CAR & CAMPER TERMS AND CONDITIONS

VALID FROM 1ST AUGUST 2019.

THE RENTAL AGREEMENT (“AGREEMENT”) INCLUDES THE FOLLOWING TERMS AND “YOU” (BEING THE HIRER, ALL AUTHORISED DRIVERS AND THE CARDHOLDER) AGREE TO THE FOLLOWING TERMS:

1. RATES, AMENDMENTS AND CANCELLATION CONDITIONS:
A) The term of hire and return location is listed on the Agreement. You must comply with this. There are no refunds for early returns.
B) Additional products are subject to availability at the time of pick up and are not guaranteed; these include GPS/Hotspot devices, baby seats, roof racks, snow chains, picnic tables and chairs.
C) JUCY will not make changes to rates or conditions once Your hire has been confirmed unless You request an amendment or change and You will be advised of any changes at that time.
D) If you request to downgrade the vehicle type from the confirmed vehicle You will not be entitled to a refund from JUCY.
E) All amendments or changes (including extensions of hire) are subject to availability and approval from JUCY. You must request these changes 48hrs in advance to JUCY. Note a credit card admin fee applies to all payments and this will not be refunded.
F) You may cancel this Agreement:
   i) 2+ days prior to pick up = full refund of the deposit and/or hire fees (if paid) less any credit card fee
   ii) 2-11 days prior to pick up = 20% deposit is non-refundable and the remainder of hire fees (if any) will be refunded less any credit card fee
   iii) On the pick-up date or during the hire = 100% of hire fees are payable
   iv) If you change the pick-up date within the cancellation timeframes in (i) and (ii) above and then You cancel the amended booking, the original cancellation fee will apply.

2. PEOPLE WHO MAY DRIVE THE VEHICLE:
A) Only the people listed on the Agreement as Authorised Drivers may drive the vehicle. These Authorised Drivers must also be over 18 years old; comply with this Agreement; and comply with the terms of their drivers licence; and also hold a valid driver’s licence appropriate for the vehicle.
B) Accepted drivers licences are:
   i) NZ restricted drivers licence
   ii) Australian green P licence; OR
   iii) a full NZ licence or full overseas driving licence that is suitable for the class of vehicle.
C) If Your licence is not in English the NZTA requires You to have an English translation of the whole licence including any conditions. The original licence and the translation must be shown to JUCY when collecting the vehicle. This translation must be done by on NZTA approved translation service or diplomatic representative at a high commission, embassy or consulate or authority that issued the licence.
D) If You would like to add extra Authorised Drivers You must visit the nearest JUCY customer centre to have their licence checked by a JUCY staff member and the additional driver added to the Agreement.

