

This rental agreement comprises the details of the hire (clauses 1 to 7) and the terms and conditions below (Rental Agreement).

The Rental Agreement is made between GO Rentals (Auckland) Limited (GO Rentals), the hirer identified in clause 1 (Hirer) and (if different to the Hirer) the cardholder identified in clause 1 (Cardholder), and sets out the terms on which GO Rentals agrees to rent the vehicle(s) identified in clause 3 (and any subsequent or replacement vehicle) (Vehicle) to the Hirer.

The Hirer and the Cardholder (if different to the Hirer) are jointly and severally liable for the actions of and the performance of the obligations of the Hirer under this Rental Agreement.

8. Agreement to rent

- 8.1 GO Rentals agrees to rent the Vehicle, and the Hirer agrees to take on the rental of the Vehicle, on the terms set out in this Rental Agreement.
- 8.2 The term of hire of the Vehicle starts and ends at the times set out in clause 3 of the Rental Agreement, subject to any extension or early return in accordance with clauses 21 or 22 (Hire Term). Where the Vehicle is returned outside of GO Rentals office hours or to an airport car park, the Hirer remains responsible for the Vehicle, including any applicable after hours fees and any damage until a GO Rentals representative has checked the vehicle back in.
- 8.3 The Hirer authorises GO Rentals to amend clause 3 of the Rental Agreement at or before the time the Hirer picks up the Vehicle to insert or change the registration number of the Vehicle, and if necessary, to amend the Vehicle's make and/or model (to what GO Rentals reasonably considers is an equivalent or better Vehicle) if GO Rentals reasonably considers this to be necessary.

9. What are my costs?

- 9.1 The Hirer must pay the amount specified in clause 5 to GO Rentals at the time of or prior to picking up the Vehicle. Hire charges are calculated on a "per day" basis, consisting of each consecutive 24 hour period. If the Vehicle is scheduled to be returned less than 4 hours after the commencement of the relevant 24 hour period of the last day of the Hire Term, then the Hirer will only be charged 25% of the applicable daily rental rate for each hour (or part thereof) for that day (but if the scheduled return time is 4 hours or more after the commencement of the relevant 24 hour period, the full daily rental rate will apply).
- 9.2 The Hirer must pay for all fuel or electricity used during the Hire Term. If GO Rentals offers and the Hirer:
 - 9.2.1 chooses to take the pre-paid fuel purchase option at the start of the hire, then no refund is made for any remaining fuel on the return of the Vehicle; or
 - 9.2.2 does not choose to take the pre-paid fuel purchase option at the start of the hire, then the Vehicle must be returned to GO Rentals with a full fuel tank. If the Vehicle is not returned with a full fuel tank then the Hirer is liable to pay the then current price per litre to fill the fuel tank plus a \$35 refueling fee. (Please note there are alternative rules for Electric Vehicles covered in Clause 26)
- 9.3 The Hirer is also liable for the following costs in the following circumstances:
 - 9.3.1 a \$15 fee for each additional driver (other than the Hirer) named at clause 2 in this Rental Agreement;
 - 9.3.2 the applicable insurance excess for each and every instance of damage that occurs in respect of the Vehicle or spare parts;
 - 9.3.3 the replacement cost (at current retail replacement value) of any damaged, lost or missing accessories, keys or key cards;
 - 9.3.4 the reasonable costs of vehicle grooming if any person smokes and/or vapes in or around the Vehicle or any animal (other than a disability assist dog) is in the Vehicle (usually around \$300);
 - 9.3.5 the reasonable costs associated with cleaning the Vehicle's interior or exterior if the Vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorising;
 - 9.3.6 the reasonable costs to repair and return the vehicle to a serviceable and useable condition, where the vehicle has been damaged by sand or water. As a result of (but not limited to) crossing creeks, rivers, lakes, flooded fords, flooded roads or from exposure to salt water or driving on beaches. The usual minimum cost of any repair starts at \$2,000, with more significant damage causing substantial loss or vehicle write-off, the Hirer will be liable for the total cost;
 - 9.3.7 a \$3 charge per day for Total Road Care that covers AA roadside assistance, Road Tolls and Toll admin fees, Unlimited Kilometers and all Government Road Taxes (such as Registration and Road User Charges).
 - 9.3.8 the then current daily rental rate on a per day basis for the Vehicle if the Vehicle is returned after the expiry of the Hire Term as described in clause 21 and in addition a one off late fee of \$250;
 - 9.3.9 any speeding or parking tickets, breach notices or infringements incurred in relation to the Vehicle during the Hire Term, plus an administration fee of \$60 (see clause 20 for more information);
 - 9.3.10 reasonable relocation costs if the Vehicle is left at (or returned to) any location other than the location specified in clause 3 of the Rental Contract (usually between \$625 and \$2,500);
 - 9.3.11 any damage or loss to the Vehicle or spare parts not recovered by GO Rentals under insurance;
 - 9.3.12 processing fees apply to all credit card payments and all online debit card payments. 2.5% for Visa Mastercard, WeChat and Alipay, 4% for American Express, JCB. Note All processing fees are subject to GST; and
 - 9.3.13 upon default or overdue payment and during any period of default, any unpaid balance arising from this Agreement shall accrue interest at a rate of 10% per annum.

