agreed to pay all of the amounts owed to Us, including the amounts in clause 8.5.
- (b) Should an unsuccessful merchant claim back be made by Your card provider, an additional \$100 administration fee will be added to the original invoiced amount and the default provisions in this clause 8.10 will apply to that fee and to all unpaid amounts under the Rental Contract;
- (c) If You default in the payment of any moneys owed to Us under the Rental Contract:
 - (i) You **must** 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;
 - (ii) We may engage a mercantile agent or debt collector and You **must** 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; and
 - (iii) You authorise Us to provide information of that default to a credit reporting body and to obtain an up to date consumer credit report on You. Personal information may be used and disclosed by the credit reporting body in accordance with the Privacy Act to create or maintain a credit information file containing information about You, including defaults in excess of 60 days and the debt owed to Us.

8.11 Cancellation of unperformed orders

We are entitled to cancel all or any part of any order made by You which remains unperformed in addition to and without prejudice to any other remedies We may have and all amounts owing to Us shall, whether or not due for payment, become immediately payable in the event that:

- (a) any money payable to Us becomes overdue, or in Our opinion We reasonably believe You will be unable to meet payments as they fall due;
- (b) You have exceeded any applicable credit limit provided by Us;
- (c) You become insolvent, convene a meeting with Your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of Your creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of You or any of Your assets.

9 Damage Cover

- 9.1 Standard Damage Cover for Damage to the Vehicle (excluding tyre punctures and windscreens damage), its theft and for Third Party Loss arising from an Accident is included in the Rental Charges.
- 9.2 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.
- 9.3 Subject to these Terms and Conditions, We will indemnify You and any Authorised Driver for the theft, any Damage or Third Party Loss but You **must** pay up to:
- (a) the Damage Excess shown on the Rental Agreement for each Accident or theft claim;
 - (b) the repair cost for tyre punctures and windscreens damage; and
 - (c) the Single Vehicle Accident Excess if there is Damage caused in a Single Vehicle Accident,
- unless:
- (i) We or Our insurers agree in writing You were not at fault; and
 - (ii) the other party was insured and their insurance company accepts liability.
- 9.4 If the Damage Excess is payable under clause 9.3 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 Credit card for the lesser of the Damage estimate or the Damage Excess shown in Your Rental Agreement, unless You have authorised Us to debit Your Credit card for the Damage Excess at an earlier time;
 - (b) the Vehicle is stolen and We reasonably believe the Vehicle will not be recovered We will debit Your Credit card for the Damage Excess shown in Your Rental Agreement; or
 - (c) the Vehicle is damaged in an Accident in which there is also Third Party Loss:
 - (i) We will debit Your Credit card the estimated amount of Your total liability for the Accident up to but not exceeding the Damage Excess 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.
- 9.5 We will refund the Damage Excess paid pursuant to clause 9.3 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 Credit card pursuant to clause 9.3;
 - (c) in part, if a claim for Third Party Loss is rejected or defended for an amount less than the Damage Excess paid pursuant to clause 9.3; 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.
- 9.6 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.
- 9.7 The standard Damage Excess is \$4,500 and an additional age Damage Excess of \$1,000 applies to You or any Authorised Driver who is 75 to 85 years of age (\$5,500 in total).
- 9.8 The Damage Excess may be reduced by payment of an additional daily fee:
- (a) for drivers aged 21-24 years to \$1,500;
 - (b) for drivers 25 to 74 years to \$750; and
 - (c) for drivers over 75 to 85 years to \$1750.
- 9.9 Damage Cover excludes tyre punctures and windscreens damage, unless the excess reduction option has been taken.
- 9.10 If the Vehicle is involved in a Single Vehicle Accident or impoundment recovery, a Single Vehicle Accident Excess of \$2,000 applies in addition to the standard Damage Excess.
- 9.11 If You have not authorised Us to charge Your credit card at or before the End of the Rental, the Damage/Loss Excess payable under clauses 9.3 and 9.7 and the Single Vehicle Accident Excess under clause 9.10 will be charged to Your credit card:
- (a) for a Single Vehicle Accident, after a repairer's estimate or tax invoice verifying the amount charged for Damage has been sent to You;
 - (b) if the Vehicle has been stolen, after We have made reasonable enquiries and in Our opinion it is unlikely the Vehicle will be recovered; and
 - (c) for Accidents in which there is also Third Party Loss, after:
 - (i) a reasonable estimate of the Third Party Loss has been made;
 - (ii) a repairer's estimate or tax invoice verifying the amount charged for Damage has been obtained; and
 - (iii) all documents verifying the Third Party Loss and Damage have been sent to You.
- 9.12 All Accident, attempted theft and theft claims will incur a claims administration fee in addition to the Damage/Loss Excess liability. This fee is to compensate Us for the labour and associated costs with processing Your claim.