3. YOUR OBLIGATIONS:
A) You must take all reasonable care when driving and parking the vehicle including locking it when not in use, as, subject to clause 6, You are liable to JUCY for any loss of, or damage to the vehicle (including spare parts and accessories) arising during the hire excluding fair wear and tear. You are also responsible for any consequential damage or loss or costs including salvage costs, loss of ability to re-hire and loss of revenue and/or loss of, or damage to vehicle and property of third parties arising during the hire.
B) If a warning light is illuminated or if You think the vehicle needs mechanical attention You must stop driving and contact JUCY immediately.
C) You must return the vehicle:
   i) clean (with any toilet cassette and grey water tank emptied).
   ii) with a full tank of fuel and a full gas canister (if one was supplied with the vehicle).
D) It is Your responsibility to maintain the oil, water and tyres at the proper level/pressure.
E) Smoking and animals are not allowed in the vehicle at any time (apart from registered guide or assistance dogs).
F) You must only refill the vehicle with the correct fuel type for the vehicle and make sure it is refilled to the correct tank as You are responsible for any contamination of the fuel or water tanks of the vehicle.
G) You must keep a copy of the Agreement accessible at all times through Your hire.
H) It is Your responsibility to pay for all infringements fees and costs due in respect of offences committed during the hire including offences for traffic, speeding, parking, freedom camping and tolls.
I) You must ensure that the vehicle is not driven in breach of sections 56, 57 or 58 of the Land Transport Act 1988 (“Act”) – these relate to driving under the influence of alcohol or drugs.
J) You must not:
   i) offer or try to sell, sublet, hire to any other person or participate with or attempt to part with the possession of the vehicle; and
   ii) allow the vehicle to be operated outside Your authority.
K) You must not use or allow the vehicle to be used:
   i) in any race, speed test, rally or contest;
   ii) 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 relating to road traffic;
   iii) to transport more passengers or goods than set in the certificate of loading for the vehicle;
   iv) to transport passengers for hire or reward unless You get JUCY’s prior written permission and are appropriately licensed under Port 4A of the Act;
   v) if at the time of driving the driver is not the holder of a current driver licence appropriate for the vehicle;
   vi) in any “off-road” conditions or any surface likely to damage the vehicle including fire trails, beaches, sand, tracks, fire places, parks, including Ninety Mile Beach, Bull Hut Road (Mt Cook) or Skippers Canyon Road.
L) You acknowledge that if the hire is for a “relaxation offer” or “relaxation special”, You have been advised by JUCY that the vehicle may have minor damage and/or certain items may not be functional. These will all be items which do not compromise the safety of the vehicle. You also agree that in such event the maximum liability of JUCY to You is the amount paid by You to JUCY.

4. JUCY’S OBLIGATIONS:
A) JUCY will make sure the vehicle is in a safe and roadworthy condition up to current Certificate of Fitness standards. If You, for any reason, suspect that the vehicle is not, You must immediately stop driving the vehicle and call JUCY for instructions.
B) If the vehicle breaks down during the hire because of JUCY’s negligence we will recover and repair the vehicle as soon as possible. If the vehicle cannot be repaired, JUCY will use its best endeavours to provide replacement of an equivalent size and standard to the previous vehicle for the remainder of the hire.
C) Subject to the provisions of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 JUCY are only responsible for any direct loss that You suffer because of JUCY’s breach of the Agreement. Unless JUCY have breached the specific requirements of these Acts JUCY are not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity indirect or consequential loss.

5. PAYMENT AND ADDITIONAL CHARGES:
A) You must pay the fees listed on page 1 on pick up of the vehicle. All fees and the Bond must be paid using a credit card in Your name. Any refunds or reversals can only be made to the same credit card. Non-refundable credit card administration fees apply for all payments made to JUCY (2% for Visa/Mastercard and 4% for AMEX).
B) You must pay JUCY for any additional charges due by You under this Agreement, including any amounts due from the vehicle to the property or credit card of a third party and infringement/toll offences. JUCY (acting reasonably) may deduct any such charges from Your credit card during or up to 6 months after the hire
C) The following are additional charges:

<table>
<thead>
<tr>
<th>ADDITIONAL CHARGES</th>
<th>REASON</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. REFUELING FEE</td>
<td>Refilling fuel</td>
<td>$20 per litre + amount refuelled</td>
</tr>
<tr>
<td>II. CLEANING FEE</td>
<td>Vehicle is contaminated grey water or toilet contents not emptied</td>
<td>Up to a $250 cleaning fee and up to $556 cleaning fee for grey water or toilet</td>
</tr>
<tr>
<td>III. UNAUTHORISED DROP OFF FEE</td>
<td>Vehicle is not returned to the location listed on the Agreement</td>
<td>Up to NZ$50 rental fee</td>
</tr>
<tr>
<td>IV. CLAIM/DAMAGE ADMINISTRATION</td>
<td>Processing an infringement into Your name for traffic or property of third parties during the hire</td>
<td>Up to NZ$550 administration fee</td>
</tr>
<tr>
<td>V. INFRINGEMENT ADMINISTRATION</td>
<td>Processing an infringement into Your name for traffic or property of third parties during the hire</td>
<td>Up to NZ$550 administration fee</td>
</tr>
<tr>
<td>VI. TOLL ADMINISTRATION</td>
<td>Processing a traffic infringement for a vehicle that is not a toll-legal vehicle</td>
<td>$350 per call</td>
</tr>
<tr>
<td>VII. PREMIUM LOCATION FEE</td>
<td>Premium location fee for customer centre pick up site</td>
<td>Actioned on Agreement</td>
</tr>
<tr>
<td>VIII. AFTER HOURS PICK UP FEE</td>
<td>Administration fee for opening vehicle/property outside of operating hours</td>
<td>Actioned on Agreement</td>
</tr>
<tr>
<td>IX. REGULATED CHARGES</td>
<td>Long distance for travel for vehicle on NZ roads</td>
<td>Calculated and charged after the vehicle is returned based on current NZTA rates. For example, on 1 July 2012 these were $120.50 per kilometre</td>
</tr>
<tr>
<td>X. ADDITIONAL DRIVERS</td>
<td>Additional drivers to ‘key agreement’</td>
<td>Actioned on Agreement or our website</td>
</tr>
<tr>
<td>XI. ONE-WAY FEES</td>
<td>When a vehicle and returning at a different JUCY location</td>
<td>Actioned on Agreement</td>
</tr>
<tr>
<td>XII. ADDITIONAL PRODUCTS</td>
<td>GPS/Computer or SHOOT device; Baby seats, roof racks, snow chains, picnic tables and chairs; additional keys to availability. Replacement cost if not returned is JUCY’s reasonable market value.</td>
<td>Actioned on Agreement and replacement cost if any damage or lost</td>
</tr>
<tr>
<td>XIII. DAMAGES/LOST PROPERTY OR OTHER DEVICE</td>
<td>Replacement cost of any GPS or other device including Computer or SHOOT body damage during hire or not returned to JUCY if any market value damage.</td>
<td>Up to $700</td>
</tr>
<tr>
<td>XIV. AA CALL OUT FEE</td>
<td>For any non-mechanical breakdowns (e.g. refueling, incorrect filling of gas or water in the vehicle, petrol, tyre related incidents, accident, bearings and keys locked in vehicle)</td>
<td>Actual AA charged to You</td>
</tr>
<tr>
<td>XV. LATE RETURN FEES</td>
<td>Vehicle is returned after the date and time listed in the Agreement</td>
<td>Daily, rental increased by the vehicle rental + actual costs and lost fee. (Separate JUCY vehicle will only be purchased if the vehicle is not in the time window)</td>
</tr>
<tr>
<td>XVI. DAMAGE/REPAIR COSTS</td>
<td>Vehicle or third party property damaged during hire where to excess of repair option applies</td>
<td>Actual damage repair costs to the vehicle including property and the daily rental rate for the vehicle that the vehicle was available for hire by JUCY due to repair</td>
</tr>
</tbody>
</table>

You expressly and expressly authorise JUCY to deduct all charges determined by JUCY (acting reasonably) to be payable under this Agreement from Your credit card and such authority will not be revoked without the prior written approval of JUCY.

E) You agree that in the event of a dispute arising as to whether a charge has been appropriately charged to Your credit card. You will not seek to have the charge on the credit card reversed but will rather contact JUCY directly to discuss whether the charge has been applied in error.
6. EXCESS REDUCTION 6 EXCLUSIONS:

A) The vehicle is insured by JUCY under a comprehensive policy of motor vehicle insurance from a licensed insurance company if the vehicle is damaged or causes damage You must contact us at once and deal with us.