10. What happens if I am liable for further costs?

- 10.1 GO Rentals will deduct, and the Hirer authorises GO Rentals to deduct, any costs or charges required to be paid by the Hirer under this Rental Agreement from the Hirer's credit card during or after the Hire Term (and the Hirer agrees not to revoke this authority without the written consent of GO Rentals). Without limiting GO Rentals' rights under this clause 10, GO Rentals will endeavour to contact the Hirer to discuss any such charges (other than rental charges) before making any deduction.
- 10.2 If the Hirer fails to pay any money due under or in connection with this Rental Agreement within 14 days of the due date for payment, GO Rentals may, without prejudice to any other rights or remedies GO Rentals may have, charge the Hirer an amount equal to the reasonable costs incurred by GO Rentals in connection with the collection of any unpaid money, including costs charged by any debt collection agency and any legal fees. Go Rentals may also recover any costs incurred from chargebacks, such as payment gateway admin costs and currency exchange fees.

11. Who can drive the Vehicle?

- 11.1 The Hirer must ensure that the Vehicle is only driven by the persons named at clause 2 of this Rental Agreement (each, an Authorised Driver). Each Authorised Driver must be at least 21 years of age and hold a current and valid full driver licence appropriate for the Vehicle. When an international driving license is being presented, it must be current, valid and accompanied by the original license from the country of issue.
- 11.2 All Authorised Drivers need to be present when the Vehicle is picked up and the driver licence of each Authorised Driver must be presented to GO Rentals at this time. Additional drivers may not need to be present at time of pick up if they have already had their license sighted in another location. If the licences are not printed in English then they must be accompanied by an English translation provided by a NZ Transport Agency approved translator.
- 11.3 GO Rentals may choose to accept a restricted New Zealand driver licence at its own discretion, if it does so the Authorised Driver must only operate the Vehicle in accordance with the relevant restrictions, and the Hirer acknowledges that the insurance referred to in this Rental Agreement may be void if any such restrictions are not adhered to. Electric vehicles can not be hired on a restricted license.
- 11.4 Pink, Blue or SUPV issued New Zealand Driver Licences, which are subject to special conditions as the result of a suspension, disqualification or supervisory order, are not an accepted licence to rent with.
- 11.5 Digital driver licenses that can easily be verified to have been authorised by the appropriate authority may be accepted at GO rentals sole discretion, however we always recommend that the Hirer brings their physical card.

12. What are my other obligations?

- 12.1 The Hirer must:
 - 12.1.1 ensure that all reasonable care is taken when handling and parking the Vehicle;
 - 12.1.2 ensure that the Vehicle is left securely locked when not in use;
 - 12.1.3 if the Hire Term is more than 21 days, ensure the recommended levels are maintained in respect of water in the radiator, pressure in the tyres, coolant and oil. Please refer to the vehicle owner's manual for further instructions;
 - 12.1.4 in respect of any accessories rented from GO Rentals:
 - (a) take all reasonable care of such accessories;
 - (b) not leave any GPS unit or other valuables in sight while the Vehicle is unattended; and
 - (c) follow all safety and usage guidelines provided by the manufacturer or GO Rentals;
 - 12.1.5 comply with rules 7.6 and 7.7 of the Land Transport (Road User) Rule 2004 in relation to child restraints and ensure that any child restraint is correctly installed in the Vehicle;
 - 12.1.6 ensure that all Authorised Drivers are aware of and bound by these terms and conditions and carry their driver licence with them while driving;
 - 12.1.7 notify GO Rentals as soon as practicable following any breakdown or damage to the Vehicle (see clauses 18 and 19 for further information); and
 - 12.1.8 ensure that a copy (which may be an electronic copy) of this Rental Agreement is kept in the Vehicle throughout the Hire Term and is produced without delay for inspection upon demand by an enforcement officer.
 - 12.1.9 drive and care for the vehicle in a responsible manner at all times
- 12.2 The Hirer must not:
 - 12.2.1 smoke or vape (or permit anyone else to smoke or vape) in or around the Vehicle;
 - 12.2.2 permit any animal (other than a disability assist dog) in the Vehicle;
 - 12.2.3 instruct any person to interfere with any mechanical aspect of the Vehicle including, but not limited to, the distance recorder, speedometer, engine, transmission, braking or suspension systems of the Vehicle;
 - 12.2.4 sublet or hire the Vehicle to any other person;
 - 12.2.5 allow the Vehicle to be operated outside of his or her authority;
 - 12.2.6 operate the Vehicle or allow it to be operated in circumstances that constitute an offence by the driver against sections 56, 57, 57AA, 57A or 58 of the Land Transport Act 1998 (which relate to driving offences involving drink or drugs);
 - 12.2.7 operate the Vehicle or allow it to be operated in any race, speed test, rally or contest;
 - 12.2.8 operate the Vehicle or allow it to be operated in breach of the Land Transport Act 1998, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
 - 12.2.9 operate the Vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross Vehicle mass specified in the certificate of loading for the Vehicle;
 - 12.2.10 drive or allow the Vehicle to be driven by any person, if at the time of driving, the driver is not an Authorised Driver,
 - 12.2.11 operate the Vehicle or allow it to be operated to tow or propel any other vehicle of more than the recommended tow limit for the Vehicle; or
 - 12.2.12 use or allow the Vehicle to be used for the transport of passengers for hire or reward unless the Vehicle is hired with the knowledge of GO Rentals for use in a passenger service licensed under Part 4A of the Land Transport Act 1998.

