

Thank you for choosing NHR Group.

These terms and conditions form part of the Agreement that You will need to sign before We rent You a Vehicle. Please read these terms and conditions carefully, even if You have rented a Vehicle from Us before as they may have changed since You last rented from Us.

We provide these terms and conditions to You so that You can understand the obligations that We will require You to adhere to if We provide You with one of Our Vehicles. They include obligations that apply to you at all stages of the rental, including in relation to charges that may apply to You, Prohibited Uses of the Vehicle, places where the Vehicle is not permitted to be driven, Fuel obligations, and information concerning Your financial responsibility if the Vehicle (including any accessories supplied with it) is damaged or lost during the rental.

At all times, the Agreement that You sign is intended to be subject to the consumer protection laws applicable in New Zealand.

Please take Your time and contact Us if You have any specific questions regarding Your use of the Vehicle for Your intended journey.

We are taking steps to improve our environmental footprint and are now replacing paper versions of these Rental Terms and Conditions with electronic versions. If You would prefer to receive a paper copy, please ask for one at the counter at the time of collecting Your Vehicle.



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Key facts about Your rental

Important Information

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| Interpretation | <p>Capitalised terms in these terms and conditions have the meanings ascribed to them in:</p> <p>The Annexures; Or, otherwise, Annexure 9 – Definitions</p> |
| Damage to, or loss of, the Vehicle and its Accessories | <p>You may be responsible for any loss of the Vehicle or any of its Accessories, or damage to the Vehicle or any of its Accessories during the rental even if it is not Your fault.</p> <p>If the Vehicle is used in accordance with this Agreement, the maximum amount You must pay is the Loss Damage Liability per incident (LDL). The LDL will be reflected on Your Rental Agreement.</p> <p>We may offer liability reduction (Optional Reduced Liability Waiver) that You can purchase to reduce the amount of Your LDL to \$1000.</p> <p>The Reduced Liability Waiver, will not reduce Your liability to Us for loss or damage to the Vehicle or its Accessories that arises from a Prohibited Use of the Vehicle during Your Rental.</p> <p>Furthermore, the Reduced Liability Fee will not apply to reduce liability for loss or damage caused or contributed to by You during Your Rental for the following Accessories: Infant seats and GPS units, for which You will be liable for the total loss.</p> <p>See - Optional Renter Protection Services in Annexure 4</p> <p><u>You may be liable for more than the LDL even if You have purchased and Operational Renter Protection Service!</u></p> <p>Neither the LDL, nor Reduced Liability Fee reduce Your liability if loss or damage is caused by a Prohibited Use of the Vehicle.</p> <p>In those circumstances, You may be liable for that loss or damage up to the full value of the Vehicle and related losses and fees including third party losses. See Damages Policy Annexure 3 (Damage Policy) and Prohibited Use (Annexure 8) for of the Prohibited Use.</p> |
| Personal possessions in the Vehicle | <p>NHR Group is not responsible for any loss or damage to Your or Your passenger's personal possessions in the Vehicle, even in the event of an accident, break-in, or theft of the Vehicle.</p> |
| Purchase of Insurance from Third Party | <p>If You purchase excess waiver insurance or similar from a third party (not from NHR Group directly) to cover Your liability to NHR Group, You remain liable for payment to Us, up to the level of Loss Damage Liability (LDL). Any responsibility of reimbursement is Your liability and NHR Group has no involvement.</p> |
| Pick Up | <p>You should check the Vehicle for damage before You drive away and record any variations on the Vehicle Condition Report found on your rental agreement in conjunction with NHR Group Staff. You are invited to take time stamped photographs of the relevant pre-existing damage before leaving the rental location and show a NHR Group representative on return.</p> |
| Roadside Assistance | <p>We provide basic roadside assistance with the Vehicle. It will not cover You for assistance required for incidents that are Your fault (e.g., running out of fuel, lost keys or locking keys in the Vehicle). The Roadside Assistance number should be used in the event of either an accident or a breakdown. In the event that towing is required because You allowed the vehicle to run out of fuel, You will be liable for that cost.</p> |
| Return | <p>You may incur additional charges if You return the Vehicle at a different time or place to that agreed with Us or if it the Vehicle is in an excessively dirty condition or has an excessive noxious odour. Smoking in the Vehicle is prohibited. If the Vehicle is returned smelling of smoke an extra cleaning fee will be levied. See Annexure 3 Damage Policy for further details.</p> |
| Out of Hours Return | <p>If We agree to You returning outside location hours, please be aware that You will be responsible for the Vehicle until Our staff regain possession of the Vehicle when the location re-opens. See Return section.</p> |

What is included in the rental rate

| | |
|--------------------------------|---|
| Kilometres | Your Rental Agreement may note that a per kilometre charge is applicable if a daily kilometre limit is exceeded, depending on the type of Vehicle you rent or your pickup location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the additional distance covered. |
| Collision Damage Waiver | Collision damage waiver is included in your rental rate and reduces your liability to us for loss or damage to the rental Vehicle or related third party damage to the amount of the applicable Loss Damage Liability (LDL) as stated on your Rental Agreement, except in the event of a Prohibited Use. |
| Initial Fuel | Your Vehicle will be provided with a full tank of fuel and should be returned as such. See Fuel Policy at Annexure 2 |
| Roadside Assistance | There is a basic breakdown service included in Your rental to cover call outs for mechanical faults and accidents where You are not at fault (excluding third party accidents). If You are at fault (e.g., if You have locked the keys in the car or run out of fuel on the road), You will be charged the Roadside Assistance fee. |

What is not included in the rental rate

You have the option to add the following items to your rental for an additional charge:

- **Additional equipment**
 - Blankets And ties Etc
 - Loading slings and strops
- **Fuel** – The vehicle is provided with a full tank on pick up and should be returned as such.

[Optional Renter Protection Services see - Annexure 4](#) are available to purchase for an additional charge to reduce Your liability to NHR Group for loss or damage to the Vehicle (subject to exceptions for some Accessories, and the Vehicle not being used for a **Prohibited Use** of the Vehicle), or provide cover for other purposes depending on the services You select:

- **Reduced Liability Waiver (RLW)** – You can reduce the Loss Damage Liability (LDL) to a lower amount as stated on Your Rental Agreement, by purchasing a partial waiver of Your liability to Us. Your reduced LDL level will be displayed on Your Rental Agreement. This will be the maximum amount that You are liable to Us per incident, whether it be in respect of damage to the Vehicle, or in respect to costs for towing, loss or damage to the Vehicle's keys, or loss or damage to the accessories the Vehicle comes with as standard.

A range of **fees and charges** may apply to your rental (see [Annexure 1 \(Charges Explained\)](#)). The amounts may be specified in the Rental Agreement provided to you on pick up.

We do not cover You for:

- **Parking and traffic fines** You incur on Your trip
- **Private parking charges**
- **Road tolls** (These will be added to your hire)

If We receive notices for fines and parking charges during the rental period We will give the authorities Your name, address and driver's licence details and charge a Processing Fee. Toll charges and Processing Fees will be charged to You directly by NHR Group, applied to Your chosen method of payment.



Basics

Agreement

- Your Rental Agreement with us (Agreement) is comprised of:
 - the **Rental Agreement**;
 - these **NHR Group Terms and Conditions of rental and**
 - any **Additional Terms** that may be agreed in writing between You and Us.

The Agreement is made with NHR Group Limited, trading as NHR Group (NHR Group, We, Us or Our). Or, if a NHR Group sub-licensee is identified on the Rental Agreement, that sub-licensee (NHR Group or We). The Agreement is governed by the laws of New Zealand.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

- You have rights against Us under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986 relating to the Vehicle and other goods or services We provide to You under the Agreement that We cannot exclude or limit (Consumer Protection Law).
- Except for Our liability to You under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, We will not cover You for indirect or consequential loss, loss of profits or loss of opportunity.

Without limiting Our liability under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, Our total liability to You under the Agreement is capped at the amount paid by You to rent the Vehicle.

At all times, nothing in this Agreement is intended to exclude, restrict, or modify any implied terms, guarantees or rights You may have under the Consumer Protection Laws applicable in the jurisdiction where this Agreement is entered into.

Responsibility

Ours:

- We are responsible to You for providing the Vehicle in a safe and roadworthy condition and for replacing the Vehicle where possible in the event of breakdown, theft or accident (unless there is a Prohibited Use of the Vehicle)
- We are not responsible for statements made by travel agents or third-party booking services as they are not Our employees or agents
- We must comply with the law, including the Applicable Consumer Protection Law.

