



## Snap Rentals Terms and Conditions

All tariffs are in New Zealand Dollars (NZD) and are inclusive of New Zealand Goods and Services Tax

### 1. General

- 1.1. Only the people listed on as authorised drivers will drive the vehicle.
- 1.2. Everyone driving the vehicle must have a valid full NZ or overseas driving licence (translated into English if necessary) that is required for the class of vehicle.
- 1.3. No minimum or maximum age restriction applies.
- 1.4. Snap Rentals has the right to request two recent (within 3 months) forms of address from the hirer before allowing a vehicle to be rented to the hirer.
- 1.5. Daily hire charges are calculated on a per twenty-four hour day basis.

### 2. Disputes

- 2.1. If you believe you have been incorrectly charged or you have any other complaint about your experience, you must inform us in writing within 20 working days.
- 2.2. We will aim to resolve all complaints amicably and in good faith and try to settle all disputes within 14 days.

### 3. Your Obligations

#### *Payment*

- 3.1. You will pay the amount specified on your Rental Agreement to us
- 3.2. You may also be liable for any relevant additional charges for:
  - 3.2.1. Fuel;
  - 3.2.2. Returning the vehicle later than the agreed time;
  - 3.2.3. Damage to or repair of the vehicle, and enforcement charges related to this;
  - 3.2.4. Traffic fines, infringement fees, and any administration cost we have to pay in relation to this; and/or
  - 3.2.5. Toll charges.
- 3.3. At the start of the hire you must provide us your credit card details. The credit card must be in the name of the main hirer. We reserve the right to refuse a hire if the main driver does

not have a credit card in their name. A debit card maybe provided if Go Smarter Premium Protection is added to the hire reducing the excess and bond to \$0.00. We may put a hold on your credit card or debit card up to the total value of the hire. If any loss occurs, we will charge the loss based on the actual costs to your credit card or debit card.

- 3.4. There is no deposit required to secure your booking with us. Full payment is taken on the day the rental period commences. For after hours collections, payment is taken the working day prior to rental commencement. If the hirer cancels the booking prior to collection then the cancellation policy will apply.
- 3.5. Our preferred payment methods are by credit card or cash which must be in NZD. When paying by credit card, a 2.5% surcharge applies for all Visa or MasterCard transactions and a 5% surcharge applies for any American Express transactions.

#### *How to use the vehicle*

- 3.6. You must never:
  - 3.6.1. Use or let anyone else use the vehicle to transport passengers for hire or reward unless you let us know in writing, and you are appropriately licensed under Part 4A of the Land Transport Act 1998 ("the Act");
  - 3.6.2. Sublet or hire the vehicle to anyone else
  - 3.6.3. Drive or let anyone else drive the vehicle in breach of sections 56, 57, 57AA, 57A or 58 of the Act;
  - 3.6.4. Drive or let anyone else drive the vehicle in any race, speed test, rally or contest;
  - 3.6.5. Use the vehicle or let anyone else use the vehicle in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011, or any other Act, regulation, rule or bylaw about road traffic;
  - 3.6.6. Use the vehicle or let anyone else use the vehicle to transport more passengers or goods than set in the certificate of loading and/or RUC certificate (whichever sets less);
  - 3.6.7. Drive the vehicle or let anyone else drive the vehicle on any beach, driveway, or surface likely to damage to vehicle; or

- 3.6.8. Carry pets or animals inside the vehicle unless they are approved service animals.
- 3.7. It is your responsibility to ensure that:
  - 3.7.1. You take reasonable care when driving and parking the vehicle;
  - 3.7.2. You maintain the water in the vehicle's radiator and battery at the proper level;
  - 3.7.3. You maintain the oil in the vehicle at the proper level;
  - 3.7.4. You maintain the tyres at the proper pressure;
  - 3.7.5. The vehicle is secure and locked whenever it is not being used;
  - 3.7.6. Nobody interferes with the distance recorder or speedometer;
  - 3.7.7. Nobody interferes with any part of the engine, transmission, braking or suspension systems;
  - 3.7.8. If a warning light appears, or you believe the vehicle needs mechanical attention, you stop driving and contact us at once; and
  - 3.7.9. You keep a copy or have access to a digital copy of the Rental Agreement in the vehicle during the hire.