13. What are GO Rentals' other obligations and rights?

- 13.1 GO Rentals will supply the Vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.
- 13.2 GO Rentals may cancel this Rental Agreement (whether before or after Vehicle pick up) and immediately repossess the Vehicle in any of the following circumstances:
 - 13.2.1 the Hirer is in breach of any material term of the Rental Agreement;
 - 13.2.2 the Hirer is unable to provide a driving licence, credit card and or bond under their name, or has obtained the vehicle through fraud or misrepresentation;
 - 13.2.3 the Hirer has obtained the Vehicle through fraud or misrepresentation;
 - 13.2.4 the Vehicle appears to be abandoned;
 - 13.2.5 the Vehicle is not returned on the agreed return date;
 - 13.2.6 the Vehicle is damaged or GO Rentals considers on reasonable grounds that the Vehicle is at risk of being damaged; or
 - 13.2.7 GO Rentals or an enforcement officer considers on reasonable grounds that the Hirer's driving (or the driving of any Authorised Driver) is likely to pose a real danger to themselves and/or any other person.
- 13.3 In the event of such cancellation and/or repossession the Hirer will not be entitled to a refund of any part of the rental charges. Termination of the Rental Agreement under this clause shall be without prejudice to the other rights of GO Rentals under this Rental Agreement or otherwise.
- 13.4 If GO Rentals cancels this Rental Agreement under clause 13.2.6, then GO Rentals may disclose the Hirer's personal information (and that of any Authorised Driver) to other relevant rental vehicle operators for the purpose of promoting safe driving in New Zealand.
- 13.5 The Hirer authorises GO Rentals to access and enter any premises owned or occupied by the Hirer and the Hirer agrees to make all reasonable efforts to obtain the right for GO Rentals to enter any other premises in order to remove the Vehicle for the purposes set out in clause 13.2. The Hirer will pay all reasonable costs incurred by GO Rentals in connection with repossessing the Vehicle.
- 13.6 If, by reason of Force Majeure, GO Rentals is rendered unable, wholly or in part, to carry out its obligations under this Agreement through no fault of its own, then GO Rentals obligations under this Agreement will be suspended to the extent and for the duration of the Force Majeure event, and GO Rentals will be exempt from any corresponding liability.

14. What am I liable for?

- 14.1 The Hirer is liable for, and must pay to GO Rentals upon demand, the amount of:
 - 14.1.1 any loss of, or damage to, the Vehicle, any accessories or spare parts or any vehicles or property of third parties to the extent required by this Rental Agreement; and
 - 14.1.2 any consequential damage, loss or costs incurred by GO Rentals, including salvage costs, loss of ability to re-hire the Vehicle and loss of revenue.
- 14.2 GO Rentals is not liable for, and the Hirer releases GO Rentals and its agents and employees from, any action, claim, demand, loss, damage, costs, expense, harm or other misadventure which the Hirer may suffer or incur or become liable for as a result of the rental, possession, use or misuse of the Vehicle.