Yours:

- You must abide by the terms of this Agreement
- You must provide Us with true and correct information prior to, during, and after Your rental of the Vehicle. This includes providing Us with a valid true and correct driver's licence
- You must care for, use, secure, and return the Vehicle in accordance with the Agreement and pay the amounts due.
- You must ensure that You (and any authorised driver) hold a valid licence to operate the type of Vehicle rented.
- You must ensure that You comply with all applicable laws and regulations relating to the use of the Vehicle.
- You are responsible for all Toll fees, Infringements, Parking Infringements, and other fines incurred and attributable to Your rental
- You must ensure that a copy of the Agreement (which may be an electronic copy) is kept in the Vehicle throughout the term of the hire and is produced without delay for inspection by a law enforcement officer.

We aim to resolve all complaints and disputes amicably. If you

Refer to [Annexure 6 \(Contacts\)](#) for a list of contacts.

Privacy

When you rent with us, you consent to us collecting (including by in Vehicle tracking through a Vehicle Monitoring System), using and disclosing your personal information in accordance with our **Privacy Policy**, which is available on our website, noted in [Annexure 5 \(Privacy & Credit Notice\)](#) or from any NHR Group rental location.

If we provide you with credit, our Credit Policy which is available in [Annexure 5 \(Privacy & Credit Notice\)](#) will also apply to our collection, use and disclosure of your credit information and credit eligibility information (**credit related information**).

Please see [Annexure 5 \(Privacy & Credit Notice\)](#) for further information we are required to tell you when we collect your personal information and credit related information, including the purposes for which your information is collected

Monthly Rentals

Where your rental is 30 days or longer you will be invoiced at the end of each 30-day period automatically or at any time agreed with NHR Group.

Additional funds to cover the cost of your Rental Agreement will be collected for each 30-day period. Each Rental Agreement will only display rental charges in respect of the period as noted on the Rental Agreement. If your rental is longer than this period, the location staff are able to provide a detailed estimate of the full rental period upon request.

Details around Long Term Hire contracts can be found at **Annexure 10 (Long Term Hires)**.

TSL (Transport Service License)

If the Vehicle is being used for a transport service, a Transport Service Licence must be displayed on the vehicle at all times. A transport service is a goods service, a passenger service or a vehicle recovery service. Examples of a transport service include: the operation of a truck with a GVM of 6,000 kilograms or more, or the operation of a motor vehicle that is carrying passengers for hire or reward. **IT IS YOUR RESPONSIBILITY AND LIABILITY TO DISPLAY YOUR TRANSPORT SERVICE LICENCE THROUGHOUT THE DURATION OF THE HIRE PERIOD.**

Termination of Rental Agreement

Termination of this Agreement by You:

Early Return

- You may end this Agreement earlier than the Return Date, by returning the Vehicle to the agreed return location as reflected on your Rental Agreement. You must, unless otherwise agreed with the return location, return the Vehicle during the business hours of that location.
- Please contact the return location to make arrangements with them, and otherwise refer to the "Return Procedure" for more information, including in relation to specific rules for return of Vehicles outside of location operating hours.

Breach by Us

You may terminate this Agreement if:

- you are entitled to under any Applicable Consumer Protection Law;

Termination of this Agreement by Us:

Termination for Special Circumstances:

- We reserve the right to terminate your Agreement at any time by providing 2 days written or verbal notice (including by email or SMS) (or if notice is not reasonably practicable, no notice), if any of the following circumstances occur (Special Circumstances):
- We are required by the police any other regulatory authority to regain or take possession of the Vehicle;
- You have not paid an invoice or any other request for payment or your chosen method of payment (if not cash) is declined, or your bank reverses the charges made and you fail to pay the amount due within 24 hours of being notified by NHR Group that the invoice is outstanding;
- The Vehicle is not returned by the agreed return date;
- We reasonably believe that a Material Breach of the agreement has been or will be committed;

Reminder, a Material Breach of the agreement occurs if:

- The Vehicle is used for a Prohibited Use;
- The Vehicle is driven on a Prohibited Road;
- The Vehicle is driven by an individual that does not meet the licence and age requirements set out in this agreement;
- You or an authorised driver provide false or misleading information to us prior to, or throughout the term of the rental, which may reasonably be considered as material to our decision to grant you and / or continue to grant you, a rental.
- Such material information includes matters such as name, licence status, address, or incident that occurs during the rental;

Refer to the list of Prohibited Uses at **Annexure 8 (Prohibited Uses)** and the list of Prohibited Roads at **Annexure 7 (Prohibited Roads)**.

Consequences of Termination of this Agreement

Subject to any Applicable Consumer Protection Law, upon termination of this Agreement (either by you or us):

- Where it is safe and reasonable to do so, you must return the Vehicle to the agreed location reflected on the Rental Agreement and comply with the Returns Procedure on arrival.
- Any obligations under this Agreement that are capable of surviving the termination or expiration of this Agreement, do.
- You must pay to us any monies owed to us under this Agreement.

Subject to any applicable Consumer Protection Law, if you terminate this Agreement due to a breach by Us, our liability shall be limited to the amount of monies you have paid to Us in respect of the rental

Termination of Agreement by Us:

- If this Agreement is terminated, you may be liable for the below:
- Loss or damage caused, including Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
- Loss or replacement of the Vehicle as a result of theft;
- Third party loss related to your use of the Vehicle;
- Storage, towing, repossession and recovery fees
- Administrative and legal costs of recovery;
- Accrued amounts owing to us prior to termination; and
- Without limiting Our rights or remedies under this Agreement, in addition to the above, You acknowledge and agree that We (or Our agent or contractor), may be required to enter Your premises to recover the Vehicle, in which case We will exercise due care to ensure that no damage beyond what is reasonable is caused to the premises;
- You may be placed on Suspended Rental Status, which will result in you not being permitted to the rent any Vehicle from us or our affiliates in the future.

Please note charges and fees and other liabilities that you may be required to meet are peculiar to particular circumstances of termination. Refer to our **Damages Policy Annexure 3 (Damage Policy)**.



Pick Up

Charges

- You agree to pay the rental rate for the Vehicle, compulsory fees, fees for any optional services and other fees that may arise during your rental. Please see [Annexure 1 \(Charges Explained\)](#) for an explanation of these fees.
- A valid credit or debit card must be provided on pick up for security purposes. The credit or debit card must be in the name of the renter who is collecting the Vehicle.
- Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental for the period indicated on the Rental Agreement (if the charges have not been prepaid). If your rental is for a longer period, the location can provide a full estimate on request. You agree to pay those charges and any other fees that arise by the end of the rental period.

Important

We typically reserve an amount on your chosen method of payment (or take a deposit) at least equal to the estimated charges plus a security bond (amount is shown on your Rental Agreement). This reserved amount may be released (or deposit refunded) on return of the Vehicle following payment of the rental charges. For a further explanation on the Rental Agreement charges, discuss with the location staff at time of pick-up or check online before travelling.

See [Annexure 6 \(Contacts\)](#).

Vehicle

Condition: It is your responsibility to check the overall condition of the Vehicle at the start of the rental period and on return. We will provide a summary of any pre-existing damage on our Vehicle Condition Report. You are invited to take a time-stamped photograph of the relevant pre-existing damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with a time/date stamp within 60 minutes of leaving the rental locations.

Important

You are responsible for returning the Vehicle in the same condition as it was in when we provided it to you, subject to fair wear and tear. Our fair wear and tear guide link can be found in Annexure 3 (Damage Policy) Please see the Damage and Loss section to understand your responsibility for damage and loss to the Vehicle and Annexure 3 (Damage Policy) to understand how we will process damage caused during your rental.

Important

Fuel gauges may still indicate “full” many kilometres after a Vehicle was last re-filled. We ask you refill the Vehicle within 15 km of the return location. We reserve the right to apply a charge if it is subsequently found additional fuel is needed although the gauge shows as full – please ask at the rental counter for details.

Child Seats: It is your responsibility to ensure that appropriate child seats have been fitted for children travelling in the Vehicle. NHR Group is not responsible for any fines, injury, death or other losses caused by not having child seats fitted in the Vehicle or by children not being restrained in child seats fitted in the Vehicle.

Important

You must comply with mandated seat belt and child seat restraint laws applicable in New Zealand. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint. You are responsible for checking a child seat is fitted correctly in the Vehicle.