#### *Accidents*

- 3.7.10. Regardless of who is at fault, if the vehicle is involved in an accident, is damaged, breaks down or needs repair or salvage, you must notify us at once.
- 3.7.11. You must not arrange or carry out any repairs or salvage without our approval unless this is necessary to prevent further damage to the vehicle or other property.
- 3.7.12. If the vehicle is required to be towed, you will be responsible for the cost of towing the vehicle regardless of who is at fault for the accident

#### *Returning the vehicle*

- 3.7.13. You must return the vehicle before or at the end of the hire period to the address set out on page 1 of the rental agreement.
- 3.7.14. Snap Rentals will not be responsible for any property found in or on the vehicle after the vehicles return.

#### **4. Our Responsibilities**

- 4.1. We will make sure the vehicle is in a safe and road worthy condition and displays a valid and current Certificate of Fitness.
- 4.2. If the vehicle needs repair or replacement, we will discuss your options with you to minimise your inconvenience.

#### **5. Cancelling this Agreement**

5.1. Our cancellation fees are as follows:

- 5.1.1. Cancelled at least 3 days before pick up, no further charges apply.
  - 5.1.2. 5.3. Cancelled 1 – 3 days prior to pick up, 50% of the rental (including accessories and insurance) is payable to Snap Rentals and/or the booking agent.
  - 5.1.3. 5.4. Cancelled on the day or no show, 100% of the rental (including accessories and insurance) is payable to Snap Rentals and/or the booking agent.
  - 5.1.4. 5.5. Cancelled during the hire so long as 24 hours' notice is given. In this case, you must still pay the normal fee applicable for the hire. If you have already paid the full amount, we may at our discretion refund you for the outstanding days.
- 5.2. If the vehicle you booked is unavailable, we will upgrade you to the next best option. If no upgrade is available, we will still give you a vehicle and refund you the difference in value or give you the option to cancel. If no vehicle is available at all, we will recommend an alternative rental supplier.

#### *Dangerous Driving*

- 5.3. If we reasonably believe that your driving will likely cause danger to yourself or anyone else, we may:
  - 5.3.1. cancel this agreement at once by giving you either verbal or written notice, and
  - 5.3.2. elect to discuss circumstances of your cancellation with other rental companies to promote safe driving in New Zealand.
- 5.4. If we cancel the agreement because of this, you must return the vehicle to the address set out on page 1 of the Rental Agreement as soon as possible.
- 5.5. We may cancel this agreement if you breach any of the obligations or conditions outlined in this agreement. If so, no refund will be given.

#### **6. Privacy**

- 6.1. We will collect, hold and use your personal information for purposes related to the hire of the vehicle. We may disclose such personal information to third parties legitimately seeking to recover debts incurred as a result of your use of the vehicle.
- 6.2. You retain rights of access to, and correction of, your personal information.
- 6.3. Specific vehicles in our fleet collect data on a per journey travelled basis. We have the right to retain such information, and have the right to use said information at our own discretion.

#### **7. Liability**

*You are liable for any:*

- 7.1. loss or damage to the vehicle and its accessories,
- 7.2. consequential loss, damage or costs we have to pay, including salvage costs,
- 7.3. loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or anyone driving the vehicle, and
- 7.4. collection costs that may be occurred if you fail to pay any amount owed to us, and the debt has to be referred to a debt collection agent.

## 8. Insurance

- 8.1. Our fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in New Zealand under the Insurance (Prudential Supervision) Act 2010.
- 8.2. Please note that we are not providing insurance services to you. We are only managing the insurance provided under the Policy. We reserve the right to decide whether to claim under the Policy. If the vehicle is damaged, you must contact us at once and only deal with us.

### *Who is covered*

- 8.3. Authorised drivers listed on the rental agreement are covered against any accidental loss as set out in clause 8.2.