15. What are the key terms of the offered insurance?

- 15.1 Unless the Hirer arranges his/her own insurance in accordance with clause 17, the Vehicle will be insured under a policy of motor vehicle insurance from a company licensed to carry on insurance business in New Zealand under the Insurance Prudential Supervision Act 2010 (Policy). The Policy is subject to the exclusions set out in clause 16.
- 15.2 GO Rentals is not providing insurance services to the Hirer. GO Rentals manages the insurance provided under the Policy and reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to solely deal with GO Rentals and not the insurer.
- 15.3 The Hirer's liability is covered by GO Rentals' insurance as set out in this Rental Agreement to a maximum of \$10,000,000.
- 15.4 At the time of booking or pick up of the Vehicle, the Hirer may select between the following insurance excess options, which reflect the different levels of bond that will be authorised to the Hirer's credit card and/or excess payable in the event of an accident or other damage:
 - 15.4.1 GO Basic; or
 - 15.4.2 GO Assured; or
 - 15.4.3 GO Peace of Mind.(The release of any pre-authorised bond can take up to 10 working days or more in the case of some overseas banks)

- 15.5 If the Hirer selects GO Assured or GO Peace of Mind, the Hirer will pay the additional daily rate for that insurance excess option as described in clause 4 for the full duration of the Hire Term.
- 15.6 In the event of any accident or damage, the applicable insurance excess must be paid by the Hirer. The Hirer will not have to pay the applicable insurance excess if acting reasonably, we agree that the Hirer was not at fault and the Hirer:
- 15.6.1 completes the accident paperwork required by clause 19.2; and
- 15.6.2 supplies to GO Rentals the name and contact details of any third party the Hirer believes is at fault along with the insurer details for that third party and GO Rentals reasonably believes that the third party insurer will agree to pay GO Rentals for the damage.
- 15.7 GO Rentals will assess the damage as soon as practicable, and if the cost of repairing the damage is less than the applicable insurance excess paid by the Hirer, GO Rentals will credit the Hirer's credit card with the difference.
- 15.8 If liability for any damage is disputed (including by a third party), the Hirer may be required to assist in resolving the dispute, including by attending a disputes tribunal hearing in person or via telephone conference.
- 15.9 In the event that the Hirer is entitled to make a claim, action or proceeding against a third party in connection with any accident or damage in respect of the Vehicle, the Hirer authorises GO Rentals to represent the Hirer and to take over the conduct of any such claim, action or proceeding and the Hirer will provide all reasonable assistance to enable GO Rentals to pursue any such claim, action or proceeding.

16. What is not covered by the offered insurance?

- 16.1 The following events/occurrences are not covered by the insurance offered through GO Rentals, and the Hirer will be fully liable for any damage and other costs incurred in connection with the following:
- 16.1.1 any loss or damage to any accessories on hire;
- 16.1.2 any loss or damage to the Hirer's personal belongings;
- 16.1.3 any damage and/or recovery of a Vehicle which has become bogged or immovable due to off-roading or otherwise operating the vehicle other than on a formed road;
- 16.1.4 any roof damage caused by any negligent or irresponsible action, including damage due to entering low laying buildings or objects with height restrictions or by standing on the roof of the Vehicle;
- 16.1.5 any failure by the Hirer to comply with any warnings provided on the Vehicle or continues to drive the Vehicle after a warning light has appeared;
- 16.1.6 the driver of the Vehicle is under the influence of alcohol or any drug that affects their ability to drive the Vehicle;
- 16.1.7 the Vehicle is in an unsafe or un-roadworthy condition that arose during the Hire Term and that caused or contributed to the damage or loss, and the Hirer or driver was aware or ought to have been aware of the unsafe or un-roadworthy condition of the Vehicle;
- 16.1.8 the Vehicle is driven by any person who is not an Authorised Driver, by a person who at the time of driving is disqualified from driving or holding a driver licence, or, if holding a restricted driver licence, is in breach of the relevant licence restrictions;
- 16.1.9 the Vehicle or any spare part is willfully or recklessly damaged or lost due to willful, reckless or dangerous behaviour by the Hirer, any Authorised Driver, or by any person driving the Vehicle under the authority or deemed authority of the Hirer;
- 16.1.10 the Vehicle is operated on any of the following roads: Ball Hutt Road (Mt Cook), Skippers Road (Queenstown), Ninety Mile Beach (Northland), Te Pahi Stream Bed, the road to Macetown in the Queenstown Area, or any unformed road or any track or thoroughfare including gravel roads that is not officially designated a road including any beach;
- 16.1.11 if at any time the Vehicle is operated beyond the Hire Term;
- 16.1.12 the Hirer, an Authorised Driver, or any person under the Hirer's authority (including deemed authority) or control commits a reckless or dangerous driving offence while driving the Vehicle;
- 16.1.13 the Vehicle has been loaded or is loaded with more than the recommended number of passengers and/or in excess of the manufacturer's weight specifications;
- 16.1.14 the Vehicle, property or any other vehicle is damaged in circumstances which are illegal in New Zealand;
- 16.1.15 the Vehicle or any spare part is damaged as a result of submersion or partial submersion in water, including crossing creeks, rivers, flooded fords or from exposure to salt water or driving on beaches;
- 16.1.16 the Vehicle or any spare part is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks or incorrect use of tools while changing a tyre;
- 16.1.17 the Vehicle or any spare part is damaged by any item carried inside or outside the Vehicle, such as a surfboard or bicycle;
- 16.1.18 any loss or damage caused or contributed to by the incorrect filling of fluid or fuel tanks, or the incorrect charging with electricity;
- 16.1.19 if the Vehicle is otherwise operated in material breach of the terms of this Rental Agreement.
- 16.1.20 the Vehicle warranty is either voided or ceased by the vehicle manufacturer as a result of the hirers actions
- 16.2 It is agreed between GO Rentals and the Hirer that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to these exclusions as if this clause constituted an Agreement of insurance. This means that claims cannot be denied in reliance on one of the above exclusions if it is proven that the circumstances falling within the exclusion did not cause or contribute to the loss.