10 Damage Cover Exclusions

- 10.1 There is no Damage Cover, and You and any Authorised Driver are liable for:
- (a) Damage or Third Party Loss arising from:
 - (i) a Major Breach of the Rental Contract; or
 - (ii) the use of the Vehicle by any driver who is not an Authorised Driver or who is less than 21 or more than 85 years of age;
 - (b) Overhead Damage;
 - (c) Underbody Damage;
 - (d) Damage caused by immersion of the Vehicle in water; and
 - (e) tyre punctures and windscreen damage (unless additional cover for these items has been purchased pursuant to clause 9.9).
- 10.2 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 GPS units, lost keys, keyless start and remote control devices;
 - (b) loss or damage to goods or property carried in the Vehicle whether owned by You or a Third Party and You agree to fully insure those goods and property and to indemnify Us for any claims for Third Party Loss that occurs during the Rental Period;
 - (c) Third Party Loss resulting from goods or property falling from the Vehicle; or
 - (d) personal items that are left in or stolen from the Vehicle or for loss or damage to property belonging to or in the custody of:
 - (i) You;
 - (ii) any relative, friend or associate of Yours ordinarily residing with You or with whom You ordinarily reside;
 - (iii) any relative, friend or associate of an Authorised Driver; or
 - (iv) Your employees.
- 10.3 Personal Accidental/Medical Insurance is not provided under these Terms and Conditions and that it is Your responsibility to seek Your own independent advice and insurance if this is relevant to Your own personal circumstances.

11 Cancellation

- 11.1 If:
- (a) Your booking is cancelled within 24 hours prior to the Start of the Rental; or
 - (b) You fail to notify Us of Your intended cancellation prior to the Start of the Rental and fail to pick up the Vehicle, You will be charged the Rental Charges for the Rental Period as booked unless We are able to rent the Vehicle to another renter for an equivalent term and rate.
- 11.2 A cancellation is not effective until acknowledged and confirmed by Us.

12 Accidents or breakdowns

- 12.1 We will provide You with a Vehicle that is of acceptable quality and in good working condition taking into account the age of the Vehicle but breakdowns do occur. Twenty-four hour roadside assistance is provided free of charge for not at fault breakdowns (but not for Accidents) and if the Vehicle breaks down during the Rental Period You **must** contact Us on **0800 245 645** to arrange assistance. We will recover and repair the Vehicle as soon as possible but if it cannot be repaired We will use Our best endeavours to provide a replacement Vehicle where one is available.
- 12.2 We are not responsible for:
- (a) Damage as a result of use of the incorrect fuel type;
 - (b) a flat battery because the lights or entertainment system or other have been left on;
 - (c) tyre changing;
 - (d) lost keys or remote control device;
 - (e) keys or remote control device locked in the Vehicle; or
 - (f) the bogging or recovery of the Vehicle.
- Extra charges will apply if any of these services are provided at Your request and You will be responsible for all repair or replacement costs.
- 12.3 Subject to the Fair Trading Act 1986 and the Consumer Guarantees Act 1993, We are not responsible for:
- (a) flights You have missed;
 - (b) holiday plans that are disrupted;
 - (c) loss of enjoyment; or
 - (d) consequential or economic loss.