### *What will the insurer pay*

- 8.4. You are insured under the Policy for the market value of the vehicle, and up to \$10,000,000.00 for loss or damage to vehicles and property of third parties arising during the hire, that is caused by you or authorised drivers of the vehicle.
- 8.5. You can make your own insurance arrangements if we are satisfied that the other insurance is comparable to the cover under the Policy. You will not be covered under our Policy if you make your own arrangements.

### *Your excess*

- 8.6. If you do not choose to make your own insurance arrangements, you must pay an excess contribution. This is the amount you must contribute towards the cost of repair or replacement of the vehicle or damage to third party property. The excess applicable depends on the excess option you choose:
  - 8.6.1. Go Smarter Comprehensive Protection Cover: \$Nil
  - 8.6.2. Baseline: \$200.00
  - 8.6.3. Risky Business: \$2,000.00
- 8.7. The cost of reducing the excess applicable is as follows:
  - 8.7.1. Go Smarter: \$24.00 per day, up to a maximum of fifty (50) days
  - 8.7.2. Baseline: \$16.00 per day, up to a maximum of fifty (50) days

- 8.7.3. Restricted License (P Plates) Insurance: Restricted or P Plate Licence holders are required to take out our Restricted License (P Plates) Insurance with their hire at the cost of NZ\$29.00 per day (to a maximum of fifty (50) days). Go Smarter Comprehensive Protection Cover is included within this insurance.

- 8.8. Go Smarter Comprehensive Protection Cover includes the following:

- 8.8.1. Windscreen and tyre cover
- 8.8.2. Premium 24/7 Roadside Assistance
- 8.8.3. Lost key replacement costs

- 8.9. Windscreen and tyre damage, roadside assistance charges & lost key replacement costs are not covered if either a Risky Business or Baseline insurance option is taken

- 8.10. Please note, if the hirer uses Go Smarter Comprehensive Protection Cover to make a claim during the hire (e.g. in the instance of where a police report is issued, or if the windscreen is replaced) Go Smarter Comprehensive Protection Cover is void for the remainder of the hire. It is at the discretion of Snap Rentals to decide whether Go Smarter Comprehensive Protection Cover can be issued again. Go Smarter Comprehensive Protection Cover does not cover damage caused from snow chains, underbody or over body damage (including if the vehicle has a rollover), or towage costs associated with any damage.

- 8.11. Whichever excess is applicable, we require a bond of the same amount to be held on your credit card at the commencement of the hire. This bond is not a deduction on your card, but a pre-authorisation providing us with authority to deduct the amount in line with these terms and conditions. If there is no loss/damage or any reported incidents, speeding fines or parking tickets the bond will be released from your credit card within 5 working days of the end of your hire.

- 8.12. If the vehicle is damaged in any way or if the vehicle is involved in an incident which damages third party property, the bond will be captured from your credit card. The liability for damage to the vehicle is applicable to the hirer regardless of who is at fault. If the hirer is not at fault and the third party admits liability, then a refund will be processed upon receipt of payment for damages from the third party. If the hirer is at fault, vehicle damage repair costs will be obtained and any refund between the amount of the damage repair costs and the bond will be refunded to the hirer. If the damage repair costs are greater than the bond, we reserve the right to charge the full damage repair costs if these terms and conditions are found to have been breached.

- 8.13. Insurance needs to be renewed in the event of an insurance claim. Insurance does not cover the transportation of damaged vehicles, or a replacement vehicle following an accident.

- 8.14. All damage must be reported within 24 hours for insurance to apply.

8.15. In the event of an accident involving the hirer or any additional driver, we are under no obligation to provide a replacement vehicle. The unused portion of the hire is not subject to refund.