You must not leave a child unattended in the Vehicle.

You are responsible for the child seat in the Vehicle.

Important

Vehicle Cleanliness

You may incur an additional Cleaning Fee or Cleaning Administration Fee if the Vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco or vapes from smoking in the Vehicle
- dirtiness or smell odour caused by having animals in the Vehicle
- excessive dirt, sand, animal hair or mud on the interior or exterior of the Vehicle
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Important

Snow Regions

- There are special restrictions that apply when driving a NHR Group Vehicle in Snow. If these restrictions are not complied with You may be responsible for any and all damage arising from the use of the Vehicle in snow and liability waiver purchased will not be applicable.
- If You are planning to travel to the snow, please check with Your NHR Group location that the Vehicle is fit for purpose and whether snow chains are required.
- You must ensure that the Vehicle complies with any legal requirements relating to fitment of snow chains and that the snow chains are fitted correctly. Failure to do so will be considered a Prohibited Use and You will be fully liable for any resulting damage. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and hub caps must be replaced on the Vehicle when the chains are removed.

Important

If the Vehicle is used for a Prohibited Use:

- you are responsible for any damage or losses up to the full value of the Vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the 'Damage and Loss' section.
- your liability is not limited to the Loss Damage Liability (LDL);
- you lose the benefit of any Optional Renter Protection Services you have purchased; and
- we may terminate the Agreement and take back the Vehicle at any time at your expense

Service Animals:

- You are permitted to allow service animals in the Vehicle

You are responsible to ensure the Vehicle is returned in the condition provided upon collection or cleaning charges may apply

Drivers

- As the renter You may allow other persons to drive the Vehicle provided that You have checked that the person meets the age and licence requirements specified in this section and that they are either:
- a member of Your immediate family who is permanently living with You;
- Your employer, employee, fellow employee or partner and the rental of the Vehicle is for business purposes; or
- a person who is contracted to perform work for You, or Your employer, or an employee of a person or entity who is contracted to perform work for You, or Your employer, and the rental of the Vehicle relates to the performance of work; or
- any other person approved in writing by NHR Group.
- Learners/Restricted licenses are accepted as long as it complies with the below points. Drivers are required to abide by applicable laws and restrictions including displaying any L plates.
- satisfies any other conditions on the Rental Agreement or

and must hold and present a current driver's licence that:

- a physical or a digital licence (that can be verified by the relevant government agencies authentication process at the time of pick up);
- is in English or, if not in English, is accompanied by a certified English translation.
- is valid for driving the Vehicle.
- the driver has held for at least twelve (12) consecutive months (including a provisional or full licence);
- You and any person driving the Vehicle must be at least 21 years of age.

Foreign Licenses

You are required to provide a copy of your international licence in English or a translation accompanying your international licence.



During Your Rental

EV Basics

- Daily rental rates include the cost of electricity required to charge the EV. We will generally provide an EV You with up to 90% charge.
- You may use public charging networks to recharge your EV.
- Our EVs have a standard battery capacity and range. The performance of that battery depends on the conditions under which it is operated, which is the responsibility of the driver.
- The battery charging limit on Your EV rental should be set at 90% maximum. This limit should only be increased to 100% in critical circumstances, as doing so can lead to significant battery degradation.
- Depending on the duration of hire our EVs may be supplied with a charging cable. It is important to look after both cables and ensure they are returned undamaged with the Vehicle. The cost for each replacement cable is \$1,000 excluding GST, which will be charged to You if necessary.
- Our EVs come with a keycard. You must take good care of this keycard and ensure it is returned undamaged with the Vehicle. The cost for a new keycard is \$50 excluding GST, which will be charged to You if You lose or damage it.
- Any underbody or battery damage caused by driving an EV over foreign objects is not covered by insurance or RLW, and You will be liable for the full amount of this damage.
- NHR Group will not be responsible for removing any personalisation created in the EV.
- EVs must not be driven through an automatic vehicle wash; this is a Prohibited Use. Damage that occurs from driving an EV through a vehicle wash is not covered by any Insurance provided or RLW, and You will be liable for all costs associated with damage caused from this Prohibited Use.
- If You used a NHR Group account 3rd party recharging station and this recharging cost is passed to NHR Group (rather than paid for by You), We will pass on these recharge costs to You upon receipt of an invoice from the EV charge provider and apply an EV Administration Processing Fee.
- Monitoring the level of charge and ensuring you do not run the vehicle flat is the responsibility of the hirer. Should the vehicle require recovery due to running out of charge the hirer will be liable for all costs associated with towing the vehicle to the nearest available Charging location.

Fines, tolls and charges

- You are responsible for all tolls, fines, private parking charges and other similar charges incurred during the rental including infringement fees for speeding or parking offences, offences relating to a failure to comply with directions given by a traffic signal or offences under the Freedom Camping Act 2011 (such as freedom camping in breach of local bylaws).
- If an offence is committed during the rental period:
 - you will be liable for the costs related to that offence, whether or not you were the driver at the time;
 - we will transfer liability for the offence to you by passing on your details to the relevant authority and charge you a processing fee. The processing fee is charged to your Card provided at the time of Rental;
 - you have the right to challenge, complain about, query or object to the alleged offence directly to the authority that has issued it; and
 - you have the right to ask for a court hearing in connection with any offence (but you must ask for this within 56 days of the offence notice being issued, or within 28 days of the reminder notice).
- In the event that we are unable to transfer liability for the offence to you by passing on your details to the relevant authority, we will charge your Card for the total amount of the offence, and we will pay this to the appropriate authority as soon as we can.

⚠ Important

- In addition to any fine, parking charge or toll you incur, we may also apply a Processing Fee to reimburse us for the time and costs we incur in dealing with these matters. Please refer to **Annexure 1 (Charges Explained)**.

Breakdown

- **Assistance:** If you experience any problem with the Vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the Vehicle and call our roadside assistance (see [Annexure 6 \(Contacts\)](#)) and they will arrange help. You must not re-commence driving the Vehicle unless directed to do so by the roadside assistance service. You must not move the Vehicle unless this is necessary to prevent further damage to the Vehicle or damage to other property or Vehicles.
- **Cost:** we will provide roadside assistance without cost to you for problems with the Vehicle that were not your fault. If the problem was your fault (e.g., running out of fuel, losing the keys or locking the keys in the Vehicle), you will be responsible to us for the cost of providing roadside assistance and any parts provided. See [Annexure 1 \(Charges Explained\)](#) for charges associated with roadside assistance and towing.
- You must not allow anyone to service or repair the Vehicle without our permission in writing.
- **Care:** You are responsible for looking after the Vehicle and reducing the risk of breakdown and damage by making sure there is not a Prohibited Use of the Vehicle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids are maintained at the specified level, refilling as necessary.
- **Maintenance:** In the case of a monthly rental (being a rental over 30 days) or a long term rental (3 months+), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, or a service indicator illuminating on the dashboard). You must contact the nearest NHR Group location to arrange return of the Vehicle to be serviced or exchanged.

Refer to [Annexure 1 \(Charges Explained\)](#) and [Annexure 4 \(Optional Renter Protection Services\)](#) for more detail.

Accidents

If you have an accident or if the Vehicle is stolen, you agree to co-operate with us and/or our insurer in any investigation or subsequent legal proceedings. Failure to do so may incur additional costs, loss or damage that will be charged to you. You must also take the following steps:

- **Notification:** you must inform NHR Group in the event of any accident irrespective of whether it results in the Vehicle being damaged or lost, or in the event of theft. You must report the accident to NHR Group as soon as practicable and in any event within 24 hours. **In the event that you fail to notify NHR Group within 24 hours and NHR Group incurs additional costs as a result of the failure to inform, then you may be charged for any additional costs reasonably incurred by NHR Group.** Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.
- **Vehicle Incident Report (VIR):** complete the VIR providing the details of your accident or the theft including any third-party information even if there is no damage to the Vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the Vehicle. Alternatively, the VIR can be found online or [Annexure 3 \(Damage Policy\)](#)
- **Do Not Admit Fault:** if you have an accident involving another Vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, Vehicle registration, Vehicle make/ model and a copy of the police report if one has been created.
- **Replacement Vehicle at NHR Groups discretion:** NHR Group may exercise reasonable discretion to terminate your rental and not provide a replacement in the event of an accident or theft of the Vehicle
- Further details regarding accidents are in [Annexure 3 \(Damage Policy\)](#).