17. Can I use my own insurance?

- 17.1 Insurance is offered by GO Rentals but the Hirer may make its own insurance arrangements so long as the Hirer provides a copy of the insurance arrangements to GO Rentals and these are approved by GO Rentals prior to pick-up of the Vehicle.
- 17.2 If GO Rentals is not satisfied that the Hirer's insurance is comparable with its Policy, GO Rentals may decline to hire the Vehicle.
- 17.3 If the Hirer uses its own insurance, then the Hirer accepts all liability for all relevant losses, costs and damages set out in this Rental Agreement.

18. What do I do if the Vehicle breaks down?

- 18.1 All Vehicles are registered with either the Automobile Association (AA) for 24 hour roadside assistance or in the case of our Tesla EV product Tesla Roadside Assistance; otherwise known as service providers. The **Total Road Care** fee covers the cost of call outs for all mechanical and non-mechanical breakdowns.
- 18.1.1 If the breakdown is mechanical (for example engine faults, electrical faults, cooling system and related Vehicle recovery) and does not involve any error or fault of the Hirer or any other person (in the opinion of the service provider), then any associated salvage or towing costs will be covered by the Owner.
- 18.1.2 If the breakdown is non-mechanical (for example, being out of fuel or electricity, incorrect fuelling or charging, wheels and tyres, keys lost or locked inside the Vehicle, and flat batteries as a result of the lights or keys being left on) and the Hirer is at fault (in the opinion of the service provider), the Owner will cover any associated salvage or towing costs up to the first 100 kms only if the Hirer has purchased the Total Road Care fee, as outlined as a product/service in Clause 4 of the rental agreement. If the Total Road Care fee is not included as a product/service in Clause 4 of the rental agreement, the Hirer will be liable for the relevant call-out fees and any associated salvage or towing costs, regardless of distance.
- 18.2 If there is a breakdown, defect or mechanical failure of the Vehicle, the Hirer must notify GO Rentals as soon as practicable. If the Hirer fails to notify GO Rentals, the Hirer may be liable for any resulting damage or cost.
- 18.3 If a warning light appears in the Vehicle, the driver must stop driving immediately, contact the service provider for assistance and notify GO Rentals as soon as practicable.
- 18.4 If the Vehicle becomes unfit to drive due to a breakdown that was not the fault of the Hirer, GO Rentals will refund to the Hirer the rental charges that relate to the period during which the Vehicle could not be used (and has not yet been repaired or replaced) and will arrange the repair or replacement with another vehicle as soon as practicable.
- 18.5 The Hirer must not arrange or undertake any repairs without GO Rentals' prior authority, except to salvage the Vehicle to prevent further damage to the Vehicle or to other property. Where the Hirer has had to pay to salvage the Vehicle, the Hirer has the right to seek reimbursement of salvage costs upon the production of an official GST invoice with the appropriate vehicle details and receipt to GO Rentals. The Hirer will be reimbursed for the costs of repairs that have been authorised by GO Rentals and for which the Hirer is not liable upon the production of an official GST invoice with the appropriate vehicle details and receipt to GO Rentals.

19. What do I do if there is an accident or other damage to the Vehicle, or the Vehicle is stolen?

- 19.1 The Hirer must:
 - 19.1.1 notify GO Rentals of the full circumstances of any accident or new damage to the Vehicle, its accessories or spare parts as soon as practicable after the accident or becoming aware of the damage; and
 - 19.1.2 complete all necessary paperwork (including all insurance documents) in connection with the accident or damage as soon as practicable and within a maximum of 72 hours after hire termination.