8.16. Regardless of whether you have chosen Go Smarter Comprehensive Protection Cover or Baseline, you will not be covered for any loss referred to in clause 7 if:

8.16.1. You or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol;

8.16.2. The vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this;

8.16.3. You or anyone else drives the vehicle in any race, speed test, rally, hill climbing or contest;

8.16.4. Anyone drives the vehicle who is not named on page 1 of the Rental Agreement, or does not have a valid and full drivers licence;

8.16.5. You or anyone else driving the vehicle causes any loss or damage by committing any intentional or reckless act or omission, including a reckless or intentional serious traffic offence;

8.16.6. You or anyone else drives the vehicle on any beach, riverbed, or private road;

8.16.7. Damage is caused due to unlawful driving

8.16.8. The driver receives a charge of reckless or dangerous driving by the New Zealand Police

8.16.9. Damage is caused when these terms and conditions are breached

8.16.10. Damage is caused due to negligence or wilful conduct

8.16.11. Damage is caused due to the use of incorrect or contaminated fuel

8.16.12. Damage is caused due to using the vehicle in contravention of any legislation or regulation

8.16.13. Insurance options do not cover loss or damage to accessories hired

8.16.14. Vehicle rollover

8.16.15. Underbody damage

8.16.16. Overbody damage

8.16.17. Any loss of, or damage to any property stolen from the vehicle or otherwise lost or damaged during the rental.

## 9. Mechanical Faults

9.1. The hirer shall take all reasonable care to ensure that the vehicle is properly maintained during the hire period. This shall include daily checks of the oil, water and battery.

9.2. The vehicle is covered by 24 hour, 7 days, road-side assistance at the cost of the hirer. If the hirer has chosen Go Smarter

Comprehensive Protection Cover then the cost of the road-side assistance is included.

9.3. If the vehicle has any mechanical failures during the hire these issues must be reported to the Snap Rentals as soon as possible in order to give Snap Rentals the opportunity to rectify the issues during the rental.

9.4. The hirer is not entitled to any refund unless Snap Rentals has been advised of the issue, and has been given the opportunity to rectify the situation.

9.5. A refund can be requested from Snap Rentals if a breakdown has directly caused a delay in travel in one location of 48 hours or more.

9.6. Snap Rentals is not liable for any delay in repair caused by a breakdown occurring on a weekend or public holiday.

## 10. Refunds

10.1. Any potential refund for a breakdown of the vehicle is limited to the daily rental rate of the vehicle for each day.

10.2. For the avoidance of doubt, Snap Rentals is not liable for any costs the hirer incurs due to the breakdown including but not limited to substitute rental vehicle, accommodation costs, and any other costs associated due to the breakdown unless otherwise stated in these terms and conditions.

10.3. Snap Rentals does not accept any liability for currency exchange rate fluctuations.

10.4. All refunds are subject to a processing period of up to 25 working days from the date the vehicle was returned to Snap Rentals

## 11. Amendments

11.1. If an amendment is made to the hire dates within 3 days prior to collection or during the hire, no refund will be made if the length of the hire is decreased (that is, the rental will be charged at the number of days originally booked).

11.2. If the hirer wishes to extend the rental whilst on hire, they must first obtain authorisation from Snap Rentals.

11.3. Any extension is subject to fleet availability and Snap Rentals will advise of the additional cost.

11.4. Failure to obtain authorisation (i.e. a late return) will result in the hirer being charged the daily rate plus an additional NZ\$200 for each day.

11.5. If the hirer wishes to change the pick up or drop off location after confirmation of the booking, or during the hire period, authorisation from Snap Rentals must be obtained.

11.6. Subject to the change being approved, an additional charge of NZ\$750 may apply.

11.7. If the vehicle is returned early for any reason there is no refund available for the unused portion of the hire.

reserve the right to refer your account to a debt collection agency.

## 12. Fuel

- 12.1. All vehicles are supplied with a full tank of fuel and accordingly, all vehicles must be returned with a full tank of fuel.
- 12.2. If the vehicle is returned without a full tank of fuel, the hirer is liable for the cost of the fuel, plus a fee of NZ\$25.00.