Important

- You must provide all information related to the accident within 48 hours of any requests made by NHR Group or our insurer, including any papers or other documents received by you concerning the accident.
- You consent to and authorise NHR Group and/or our insurer to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- **NHR Group** may exercise reasonable discretion to terminate your rental of the Vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the Vehicle. Full list of [Prohibited Uses](#).

Damages and loss

Responsibility:

- If the Vehicle is lost, stolen, abandoned or damaged during the rental (e.g., involved in an accident), in respect of each individual incident you may be responsible even if it was not your fault (e.g., other driver's fault). This liability applies except to the extent that:
 - the damage constitutes fair, wear and tear on the basis that it does not fall within the definition of "Damage" specified in the Definition of Damage Flyer found on our website, in [Annexure 3 \(Damage Policy\)](#) or provided to you at the start of your rental.
 - the loss or damage is directly due to our negligence or willful default including our failure to properly maintain the Vehicle; or
 - the damage or loss was caused by a third party, and you have complied with your obligations under the Accidents section so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable liability (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed.

Important

Incident Damages:

If the Vehicle (including keys or accessories) is lost, stolen or damaged, for each incident You are responsible for:

-
- the loss or damage to the Vehicle.
 - any towing and storage charges.
 - loss of rental income; and
 - other losses or expenses related to the incident, up to the Loss Damage Liability (LDL) amount per incident (unless the loss or damage arose as a result of a Prohibited Use – in which case Your liability will not be limited to the LDL amount).

You must complete an Incident Report (during or within 24 hours of the end of Your rental period) to benefit from any reduced or waived liability in this regard.

The Incident Report can be given to You by our staff at the Rental Counter, or it is accessible online refer to [Annexure 3 \(Damage Policy\)](#).

Calculation of loss of rental income

- Loss of rental income will be calculated by multiplying the number of days the Vehicle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that Vehicle.

Optional Renter Protection Services

- If you have purchased **Reduced Liability Waiver (RLW)** your liability for loss or damage to the Vehicle (and other Incident Damages – see above) is capped at the reduced amount specified in the Rental Agreement.

Consequences of using Vehicle for a Prohibited Use

- If the Vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the Vehicle, you may be liable to us for that loss or damage to the Vehicle up to the full value of the Vehicle. You may also be liable for:
 - the NHR Group Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the Vehicle or the Processing Fees for other types of loss or damage (e.g., cleaning due to smoking in Vehicle).
 - any towing and storage charges.
 - loss of rental income; and
 - other losses or expenses related to the incident.
- Your liability to us will not be limited to the LDL, and RLW will not apply to reduce this liability. Other **Optional Renter Protection Services** you may purchase will not apply to limit your liability.
- You are responsible for any third-party property damage or loss arising from the Prohibited Use of the Vehicle and you must indemnify us for any claim made against NHR Group for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the Vehicle is covered by the statutory schemes for transport accident compensation in New Zealand, subject to the conditions and limitations of those schemes. NHR Group may charge any third-party property damage or loss arising from a Prohibited Use to your chosen method of payment provided at the time of rental.
- If the Vehicle is used for a Prohibited Use, or if we have reasonable grounds to suspect that it has, we may terminate the Agreement and take the Vehicle back at any time at your expense.

For details on any NHR Group Claims Management Fee, the External Damage Assessment Fee or the Processing Fees, see **Annexure 1 (Charges Explained)** and available online.

Important

If the Vehicle is lost or damaged because of a Prohibited Use, you are responsible for:

- cost of repairs or the full value of the Vehicle;
- the NHR Group Claims Management Fee and the External Damage Assessment Fee, or Administration Fee;
- any towing or storage charges;
- loss of rental income (**See Calculation of loss of rental income:**);
- towing and storage charges; and
- other losses or expenses related to the incident including third party costs and losses.

If the Vehicle is used for a Prohibited Use, to the extent allowed under applicable law, your liability will not be limited and our **Optional Renter Protection Services** will be void. See full list of **Prohibited Uses**.

Calculating and charging for damage

Vehicles which are lost, stolen, or involved in an incident with a third party.

- If the Vehicle is lost, stolen or damaged or a 3rd party is involved in the incident, NHR Group will charge your Card (as defined in **Annexure 1 (Charges Explained)**) at the LDL level indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages. After the investigation and damage assessment concludes, NHR Group will do one of the following:
 - if NHR Group finds that you were not liable for the incident and NHR Group is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
 - if NHR Group finds that you are liable and:
 - The LDL amount charged on your Card was more than the amount of the Incident Damages, NHR Group will refund you the difference; or
 - If the amount of the Incident Damages was more than the LDL amount charged on your Card; no further charges will be levied.

Vehicles which are damaged and do not involve a third party.

If the Vehicle is damaged and no third party is involved in the incident, NHR Group will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment.

After the damage assessment concludes if the assessment determines that you were responsible for the damage then NHR Group will charge your Card (as defined in **Annexure 1 (Charges Explained)**) with prior notification (where you have provided a valid email address). The amount charged will be the amount NHR Group has assessed as being the Incident Damages up to the LDL amount stated on your rental agreement.

If there has been a Prohibited Use which has led to loss or damage, then you will be liable for all costs and damages associated with the incident. This is the position even if RLW has been purchased.

For details on how NHR Group calculates loss or damage to the Vehicle and how we will charge you, see **Annexure 3 (Damage Policy)**.

Security: You are responsible for the security of the Vehicle and any accessories provided and should try to minimize the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure the Vehicle is locked. You must also comply with our return instructions (see **Return** below).

Purchase of insurance from third party: If you have purchased **excess waiver insurance** or similar from a third party to cover your liability to NHR Group, you will remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Personal possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the Vehicle even if it was not your fault. Your liability will not be limited to the LDL. Loss or damage to personal possessions is not covered by any Optional Renter Protection Services



Return

Obligations to Ensure Vehicle is returned

You must ensure that the Vehicle is returned:

- To the return address, and by the date and time reflected on your Rental Agreement; and
- Subject to **Fair Wear and Tear**, in the same condition as it was at the commencement of the Rental Period.

Except in cases of theft, or Accident, if the Vehicle is not returned in accordance with this Agreement, you will be in **Material Breach** of this Agreement.

Variations

If you want to request a change to the return time, return date, return location, or arrange for us to collect the Vehicle:

- You must phone the number provided on the Rental Agreement and make your request; and
- You must make the request before the return time and return date stated on the Rental Agreement. Any changes to the Rental Agreement, are subject to our discretion.

Any changes to the Rental Agreement, are subject to our discretion.

You may be subject to additional charges, depending on the type of changes to the Rental Agreement we agree to with you. Any additional charges that may apply will be explained to you when you contact the return location.

Examples of the additional charges that may apply include:

- If we agree that the Vehicle may be returned to a location different to the one stated on the Rental Agreement, then you may be charged a One Way Fee, and/or reasonable estimate of the costs.
- If we agree that we will arrange for the Vehicle to be collected (rather than returning the Vehicle to the address on the rental agreement), then **Delivery & Collection Fees may apply**
- If we agree that the Vehicle may be returned on the same date and at the same location on the Rental Agreement, but later than the time specified on the Rental Agreement, then in circumstances where the agreed "later time" is within the NHR Group locations staffed hours, then you may be charged an **Additional Rental Day**.
- If we agree that the Vehicle may be returned at a date after the date on the Rental Agreement, then you will be charged the applicable fees and costs for the extension.

Key Information

Your rental charges are calculated in 24-hour periods from 7:30am – 7:30am or 5:00pm – 5:00pm as shown on the Rental Agreement. You may pick up whenever you like within this period however If you return the Vehicle late you may enter into a new 24-hour period and may be charged for that and every successive 24-hour period you enter at a current, standard rate.

Outside of Operations Hours

This is a special situation outside of our standard business practice which must be agreed to by both parties.

We may agree that the Vehicle can be returned to the agreed return location outside of the agreed return location's staffed hours within the following timeframe (Out of Hours Time Frame):

- Before the commencement of staffed hours of the location on the agreed date' or
- After the staffed hours of the location and before the commencement of staffed hours on the day after the agreed return date.

BEWARE that in such circumstances:

- You must comply with "Return Procedure - Vehicle returns Outside of operating Hours" (below); and
- You acknowledge and agree that You will remain responsible for the Vehicle until the location reopens per normal staffed hours.