The Hirer acknowledges that any failure to comply with this clause may compromise the Owner's ability to claim under insurance and if this occurs the Hirer will be liable for all costs relating to any resulting damage and any consequential loss.
- 19.2 If the Vehicle is involved in an accident, the Hirer also must:
 - 19.2.1 notify the NZ Police and obtain a police report where practicable;
 - 19.2.2 not make any admission of liability;
 - 19.2.3 where possible, take some photos of the accident site and the damaged vehicles and provide these to GO Rentals; and
 - 19.2.4 complete the forms provided to record the full details of all parties including witnesses and the vehicles involved in the accident along with the Hirer's or Authorised Driver's written statement and diagram of the accident circumstances, within a maximum of 72 hours after hire termination.
- 19.3 If the Vehicle is rendered unfit to drive after an accident and GO Rentals is satisfied that the Hirer was not at fault, GO Rentals will arrange for the repair or replacement of the Vehicle as soon as practicable (and any replacement vehicle will be available for pick up from a GO Rentals branch). If the Hirer was at fault, or fault cannot be determined at that time, GO Rentals will not be obliged to refund any of the unused Hire Term (including any insurance products purchased) and the repair or provision of a replacement vehicle shall be at GO Rentals' sole discretion and at the Hirers full cost. GO Rentals reserves the right to decline to offer the GO Assured or GO Peace of Mind product for any replacement vehicle. GO Rentals is not responsible for the costs of transporting the Hirer or any other person from the accident location to any other place.
- 19.4 For the purposes of this Rental Agreement, damage includes any and all damage to third party property and damage to the Vehicle, including tyres, windscreens, towing and recovery requirements, theft, fire, break-in and vandalism.
- 19.5 An additional Claims Handling fee of \$75 including GST will be applied for processing damage claims. This fee applies to all damage claims regardless of whether the Hirer elects to use the owner's insurance or has their own insurance arrangements. This fee may be refunded if it is proven that the damage was not due to the Hirer's fault.
- 19.6 If the vehicle is stolen the Hirer must report this to GO Rentals as soon as practicable and attend a police station in person to give a signed statement as to the circumstances and obtain a Police report. In addition, the Hirer must provide GO Rentals a written account of the circumstances and surrender the keys at the nearest GO Rentals location.

20. What happens if I incur a fine, breach or other infringement notice?

- 20.1 The Hirer is liable for all penalties, fees, breaches, offences and fines incurred during the Hire Term relating to speeding, traffic and/or parking offences, including infringement fees for:
 - 20.1.1 speeding offences, offences in respect of failure to comply with directions given by a traffic signal or offences detected by approved vehicle surveillance equipment;
 - 20.1.2 parking violations, breach notices and vehicle clamping fees including parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004 or any private parking entity; and
 - 20.1.3 offences under section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle.
- 20.2 In the event of receiving a notice of any speeding, traffic, parking, breach or freedom camping offence in respect of the Vehicle relevant to the Hire Term, GO Rentals will send a copy of the infringement notice and a copy of any reminder notice to the Hirer within 10 working days of receipt of the infringement and/or reminder notice.
- 20.3 The Hirer has the right to challenge, complain about, query or object to the alleged offence to the relevant issuing enforcement authority, and has a right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.
- 20.4 If the Hirer commits a speeding, traffic, parking or freedom camping offence during the Hire Term, GO Rentals will transfer the liability for the offence to the Hirer and the Hirer authorises GO Rentals to provide such necessary information to the relevant issuing enforcement authority for this purpose. GO Rentals will charge an administration fee of \$60 to the Hirer's credit card to cover the cost of transferring the offence to the Hirer and sending relevant notices to the Hirer and issuing authority.
- 20.5 If the transfer of liability process is not accepted by the relevant government or council authority, GO Rentals reserves the right to charge the full cost of the infringement, plus any associated penalties or admin fees to the Hirer's credit card.

21. What if I want to extend my hire?

- 21.1 The Hire Term of the Vehicle can only be extended after the time specified in clause 3 with the agreement of GO Rentals and then only if it has been paid for in advance, GO Rentals will not extend hires where there are monies owing. If the Hirer wishes to extend the Hire Term, the Hirer must contact GO Rentals to request any such extension at least 24 hours prior to the expiry of the original Hire Term. GO Rentals will endeavour to accommodate any extension request, but all extensions are subject to vehicle availability. The daily rental rate for any extension of the Hire Term will be the daily rental rate applicable for the Vehicle at the time the Hirer requests the extension.
- 21.2 If the Hirer returns the Vehicle after the expiry of the Hire Term or extended Hire Term, the Hirer will be liable:
 - 21.2.1 if the Vehicle is returned no more than 4 hours after its scheduled return time, to pay 25% of the then current daily rental rate for the Vehicle for each hour (or part thereof) that it is overdue (there is no charge for the first hour of late return); or
 - 21.2.2 if the Vehicle is returned more than 4 hours after its scheduled return time, to pay the then current daily rental rate on a per day basis for each day (or part thereof) it is overdue. In the case of any unauthorised extension the Hirer will be liable for a per day penalty of up to \$250 per day.
- For the purposes of this Rental Agreement, "Hire Term" will include any unauthorised extension of the Hire Term where appropriate to reflect that the Hirer remains liable for the Vehicle and its operation (including any accessories and spare parts) until they are safely returned to GO Rentals.
- 21.3 Where the Hirer has not returned the Vehicle to the location specified in clause 3 of the Rental Agreement, the Hirer will (in addition to any other applicable costs) be liable for the extended Hire Term costs under clause 21.2 until the time at which GO Rentals has retrieved the Vehicle and returned it to the intended return location.