13 Accident and theft reporting



IMPORTANT NOTICE

A breach of any part of this clause 13 is a Major Breach of the Rental Contract. See clause 14 for further details.

- 13.1 If You or an Authorised Driver has an Accident or if the Vehicle is stolen You must report the Accident or theft to Us within 24 hours of it occurring and fully complete an Accident/Theft report form.
- 13.2 If the Vehicle is stolen or if You or an Authorised Driver of the Vehicle has an Accident where:
 - (a) any person is injured;
 - (b) the other party has failed to stop or leaves the scene of the Accident without exchanging names and addresses; or
 - (c) the other party appears to be under the influence of drugs or alcohol,You or the Authorised Driver **must** also report the theft or Accident to the Police, obtain an incident report number and forward a copy of the report to Us within 48 hours.
- 13.3 If You or an Authorised Driver have an Accident You and the Authorised Driver **must**:
 - (a) exchange names and addresses, telephone numbers and email addresses with the other driver;
 - (b) take the registration numbers of all vehicles involved;
 - (c) take as many photos as is reasonable showing:
 - (i) the position of the Vehicles before they are moved for towing or salvage;
 - (ii) the Damage to the Vehicle;
 - (iii) the damage to any third party vehicle or property; and
 - (iv) the general area where the Accident occurred, including any road or traffic signs;
 - (d) obtain the names, addresses and phone numbers of all witnesses;
 - (e) forward all third party correspondence or court documents to Us within 7 days of receipt; and
 - (f) co-operate with Us in the prosecution of any legal proceedings that We may institute or defend of any legal proceedings which may be instituted against You or Us as a result of an Accident, including attending:
 - (i) Our lawyer's office; or
 - (ii) any Court hearing.
- 13.4 You and an Authorised Driver **must not**:
 - (a) make any admission of fault;
 - (b) promise to pay any claim for Third Party Loss; or
 - (c) release the other party from any liability to pay for Damage as a result of an Accident, theft or attempted theft.

14 Consequences of a Major Breach of the Rental Contract

- 14.1 If You or any Authorised Driver:
 - (a) commit a Major Breach of the Rental Contract in a way that causes Damage, theft of the Vehicle or Third Party Loss; or
 - (b) drive the Vehicle in a reckless manner so that a substantial breach of road safety legislation, has occurred,
You and any Authorised Driver:
 - (i) have no Damage Cover;
 - (ii) are liable for all Damage, theft of the Vehicle and Third Party Loss; and
 - (iii) are liable for and **must** pay any additional costs or expenses We incur as a direct consequence.
- 14.2 Acting reasonably, We may terminate the Rental Contract and take immediate possession of the Vehicle if a breach of any part of clause 14.1 has occurred.

15 Privacy

- 15.1 We are committed to complying with the **New Zealand Privacy Principles as set out in the Privacy Act 2020**.
- 15.2 When We collect Your personal information We will do so only for the purpose of providing rental services to You. If You choose not to provide this information to Us We may not be able to provide those rental services to You.
- 15.3 We take reasonable steps to make sure Your personal information is accurate, up to date and complete and that it is protected from misuse, loss or unauthorised access, modification or disclosure.
- 15.4 We may fit a GPS Tracking Device to the Vehicle to enable Us to track the Vehicle when it is out of Our possession. When You sign the Rental Agreement You are authorising Us to use the GPS Tracking Device to track the Vehicle until it is returned to Us.

16 Definitions

Accident means an unintended and unforeseen incident, including:

- (a) a collision between the Vehicle and another vehicle or object, including animals and roadside infrastructure;
- (b) rollovers; or

(c) a weather event, including hail Damage,

that results in Damage or Third Party Loss.