## 13. Infringement Offences

- 13.1. You will be liable for the following infringement offences committed during the hire
  - 13.1.1. a speeding offence,
  - 13.1.2. a toll offence,
  - 13.1.3. an offence for not keeping to a traffic signal direction, detected by vehicle surveillance equipment
  - 13.1.4. an offence for parking on a road that breaches any bylaw or road controlling authority
  - 13.1.5. any parking tickets whether issued by the respective body including but not limited to Council, Police or private company
  - 13.1.6. an offence against Part 6 of the Land Transport (Road User) Rule 2004, or
  - 13.1.7. an offence under section 20(1) of the Freedom Camping Act 2001.
- 13.2. If you commit an infringement offence, you must pay any infringement fee and costs due.
- 13.3. After receiving an infringement notice, we will transfer liability for the offence from us as the registered owner of the vehicle to you as the driver, providing the relevant infringement authority with your name, address, date of birth and driver licence number. We will charge an administration fee of up to \$50.00 per infringement to cover the cost of transferring liability.
- 13.4. If we are unable to transfer liability (e.g. if the infringement doesn't allow liability to be transferred, or if we do not hold all information necessary to transfer liability), the credit card held on file will be charged for the amount of the infringement fee plus a \$50.00 administration fee.
- 13.5. You have the right to challenge, complain about, query or object to the alleged offence to the relevant issuing infringement authority. If you are successful at having the infringement reversed, any administration fee that we have charged in relation to your infringement is not able to be refunded.
- 13.6. If, as at the completion date of your rental agreement, any costs associated with your rental have not been paid, or subsequent to this completion date you become liable for additional costs in relation to your rental agreement, we

- 13.7. In these circumstances, and solely at our discretion, you may become liable for all costs incurred by us in relation to the collection of this debt (including but not limited to internal administration fees, legal fees, collection agency fees, and bank fees).

### *Your Rights*

- 13.8. You are entitled to:
  - 13.8.1. challenge or complain about the alleged offence to the enforcement authority that sent the infringement notice, and
  - 13.8.2. seek a court hearing, either within 56 days from the date the infringement notice was given, or 28 days from the date the reminder notice was given.

## 14. Other Extra Fees and Charges

- 14.1. Cleaning Fee: If the vehicle is not returned in a tidy condition, a fee of \$200.00 will apply
- 14.2. Smoking Fee: If any person smokes inside and/or around the vehicle, a fee of \$200.00 will apply.
- 14.3. Pet Fee: If pets are found to have been in the vehicle, a \$200.00 cleaning fee will apply.
- 14.4. Call-out Fee: If Baseline or Risky Business cover is selected and roadside assistance is required, the hire will be liable for the roadside assistance provider's call-out fee where the call out is due to driver error. This includes, but is not limited to: flat battery due to driver error (e.g. lights left on, door left open etc); customer has run out of petrol; anything else related to driver error, accidents etc. If assistance is required purely due to mechanical breakdown, the call out fee will be covered by us.
- 14.5. Towing Charge: when the vehicle is required to be towed due to human error, the hirer will be liable for the cost of towing the vehicles. This includes but is not limited to: accidents (regardless of who is at fault), flat batteries due to hirer error (lights left on, door open etc), wrong fuel in the tank, etc. If the tow is required due to mechanical breakdown, the cost of the tow will be covered by us.

## 15. Other

- 15.1. Snap Rentals reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Snap Rentals reserves the right to refuse any rental at its own discretion.
- 15.2. The Hirer agrees that Snap Rentals shall have the right to refuse any rental and/ or terminate the hire and take immediate possession of the Vehicle, without notification to the Hirer, if:

- 15.2.1. the Hirer fails to comply with any of the material terms and conditions of this Agreement,
- 15.2.2. the Hirer has obtained the Vehicle through fraud or misrepresentation;
- 15.2.3. if the Vehicle is damaged; or
- 15.2.4. in the reasonable opinion of Snap Rentals and/or the NZ Police the Authorised Driver(s) do not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk.

15.3. In such event the Hirer will:

- 15.3.1. not be entitled to a refund of part of the rental charges; and
- 15.3.2. be responsible for the payment of any towing costs to return the Vehicle to the Return Location plus a fee to cover the reasonable costs of Snap Rentals in arranging the return of the Vehicle. This includes the extension of the hire if the vehicle cannot be recovered to a Snap Rentals depot by the completion of the hire