22. What if I want to return the Vehicle early?

- 22.1 The Hirer may return the Vehicle to the location specified in clause 3 of this Rental Agreement before the end of the Hire Term at its discretion. If the Hirer voluntarily returns the Vehicle (including keys, keycards and accessories) to the location specified in clause 3 of this Rental Agreement less than 48 hours prior to the expiry of the Hire Term no refund will apply.
- 22.2 If the Hirer voluntarily returns the Vehicle (including keys, keycards and accessories) to the location specified in clause 3 of this Rental Agreement more than 48 hours prior to the expiry of the Hire Term a partial refund will apply. GO Rentals will subject to vehicle inspection:
 - 22.2.1 Retain 48 hours of the hire term and 10% of the remaining hire term as a cancellation charge, plus a refund administration fee of 10% of the balance. The remaining balance of the initial payment, as detailed under clause 9.1, will be refunded to the Hirer onto their designated credit card.
 - 22.2.2 Refund the amount by which the total price paid by the Hirer under clause 9.1 exceeds the Adjusted Rental Amount (if any) less a refund administration fee (see clause 23.4).

23. What if I want to amend or cancel my booking?

- 23.1 Any amendment to the Hirer's booking must be approved by GO Rentals. If an amendment occurs and is approved, the rental rate applicable may be recalculated based on the then current applicable rental rate for the Vehicle.

23.2 GO Rentals reserves the right to refuse the amendment of a reservation to a reduced rate should the Hirer find a cheaper rate online. Daily rental rates are confirmed at the time of booking and should the Hirer wish to amend or cancel then normal terms apply.

23.3 Cancellation by the Hirer:

- You can cancel your vehicle booking any time before pick-up by notifying GO Rentals in writing.
- Cancel more than 24 hours before pick-up: You'll pay a 10% cancellation fee of the total rental cost.
- Cancel less than 24 hours before pick-up or don't show up: You'll pay a 100% cancellation fee of the total rental cost.
- Online cancellations need to be made at least 48 hours before pick-up and follow the same fee rules.

23.4 Any amounts refunded to the Hirer under clauses 22 and 23 are subject to an administration fee to cover the cost of processing the refund of 10% of the refund due, or \$20.00, whichever is higher. Online cancellation refunds are subject to an administration fee of 2% of the refund due.

24. What will happen to my personal information?

24.1 GO Rentals has collected information from the Hirer for the purposes of assessing the Hirer's request to hire a Vehicle and completing this Rental Agreement. The Hirer acknowledges that GO Rentals will collect, hold and use the Hirer's personal information for purposes related to the hire of the Vehicle, the promotion of safe driving in New Zealand, the provision of related customer services, the performance of this Rental Agreement and assessing customer satisfaction with products and services provided by GO Rentals. If the Hirer has provided their consent to do so, Go Rentals may also use the Hirer's personal information for direct marketing.

24.2 GO Rentals may disclose the Hirer's personal information to its related companies, agents, assigns, associates and transferees for these purposes. In particular the Hirer understands GO Rentals may choose to run a credit check using and disclosing the Hirer's personal information with third parties and third party databases, including Government agencies (for eg. NZ Transport Authority, Dept of Internal Affairs, Motor Vehicle Register, PPSR) for a purpose related to the provision of credit or administering an account with us.

24.3 Where the Hirer has voluntarily provided GO Rentals his or her driver license information, this may be disclosed to a credit reporting agency and the Ministry of Justice as part of the checks GO Rentals undertake with them. The Hirer understands that if GO Rentals discloses their personal information to a credit reporting agency, they may hold their information on their credit reporting database and use it for providing credit reporting services and for any other lawful purpose and they may disclose my information to their subscribers for the purpose of credit checking or debt collection or for any other lawful purpose.

24.4 The Hirer further acknowledges that such personal information may be disclosed to debt collection agencies and/or the Hirer's credit card provider in the event that the Hirer defaults on the payment of any monies owing to GO Rentals, or other parties involved in an accident with the Vehicle during the Hire Term or any organisations responsible for issuing, processing or handling speeding, traffic and/or parking related infringements and/or fines or any petrol stations in relation to non-payment for goods and services.

24.5 GO Rentals may use a GPS device or other electronic tools (GPS Tracking) to enable the geographical location of the Vehicle to be tracked or located. The Hirer consents to GO Rentals using GPS Tracking during the Hire Term, and collecting, using and retaining any information collected through GPS Tracking. Go Rentals may use such information to locate stolen vehicles and may disclose such information to the relevant local authorities.