Authorised Driver means any driver of the Vehicle, including Your employee, representative or agent, who is approved by Us and who is recorded on the Rental Agreement prior to the Start of the Rental.

Damage means:

- (a) any loss or damage to the Vehicle including its parts, components and accessories, including the GPS unit, that is not fair wear and tear;
- (b) towing and salvage costs;
- (c) assessing fees;
- (d) claims administration fee; and
- (e) Loss of Use,

and for the removal of doubt, any Damage to the windscreen, headlights, lights or tyres that makes the Vehicle unroadworthy is **not** fair wear and tear.

Damage Cover means the cover You and any Authorised Driver have for Damage (excluding tyre punctures and windscreen damage), theft, attempted theft and Third Party Loss under clause 9, subject to the Damage Cover Exclusions in clause 10.

Damage/Loss Excess means the amount, including GST, up to which You **must** pay Us in the event of an Accident or attempted theft that causes Damage or Third Party Loss or the Vehicle has been stolen and not recovered.

End of the Rental means the date and time shown in the Rental Agreement or the date and time the Vehicle is returned to Us, whichever is the later.

GPS Tracking Device means a GPS or other device that is fitted to the Vehicle that has electronic tracking capabilities to determine its location and other data including diagnostics, speed and fuel levels.

Loss of Use means Our loss calculated on a daily basis at the daily rate shown in the Rental Agreement because the Vehicle is being repaired or replaced if it is written off as a result of an Accident or it has been stolen.

Major Breach means a breach of any of the following::

- (a) clauses 2 (all parts), 3 (all parts), 4 (all parts); or
- (b) subclauses 5.5, 5.6, 5.7, 5.8, 5.10 or 5.11,

that causes Damage, theft of the Vehicle or Third Party Loss; or

- (c) 13 (all parts) that prevents Us from properly investigating a claim arising from an Accident or theft or from prosecuting or defending any Accident or theft claim.

Off Road means any area that is neither a sealed or 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 to the Vehicle;
- (b) Damage to any part of the pantech or box section of a commercial Vehicle that is used for the carriage of goods or passengers; 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) objects being placed on the roof of the Vehicle; or
- (iii) You or any person standing or sitting on the roof of the Vehicle.

Rental Charges means the charges payable for renting the Vehicle from Us together with GST and any other taxes or levies which are all fully set out in the Rental Agreement.

Rental Location means the location from which the Vehicle is rented, as shown on the Rental Agreement.

Rental Period means the period commencing at the time shown in the Rental Agreement and concluding at the End of the Rental.

Security Bond means the amount We collect from You at the Start of the Rental as security for the Rental Charges and other fees and charges incurred during Your rental and the amount is fully refundable subject to clause 7.3.

Single Vehicle Accident means:

- (a) a collision between the Vehicle and another object when no moving vehicle is involved and includes impacts with animals, roadside infrastructure, vegetation and buildings, rollovers and impacts with any stationary object including other parked vehicles; and
- (b) a collision between the Vehicle and another moving vehicle but You are unable to identify the Vehicle by taking its registration number as required by clause 13.3(b) or its driver by taking their details as required by clause 13.3(a).

Single Vehicle Accident Excess means the additional excess payable if the Vehicle is involved in a Single Vehicle Accident.

Start of the Rental means the date and time that the rental commences as shown in the Rental Agreement.

Third Party Loss means loss or damage to third party property, including other motor vehicles and any claim for third party loss of income.

Underbody Damage means any damage to the Vehicle caused by or resulting 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 and does not arise as a result of an impact with another vehicle.

Unsealed Road means a road, other than a road that is undergoing temporary roadworks, 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 and accessories, including the GPS unit.

We, Us, Our, means Load & Go Limited NZBN 9429047944367 or its agents as shown on the Rental Agreement.

You, Your means the person, whether it is an individual, a firm or company or government agency that rents the Vehicle from Us and whose name is shown in the Rental Agreement.