If the Vehicle is vandalised or stolen after it is returned to an agreed location outside of staffed hours, you will be liable in accordance with the Damages Policy at **Annexure 3 (Damage Policy)**.

When the agreed location reopens in accordance with its normal staffed hours and Our staff regain possession and control of the Vehicle, you will no longer be responsible for damage or loss to the Vehicle that occurs after that time.

Please note that the position above is due to the fact that even if the Vehicle is returned to the agreed location, we do not practically regain possession or control of the Vehicle because Our staff are not at the location.

By prescribing the Return Procedure below for returns outside of staffed hours, we do not accept responsibility for the Vehicle.

Because the risk of loss or damage to the Vehicle remains with you until Our staff regain possession or control, you should consider whether returning the Vehicle outside of operating hours is appropriate for your circumstances.

Standard Procedure on Return

- If the Vehicle will be returned during operating hours at the agreed return location refer to: [General Return Procedure](#)
- If we agree that you can return the Vehicle outside of operating hours, refer to [Special Return Procedure – Vehicle returns outside operating Hours](#).

General Rental Procedure

Remove any personal property from the Vehicle.

You are to remove any personal possessions from the Vehicle. We are not responsible for loss of damage to any of your or your passenger's personal possessions sustained throughout or after Rental Period. We will take reasonable steps to return any personal property we find in the Vehicle to you however, we accept no liability or obligation to do so, and you will be responsible for paying for the costs incurred or payable for any return.

Fuel

You must ensure that the Vehicle is returned in accordance with the [Fuel Policy at Annexure 2](#).

We inspect the Vehicle you rented from us for loss or damage as soon as reasonably practicable, but generally within 60 minutes of the Vehicle being returned (or within 60 minutes of the location reopening), we will inspect the Vehicle to determine whether the Vehicle has sustained any damage during the Rental Period, not attributable to **Fair Wear and Tear**.

You should allow time to complete the inspection of the Vehicle with our staff and agree on any damage that is identified. If you don't have time to do this or you return the Vehicle outside of staffed hours, the Vehicle will be inspected in your absence.

In the assessment, we compare the condition of the Vehicle upon return against the condition of the Vehicle at the start of the rental as documented by:

- Vehicle Condition Report given by us at the beginning of the Rental Period.
- Any time-stamped photos we have and those that may have been uploaded on "We Capture" when the Vehicle was picked up or uploaded

Damage identified during the post-rental inspection and our assessment of it is subject to our Damage Policy at [Damage Policy at Annexure 3 \(Damage Policy\)](#).

Special Return Procedure - Vehicle Returns Outside Operating Hours

If we have agreed that the Vehicle is to be returned within the after operating hours' time frame, then in addition to the requirements of the standard return procedure stipulated above you must ensure the following:

- You must confirm with the location where the Vehicle is to be parked and where the Keys are to be placed after the Vehicle is locked
- Keys must not be given to anyone even if they appear to be our staff when the Vehicle is returned outside of staffed hours.
- Time-stamped photographs of the Vehicle condition are taken
- Note that an afterhours fee may apply, See [Annexure 1 \(Charges Explained\)](#)

Missing Key Not Returned

In the event you forget to return the key when you return the Vehicle, we will attempt to make contact with you if you haven't contacted us prior. The key must be returned to the closest NHR Group location or location where the Vehicle was returned. We allow 24 hours for you to arrange the return of the key otherwise we will class this as a prohibited use, and you will be billed for the key replacement cost.

Providing Credit

If you do not pay the full balance of rental charges due on your return of the Vehicle (for example, because we cannot process the payment on your credit card) you agree that this constitutes an application by you for credit because the payment of this balance will then be deferred by us for at least 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date, we may process the payment of the full amount on your card.

Charges

Charges

Notification: We will check the Vehicle on your return and add any additional charges that may arise from your use of the Vehicle, such as for fuel. We will provide you with a revised invoice on return of the Vehicle if the amount owing is different to the estimate of charges provided at the start of the rental. We will charge your Card (as defined in

[Annexure 1 \(Charges Explained\)](#) on return of your Vehicle with the additional amounts set out in the revised invoice.

As some charges can't be finally determined on return such as the fines and tolls, we receive relating to your rental or damage to the Vehicle, we may recover these additional charges by charging your Card within 90 days after the rental period.

We will provide notice to you of these charges by email on request. If these charges are not paid (e.g., credit card is rejected or invoice is not paid) for 7 days, you **agree that this will be an application by you for credit.**

If you do not pay the amounts due to NHR Group under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained)**.

Please see **Annexure 1 (Charges Explained)** for further information

Charging your card

- You must pay NHR Group for all charges with a credit, Visa/ MasterCard debit or charge card that is accepted at the pickup location.
- You also authorize NHR Group to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount advised at the time of reservation.
- You authorize NHR Group to charge the Card that you provided to pay the rental charges or for the security bond, with any amount that you owe NHR Group under the Agreement up to 90 days after the Vehicle has been returned. If the Card is not in your name, you guarantee that NHR Group has the authority to charge the Card under the Agreement.
- Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the official cash rate for the country the rental occurred in plus a 2% margin.



Annexure 1 – Charges explained

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental for maximum number of days as noted on your Rental Agreement. These charges may typically include the following:

| Compulsory | |
|---------------------------------------|---|
| Rental Rate | The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. |
| Kilometre Rate | <p>On some commercial vehicles you may incur a kilometre-based charge (KM Charges). This will be noted in your Agreement.</p> <p>KM Charges includes Road User Charges (RUC) unless otherwise stated.</p> <p>Long term hires may have a set number of inclusive kilometres.</p> <p>If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and may vary based on the type of Vehicle and the rental location. If you exceed this daily allowance, a charge may apply for the distance covered.</p> |
| Cleaning Fee | A charge imposed in respect of an excessively dirty Vehicle which requires cleaning beyond NHR Groups standard cleaning practice. |
| Accessories Replacement Fee | The replacement cost (at current retail replacement value) of any damaged, lost or missing accessories (including any courier or delivery charges). |
| Early Return Fee | May apply to long term vehicle hires returned within 3 months of the commencement of hire outlined on your agreement. This will be calculated as the balance between the offered long term rate and the standard Daily/Weekly/Monthly charge for vehicle hired for the duration or the hire See Annexure 10 (Long Term Hires) |
| Optional Equipment | The Rental Agreement lists any optional equipment you have selected, such as moving gear etc. |
| Card surcharge | The percentage rate as noted on the Rental Agreement of any amount charged to a Card to recover the costs or acceptance of the card, or otherwise in accordance with applicable laws. |
| Total | |
| Estimated Rental Charge | Your total estimated charges lists the rental rate, discounts and applicable kilometre charges at the start of the rental excluding GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the Vehicle during your rental and only display the maximum number of days as noted on your Rental Agreement. |
| Subtotal | Your subtotal before any applicable fees are applied. |
| Total Estimated Rental Charges | Total of all estimated charges including GST. |
| Potential Additional Fees | You may incur additional fees as a result of your use of the Vehicle or other incidents that occur during the rental (aside from your liability for damage or loss to the Vehicle). These include the following: |

| Fuel | |
|------------------------------------|--|
| Refuelling Price | If you don't fill up the Vehicle on return, we will charge you a price per litre to fill the tank. |
| Cleaning Administration Fee | A fixed charge to recover our costs if cleaning is performed by third party or specialized cleaner |

| Vehicle Condition | |
|--|--|
| NHR Group Claims Management Fee | Fixed charge to recover our costs for dealing with damage caused to the Vehicle. |
| External Damage Assessment Fee | Damage assessment fee charged to NHR Group by an external damage assessor. |

| Vehicle Use | |
|---|--|
| Infringement Administration Processing Fee | The amount payable for administrative functions We undertake including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic & parking fines, speeding and traffic infringements incurred during Your rental of the Vehicle.. |
| Toll Administration Processing Fee | The amount payable for administrative functions We undertake including the payment of, or handling of any claim for charges and penalties related to the use of any toll roads during Your rental of the Vehicle. (where Tolls are not paid). |
| Roadside Assistance | If the driver is at fault for the problem for which assistance is requested, for example, the Vehicle running out of fuel, or the keys being locked in the Vehicle, this fee is the cost of providing breakdown or roadside assistance. If the driver is at fault and the Vehicle requires a tow, any towing costs will also be on charged to you. |
| Towing | Included in the Loss Damage Liability unless the need for towing of the Vehicle arises as a result of a Prohibited Use of the Vehicle. |

| Early/Late Return | |
|--|---|
| Additional Rental Days | You may be charged an extra day's rental at the then current rates for each 24-hour period entered into following the return time at then current rental rates for that Vehicle for each additional day (or any part thereof) Vehicle is returned late. |
| Charges for and Interest on amounts due | If you do not pay the amounts due to NHR Group under the Agreement (including any credit provided to you) in accordance with the Agreement, where interest is payable this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the RBNZ Official Cash Rate (OCR) for the rental plus a 2% margin. |
| Cancellation Fee | May apply if you prepaid your rental charges, committed to a rental term, and then cancelled the booking prior to the original pick up. |

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental. Please ask at the counter for details or check online

- A further table of these charges can be found here on our website **Annexure 6 (Contacts)**



Annexure 2 – Fuel Policy

| Type of Vehicle rented | Initial Fuel/Charge Supply | Notes |
|------------------------|---|---|
| ICE Vehicle | We generally provide You with a tank of fuel that is “full” | When We refer to a tank of fuel being “full”, We mean that the fuel gauge reflects that the tank is full. |

Payment for Fuel used during Your rental

You are responsible for the costs of fuel during Your rental.