24.6 For further information on how GO Rentals manages personal information, and other purposes for which GO Rentals collects, uses, discloses personal information, please see the GO Rentals privacy policy, available at <https://www.gorentals.co.nz/about-us/privacy-policy/>

25. What else do I need to know?

25.1 All transactions under this Rental Agreement are conducted in New Zealand dollars. Due to exchange rate fluctuations and bank charges, there may be a variance between amounts charged and amounts refunded to the Hirer's credit card. GO Rentals accepts no liability for any such variations.

25.2 All of the Hirer's rights in this Rental Agreement are in addition to those rights available as a consumer under applicable consumer legislation, including the Consumer Guarantees Act and the Fair Trading Act.

25.3 Should GO Rentals undertake to provide a refund for any of its services, where GO Rentals has access to the original, valid and current credit card, then such refund will take up to 15 working days to be processed (Please note with other forms of refund processing further delays are likely to occur).

25.4 If any part, term or provision of this Agreement is found to be illegal, in conflict with any law or otherwise invalid, the remaining portion or portions shall be considered severable and not be affected by such determination, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provisions held to be illegal or invalid.

25.5 The Hirer expressly warrants that it is not relying on any oral or written representations, warranties or agreements outside of this Agreement. This agreement constitutes the entire agreement between the parties and supersedes all prior representations, understandings, undertakings or agreements (whether oral or written and whether express or implied).

25.6 GO Rentals takes no responsibility or liability for lost or missing items left in vehicles at the end of your hire. It is the Hirer's responsibility to thoroughly check the vehicle upon termination of the hire. Where lost property items are recovered, we will do our best to advise the Hirer. If the Hirer wants the items returned then the cost of post or courier along with a handling fee of \$25 will be applicable.

26. Electric Vehicle Addendum

26.1 Daily rental rates do not include the cost of electricity required to charge an electric vehicle. GO Rentals will endeavor to provide our electric vehicles with 80% charge at time of pick up and ask that the Hirer return them with no less than 80% charge. If the vehicle is returned with less than 80% charged, there will be a recharging fee specified in clause 26.1.1.

26.1.1 Should the vehicle be returned with less than an 80% charge, the Hirer will be charged NZD\$1.00 (including GST) for every kWh needed to reach that 80% level. This charge will be based on the vehicle's current battery percentage and its total battery capacity. This will be calculated upon the return of the vehicle during the vehicle inspection.

26.2 The Hirer will be able to access public chargers to recharge the electric vehicle. Any public charging use that is billed back to GO rentals, the Hirer acknowledges they are fully responsible for these costs including any idle fees charged by the charging company. We will on charge to the Hirers card specified on the agreement on receipt of an invoice.

26.3 Our electric vehicles have a standard battery capacity and range, however the performance of that battery depends on the conditions under which it is operated. GO rentals will not be liable or responsible for any shortfall of the battery capacity or range.

26.4 Our electric vehicles come with a charging cable, it is important to look after this cable and ensure it is returned with the vehicle. The cost for replacement cables is usually around \$1000 and this will not be covered by insurance.

26.5 Our electric vehicles come with a key card, the Hirer must take good care of this keycard and ensure it is returned with the vehicle. The cost for damaged or replacement keycards is usually around \$50 and this will not be covered by insurance.

26.6 Some of our electric vehicles come with a USB memory card located in the glovebox, this must not be removed at any stage and the Hirer must ensure it is returned with the vehicle. The cost for damaged or replacement memory cards is usually around \$80, and this will not be covered by insurance.

26.7 Any underbody or battery damage caused by driving over foreign objects or incorrect use of tools while changing a tyre is not covered by insurance. Our electric vehicles can not be fitted with snow chains and the Hirer will be liable for total loss with regard to any chain rash damage.

26.8 Dedicated Roadside Assistance is available when hiring a Tesla electric vehicle. This must be utilized in preference to the AA Roadside Assistance program that covers the rest of the fleet. If the Hirer has purchased the Total Road Care fee, as outlined as a product/service in Clause 4 of the rental agreement, the Owner will cover any associated salvage or towing costs for non-mechanical breakdowns up to the first 100 kms. If the Total Road Care fee is not included as a product/service in Clause 4 of the rental agreement, additional fees will be applicable for any associated salvage or towing costs. Please use Tesla Roadside Assistance for Tesla vehicles (0800 005 431).

26.9 GO Rentals has integrated the electric vehicle experience into its APP for the Hirer's convenience. Please note that not all features of the Tesla app will be available and the features in the GO APP are only available within the booking times. The Hirer will require internet access to communicate with the Tesla.

26.10 GO Rentals will not be responsible for removing any personalisation created in the electric vehicle. For example, if the Hirer signs into Netflix or Spotify then they are responsible for logging out at the end of their hire and GO is not responsible if other hirers utilise their account. GO will endeavour to remove any personalisation however, this can not be guaranteed.