Return with a full tank

- Return the Vehicle with a full tank of fuel purchased from a local fuel station.

Or without refuelling

- This will be charged at a per litre rate (Note this will be a higher rate than the fuel station).

Key Information

Vehicle is supplied with a full tank and should be returned as such.

Important

Fuel gauges may still indicate that the tank is “full” many kilometres after it was last re-filled. To deal with this, we ask you to refill the tank within 15 km of the return location and bring your fuel receipt with you when returning the Vehicle. We ask you to present a copy of the fuel receipt to a NHR Group employee or leave a copy in the Vehicle. If you do not do so, we reserve the right to apply a charge – please ask at the counter for details.

Key Information

Service Charge

We will charge you a price per litre to refill the tank.

These prices are indicated on your Rental Agreement.



Annexure 3 – Damage Policy

Your responsibility for damage to the Vehicle is set out at the Damage and Loss section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

Checking the Vehicle

We will maintain a summary of any damage on the Vehicle Condition Report (VCR) including time stamped digital pictures. Please check the condition of the Vehicle when you collect it and if there is any discrepancy, approach an NHR Group representative and request that the Vehicle Condition Report be amended, or a new report be prepared. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a NHR Group representative on return.

We will also inspect the Vehicle on your return and provide a Vehicle Incident Report (VIR) to record any new damage, which will not include any fair wear and tear.

At peak times you should allow time to complete the inspection of the Vehicle with our staff and agree any damage. If you don't have time to do this or you return the Vehicle when the location is closed, any new damage will be assessed in your absence. If you have taken date & time stamped photograph of the relevant pre-existing damage, show a NHR Group representative.

Sensors

Drivers are responsible for damage to the Vehicle (subject to these terms and conditions). In the event that the sensors are not active or are malfunctioning the driver is not alleviated from responsibility for the damage.

Damage assessment and charging

There are three common scenarios:

i. Damage – agreed on return.

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.

ii. Damage – not agreed because you are not present, or you are present but disagree with the damage identification.

If you are not present on return, our staff will take the relevant photos of the Vehicle, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.

iii. Damage – not agreed because you are not present, or you are present but disagree with the damage identification.

If the damage is significant, we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Important

Damage

We aim to deal with a damage assessment in a quick and practical way by using a third party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment.

Notification and evidence of damage

We will provide you with the following documents in respect damage:

- i. a system generated letter detailing the damage to the Vehicle.
- ii. photos of the damage to the Vehicle.
- iii. the Rental Agreement listing the date, time and return location and any pre-existing damage.
- iv. the final tax invoice/statement of charges that includes the amount charged for damage to the Vehicle and other fees and losses related to the damage.
- v. the Vehicle Incident Report (VIR); and
- vi. a damage cost assessment from a repair body shop and/or the invoice for the repairs.

Charging and other items

We will charge your Card with the amount set out in the final tax invoice that we have sent to you within 90 days of the date you returned the Vehicle. If we have charged your Card with an estimated amount or the applicable liability, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Damage Disputes

Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of Vehicles.

If you wish to dispute our assessment of damage, please contact NHR Group using the contact details in **Annexure 6 (Contacts)**.

If you cause loss or damage to a Vehicle or its accessories (including keys), you must complete an Incident Report (during your rental period or within 24 hours of its end) to benefit from any reduced or waived liability. The Incident Report will be given to you from the Rental Counter.

Key Information

References

If the Vehicle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- [Prohibited Uses](#)
- [Damage & Loss](#)
- [Accidents](#)

Definition Of Damage

NHR Group operates a fair wear and tear policy

For your benefit we have defined what constitutes damage.

You are invited to take a time-stamped photograph of the relevant pre-existing damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with a time/date stamp within 60 minutes of leaving the rental locations and show a NHR Group representative on return.

Ask a staff member about the Reduced Liability Waiver available before leaving the NHR Group Branch.

Liability Waiver is not applicable for any damage caused due to gross negligence or intentional damage. You must inform NHR Group in the event of any accident as soon as practicable and in any event within 24 hours.

Fair Wear and Tear is minor damage or wear that is reasonable to expect by normal use of driving a Vehicle. For your benefit we have listed what constitutes damage, and, therefore, chargeable at the end of your rental.

Vehicle bodywork Damage Is

- Scratch/Scrape over 20mm in length and over 1mm wide with paint surface penetration.
- Dent over 20mm diameter or paint surface penetration or multiple dents.
- Bumper scratch/scrape over 20mm in diameter with paint surface penetration. This is exclusive of rear bumper damage caused by the removal of items from boot/trunk.
- Lower front bumper scuffing or scrapes above the first 50mm of the lower front bumper or above the lower front bumper first crease line.

Tyre Damage Is

- Repair where a repair is possible (i.e. the tyre has not been run on a flat) only the Puncture repair and call out fees where applicable will be charged.
- Excess where tyre repair is not possible a replacement tyre (incl. fitting) will be charged.
- Tyre damage is unrepairable punctures. Tyre tread and sidewall damage that is not roadworthy e.g. cuts, bulges, gouges and abrasions. Tyre misuse e.g. flat spots and burnouts.

Ancillary components Damage Is

- Damage to mirrors.
- Damage to lights including: chips, holes, scratches and cracks.
- Wheel trims cracked, broken, missing, mismatched or not original.
- Damage to alloy wheels.
- Damage to Crane, tail lifts or hydraulic components

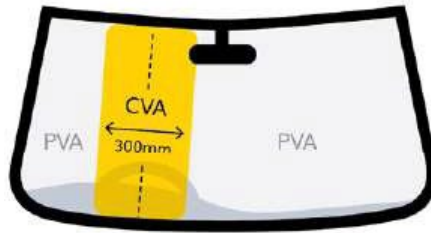
Vehicle interior Damage Is

- Any missing original equipment as noted.
- Trim damage or missing parts of the interior trim.
- Upholstery burns, cuts, stains or tears to the seats, carpets, roof lining and material in the glove box/boot.
- Excessive odour in the Vehicle

Glass Damage Is

- Repair between 2mm to 20mm in primary vision area (PVA) only.
- Replace over 2mm in critical vision area (CVA) edge of screen (90mm for top & sides, 65mm from bottom) and over 20mm in primary vision area (PVA).

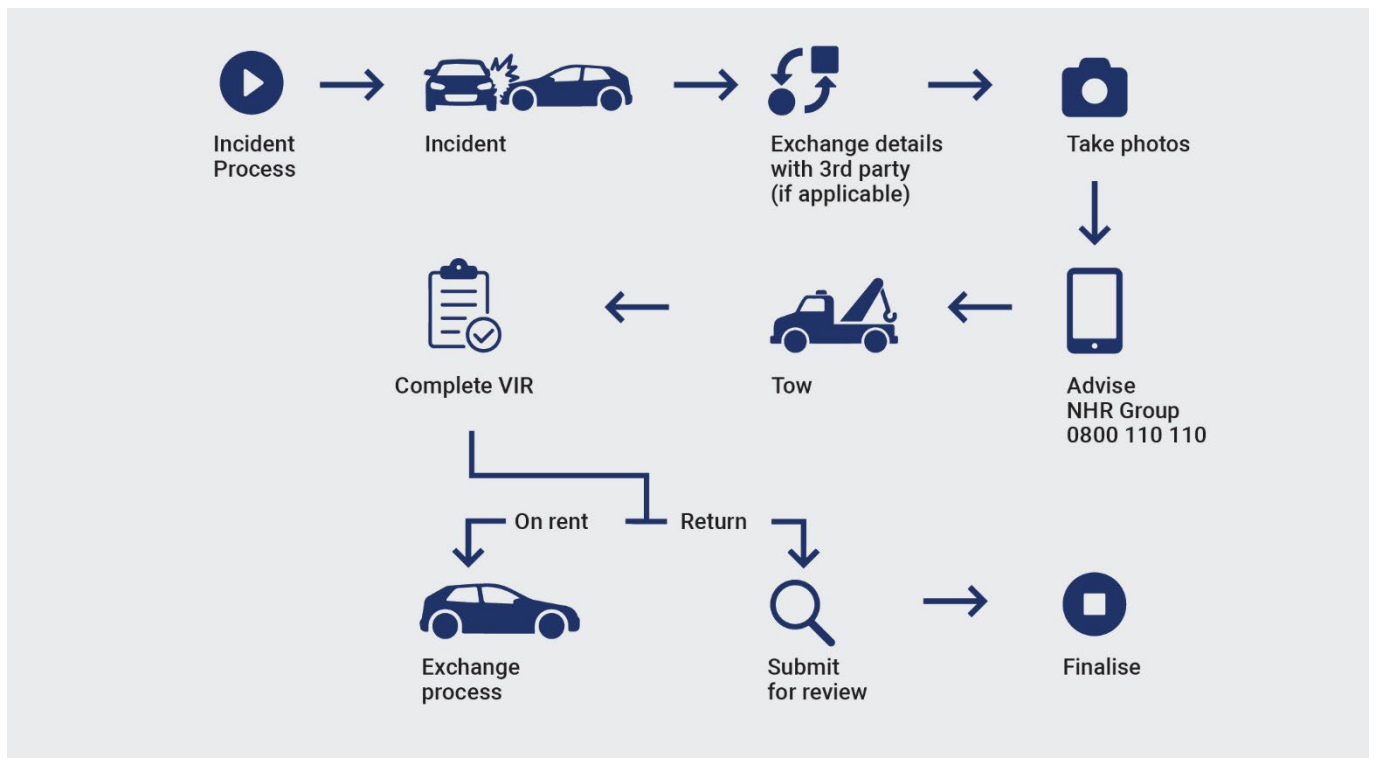
Note: If you notice a chip within 60 minutes of leaving the NHR Group locations, take a photo with the date/time stamp and present it to a NHR Group employee on your return.



In the event of an accident

Complete the Vehicle Incident Report (VIR) providing the details of your accident or the theft including any third-party information, even if there is no damage to the Vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the Vehicle.

NHR Group Damage Process



Important

Mechanical Damage - You are liable for any Mechanical damage caused as a result of your use of the Vehicle this includes any damage to the clutch and its associated components and recovery costs of the vehicle caused by driver error or misuse whether intentional or accidental. You acknowledge and accept that determination of responsibility is at our sole discretion



Annexure 4 – Optional Renter Protection Services

Collision Damage Cover is included in your rental rate and limits your liability to us for loss or damage to the Vehicle or related third parties to the amount of the applicable Loss Damage Liability (LDL or liability) (stated on your Rental Agreement) which applies to each incident of damage or loss caused except in the event of loss or damage caused by a Prohibited Use.

Optional Renter Protection Services

You may be offered the option to purchase Optional Renter Protection Services which may reduce your liability for loss or damage to the Vehicle which occur during the rental period or result from your use of the Vehicle.

Optional Renter Protection Services offered by NHR Group are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. Any liability waiver provided by Us excludes infringements including traffic and parking fines, and private parking charges which will be on-charged to your Card, and Fuel. You must follow our loss and damage policy [Annexure 3 \(Damage Policy\)](#) to obtain the benefit of reduced or waived liability from any of the below products.

Reduced Liability Waiver (RLW)

RLW is an optional product available at selected locations, which reduces your liability to us in the event of loss of or damage to the Vehicle (and other Incident Damages described in the Damage and Loss section). Your liability will be reduced from the standard LDL amount to the reduced LDL amount specified on the Rental Agreement.

This will be the maximum amount that you are liable to us for per incident, whether it be in respect of a Towing fee or for damage to the Vehicle, or for loss or damage to the Vehicle's keys or to the accessories the Vehicle comes with as standard.

Please note: Commercial Vehicles, this product will reduce liability to the sum shown in the rental agreement (it will not reduce liability to zero). This product does not cover mechanical damage to drive train components caused through misuse of the vehicle including the Engine, Clutch, Gearbox and Differential and associated recovery costs.



Annexure 5 – Privacy and Credit Notice

When you rent a Vehicle with us, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree that you have read and understand that we will process your personal information in accordance with our Privacy Policy. We may also collect the personal information of other authorised drivers and passengers and you agree you have the authority to provide NHR Group with their personal information and that you have informed them of this **Privacy Notice** and that NHR Group will also process their personal information in accordance with its [Privacy Policy](#).

If we provide you with credit, our [Credit Policy](#) explains how we manage your credit related information (credit information and credit eligibility information) that we collect and hold about you explains disclosures we may make in relation to your credit information and certain rights you have. Please read the section below on credit-related information for further details.

If you do not provide us with the personal information, this may impact on the services we can provide you.

How we collect your personal information

We collect personal information from you when you request our services to rent a Vehicle, when you pick up and use a Vehicle (through a Vehicle Monitoring System), when you provide us with your payment details, if the Vehicle is in an accident or is reported lost or stolen, when you return the Vehicle and when you incur charges.

We may take photographs of the Vehicle when you pick it up and return it and may operate CCTV cameras at our locations which may include images of you, authorised drivers, and passengers.

We may also take a photo of your person and a photo or a photocopy of your driver's licence to confirm the information provided when you request our services to rent a Vehicle.

Uses and disclosures of your personal information

We use your personal information for our legitimate interests and operations in connection with providing Vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the Vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our related parties, agents, insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database, to our debt collection agencies and to other parties involved in an accident with the Vehicle during the rental period or your credit card provider in the event you default on the payment of any monies owing to NHR Group.

Vehicle

If you use a CDP number (price discount) linked to a company, you agree that we may share your personal information with that company in relation to your rental.

Overseas disclosures

We may disclose your personal information to third parties who are located overseas, including NHR Group related companies, insurance companies and our service providers.

Vehicle Monitoring System (VMS)

Our Vehicles may be fitted with a VMS which can be used to open and close the Vehicle and track and record the geographical location, distance, and speed of the Vehicle during the rental period. It can also be used to immobilise the Vehicle in the event of non-payment or if we have reasonable grounds to suspect the Vehicle is being used for a Prohibited Use. You agree that we can track and record your location and your use of the Vehicle using the VMS, which may include your personal information. Refer to [Annexure 5 \(Privacy & Credit Notice\)](#).

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your consent, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how, how you engage with us, and the contact details you provide. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send.

Privacy complaints

Our Privacy Policy explains how to complain if you believe NHR Group has interfered with your privacy and how NHR Group will handle your complaint. Refer to [Annexure 6 \(Contacts\)](#).

Access to and correction of your personal information

You have the right to access on request the personal information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our Privacy Policy explains how to make access and correction requests and how requests are dealt with.

Your credit related information

We may disclose your credit information to credit reporting agencies, including if you default on making overdue payments in connection with consumer credit, we have provided you that is \$150 or more. We may also disclose your credit information and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our [Credit Policy](#) explains how to make and access correction requests and how requests are dealt with in connection with credit related information.

Our [Credit Policy](#) explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how NHR Group will handle your complaint.

Our [Credit Policy](#) and explains the credit reporting agencies to whom we may disclose your credit information as well as certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a your credit reporting information for pre-screening or direct marketing by a credit provider).

■ Key Information

Our Privacy and Credit Policies

Our Privacy Policy is available on our website details can be found in [Annexure 6 \(Contacts\)](#) or you can ask for a copy at any NHR Group rental location.

Our Credit Policy

Our Credit Policy can be found in [Annexure 6 \(Contacts\)](#) or you can ask for a copy of these documents at any NHR Group rental location.



Annexure 6 – Contacts

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

During your rental

If you have any questions or problems during your rental (e.g., to change the Return Time or return location) you can telephone our Customer Service Team or relevant location at any time using the number provided on the **Rental Agreement**. You can raise any other issues arising from the rental with our location staff on return.

Independent advice

If You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After your rental

Ask our Team if you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should:

- call the Customer service team using the details on your rental agreement.
- using the contact details provided below and our team will help resolve any issues. We aim to deal with all customer contacts in a timely manner.

We aim to deal with all customer contacts in a timely manner.

Key Contacts

| Contact | NHR Group |
|---------------------|--------------|
| Reservations | 0800 110 110 |
| Customer Service | 0800 110 110 |
| Roadside Assistance | 0508 697623 |
| Head Office | 09 415 1955 |

Key Websites

| Contact | NHR Group |
|------------------------|--|
| Our NHR Group Website | www.nhrgroup.co.nz |
| Our Privacy Policy | www.nhrgroup.co.nz/privacy-policy |
| Our Credit Policy | TBA |
| Our Terms & Conditions | www.nhrgroup.co.nz/terms-and-conditions |



Annexure 7 – Prohibited Roads

Prohibited Roads

Vehicles should not be driven in these areas at anytime:

- in Northland, 90 Mile Beach
- in Queenstown, Skippers Canyon Road, the road to Macetown
- in South Island, Tasman Valley Road, beyond the picnic area/parking lot near Mount Cook
- Any roads or areas with restrictions on vehicles where the vehicle hired exceeds the posted limits



Annexure 8 – Prohibited Uses

Prohibited Uses

Prohibited Uses of a Vehicle are:

- You, an authorised driver or your passengers acted recklessly or with deliberate intent to cause loss or damage to the Vehicle
- the Vehicle is damaged in the following ways:
 - the driver caused the Vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the Vehicle
 - the driver caused undercarriage damage to the Vehicle;
 - a person sits or stands on the roof of the Vehicle;
 - the driver causes damage above the windscreen line to the front, rear or side of the Vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering carparks with insufficient clearance) or securing luggage, skis or other items to the Vehicle's roof causing damage,
 - the driver drove the Vehicle with a flat tyre, ignored a warning light, or put the wrong fuel in the Vehicle;
 - repairing a Vehicle without our prior written authority. If NHR Group does permit you to carry out certain repairs, you must obtain an original tax invoice and receipt from the repairer, and upon verification of the same, we will reimburse you in line with your liability noted on your rental agreement;
 - driving the Vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the Vehicle is impaired or where the driver's blood level of any drug or alcohol is over the legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
 - the fitting of objects to the interior or exterior of the Vehicle that are not authorised by NHR Group;
 - failing to take reasonable precautions to safeguard the Vehicle such as leaving windows open or keys in the Vehicle, or failing to use the anti-theft system (if provided);
 - the Vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a driver's licence)
 - the use of the Vehicle by a person who was not authorised by NHR Group as the main or additional driver or did not meet the driver requirements in the Agreement;
 - the Vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
 - the Vehicle is sub-rented, transferred or sold;
 - the Vehicle is used to carry passengers (e.g., as a taxi or car sharing arrangement) unless NHR Group consents in writing, or to carry cargo (except for commercial Vehicles), for hire, reward or remuneration;
 - the Vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
 - the Vehicle is used for towing a trailer or any other Vehicle, unless the Vehicle has a towbar fitted by NHR Group, in which case you have permission from NHR Group to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the Vehicle (refer to the NHR Group website for further information details available in Annexure 6 (Contacts))
 - the Vehicle is overloaded with passengers and/or baggage;
 - the Vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
 - the Vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by NHR Group or off-road (e.g., on fire trails, tracks, fields or paddocks) (unless specified in writing by NHR Group);
 - the Vehicle is used in a manner that, in NHR Group's reasonable opinion, brings NHR Group into disrepute or publicly associates NHR Group with any particular political, religious, promotional or activist position;
 - on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds)
 - the Vehicle is driven in the areas listed see **Annexure 7 (Prohibited Roads)**
 - the Vehicle is smoked in or there is evidence of smoking

For Snow Regions

- failing ensure that the Vehicle complies with any legal requirements relating to fitment of snow chains and that the snow chains are fitted correctly. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and hub caps must be replaced on the Vehicle when the chains are removed



Annexure 9 – Definitions

| Optional Renter Protection Services | |
|--|---|
| Rental Agreement | The document headed "Rental Agreement" denoting a unique reservation number, and other specific information including names and contact details of the Parties, signed by You when the Vehicle was picked up. |
| Rental Start Date | The date and time the rental commences as shown on the rental agreement. |
| Authorised Driver | Drivers who we have validated and authorised to drive the Vehicle; these drivers should be noted in your rental agreement under "Authorised Drivers" |
| Initial Fuel Supply | The amount of fuel in the tank of the rental Vehicle provided to you on pick up. Fuel supply is noted on your rental agreement. |
| Accessory | Means any equipment rented from us, including but not limited to as applicable any Blankets, Ties, Trolleys or Strops. |
| Material Breach | <p>A Material Breach occurs if:</p> <p>The Vehicle is used for a Prohibited Use; The Vehicle is driven on a Prohibited Road; The Vehicle is driven by an individual that does not meet the licence and age requirements set out in this agreement; You or an authorised driver provide false or misleading information to us prior to, or throughout the term of the rental, which may reasonably be considered as material to our decision to grant you and continue you to grant you, a rental. Such material information includes matters. such as age, name, licence status, address, occupation, eligibility for any discount, or incident that occurs during the rental.</p> <p>Refer to the list of Prohibited Uses at Annexure 8 and the list of Prohibited Roads at Annexure 7.</p> |
| You/Your | The person who signed the rental agreement. |
| "Us", "We", "Our", "NHR Group" | Any reference to "Us", "We", "Our", "NHR Group" means Either of: NHR Group); or if a NHR Group franchisee or sub is identified on the Rental Agreement, that sub-licensee. |
| ICE Vehicle | means a road Vehicle with an internal combustion engine, powered by petrol or diesel fuel. |
| 4WD | means a Vehicle capable of distributing power to all four wheels simultaneously by engaging 4-wheel drive mode and where the transmission has a high and low range option but excludes an all-wheel drive Vehicle which in normal operation distributes power differentially to each wheel. |
| Commercial Vehicle | <p>means a motor Vehicle capable of carrying goods, 10 or more passengers and can be used for industrial and agricultural purposes.</p> <p>means a Vehicle classed as a truck or bus that requires a 'specialized Vehicle' license to drive. It is a Vehicle that has a gross Vehicle mass (GVM) or aggregate trailer mass (ATM) of more than 3.5 tonnes.</p> |
| Long Term Hire | Refers to hire with a duration over three months with an agreed upon rate specific to that hire see Annexure 10 (Long term hires) |
| Vehicle | means the road Vehicle you have rented, which may be any of the above, and includes all Vehicle parts, tyres, tools (supplied with the Vehicle), and all other accessories or equipment in or fitted to the Vehicle by the Manufacturer or NHR Group. |
| Prohibited Use | Means the circumstances in Prohibited Uses at Annexure 8 |
| Applicable Consumer | Protection Law - Means a reference to consumer protection law (as that term is normally understood) as applicable in New Zealand, depending on what law governs the Agreement, including the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, as amended from time to time. |
| Vehicle Monitoring System "VMS" | Our Vehicles may be fitting with a VMS which may be used to open and close the Vehicle and track and record the geographical location, distance and speed of the Vehicle during the rental period. It can also be used to immobilize the Vehicle in the event of non-payment or if we have reasonable grounds to suspect the Vehicle is being used for a Prohibited use. |



Annexure 10 – Long Term Hires

Long Term Hire

Long Term Hires are defined as a hire with a duration over three months with an agreed upon rate specific to that hire
Unless otherwise agreed all Long Term Hires include the following

- All servicing and maintenance and compliance requirements (excludes costs associated to any misuse and abuse)
- COF and REGO
- Road User Charges
- Tyres (excluding punctures costs associated to any misuse and abuse)
- 24 Hour nationwide breakdown cover
- GPS Tracking

Early Return Fee

You can return a long term hire at any time after the initial 3 month period without penalty however if the vehicle is returned prior to completing the initial 3 month period pricing will revert back to our standard monthly pricing at the time of pick up with the difference in balance payable on the final invoice.

May apply to long term vehicle hires returned within 3 months of the commencement of hire outlined on your agreement. This will be calculated as the balance between the offered long term rate and the standard Daily/Weekly/Monthly charge for vehicle hired for the duration of the hire