B) Subject to the exclusions in [d] and [f] below, You “Excess” (the amount You must contribute towards the cost of repair or replacement of the vehicle) if the vehicle is involved in an accident or is damaged while on hire is:

<table>
<thead>
<tr>
<th>VEHICLE TYPE</th>
<th>RISK TAKER EXCESS/BOND</th>
<th>STRESS FREE EXCESS/BOND</th>
<th>STRESS FREE PLUS EXCESS/BOND</th>
</tr>
</thead>
<tbody>
<tr>
<td>CAR</td>
<td>$2,500</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>CARRERA</td>
<td>$3,000</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>COMPASS OR COASTER</td>
<td>$5,000</td>
<td>$0</td>
<td>$0</td>
</tr>
</tbody>
</table>

You may also make Your own insurance arrangements provided that these are approved by JUCY.

JUCY will make an assessment of the Excess applies in respect of each separate accident, incident or damage, not each rental.

1) If JUCY does not have a receipt for the vehicle (or JUCY cannot confirm that You have paid for the vehicle) You will be charged for the cost of the vehicle.

2) If JUCY deducts the Excess from any Bond held by JUCY or deduct the Excess from the credit card details held if [JUCY does not hold a Bond in relation to Your hire] for any additional charges arising because of this Agreement. JUCY will give You prior notification by contacting You by email of the deduction of such amounts. In the event the actual costs and damages are less than the Bond JUCY will refund You such amounts.

3) IMPORTANT. JUCY is not providing insurance services to You. JUCY offers excess reduction options to You subject to the provisions and exclusions set out below and NONE of the excess reduction options apply in the following events and You must pay for the full amount of the costs and damages if:

i) the driver is under the influence of alcohol or any drug that affects their ability to drive the vehicle;

ii) the vehicle is driven by someone not authorised on the Agreement or not legally entitled to drive the vehicle in New Zealand;

iii) the vehicle has water damage due to crossing a river, lake, creek, salt water beaches, or in low plainly flooded areas;

iv) the vehicle was used in “off-road” conditions including on any unsealed road (being a road not sealed with hard material such as tar, bitumen or concrete). Off road conditions include: 4x4 trails, beaches, sand, tracks, fields or paddocks including the following locations/roads. Ninety Mile Beach, Bell Hut Road (Mt Cook) or Skippers Road. The only exception to this is reasonable use of access roads to recognized commercial campgrounds.

v) the vehicle has been refilled with the incorrect fuel or any other incorrect contamination of the fuel or water tanks of the vehicle has occurred.

vi) the vehicle has any roof damage or damage to the pod on the roof. You will have to pay for costs to repair the damage of up to $5,000. This is not applicable if You have taken out Stress Free Plus excess reduction cover.

vii) the vehicle is in an unsafe or unroadworthy condition that began during Your hire and caused or contributed to the damage or loss, and You were aware or should have been aware of the unsafe or unroadworthy condition when driving the vehicle (including if a warning sensor/light appears in a red zone or if You drive with the handbrake on).

viii) the costs to get the vehicle back to road level where the vehicle has become bogged, submerged, trapped, restricted or stuck in any way.

ix) the driver of the vehicle is fixed or convicted of any driving offence under New Zealand law.

x) the vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted by the relevant local authority. Transit New Zealand, NZ Police or the relevant ski resort.

xi) all costs due to breakages, loss, theft or defacement of the vehicle caused by or contributed to by You or any other person You permit or allow in the vehicle.

xii) You have booked clauses 2 or 3 of this Agreement.

7. BOND

A) If You select Risk Taker You must pay a Bond to JUCY as security during the hire. This is held on an or authorisation held on Your credit card and will be released at the end of the hire by JUCY to Your card issuing bank (subject to no damage or claims). Depending on Your bank it may take between 5 to 30 working days for them to release the bond back to You.

B) You may deduct from the Bond any amounts due by You to JUCY arising because of this Agreement including the damage expenses and any charges as is set out in this Agreement. JUCY will give You prior notice by contacting You by email of the deduction of such amounts.

C) JUCY may keep all or part of the Bond for such period as JUCY may determine (acting reasonably) after the hire to cover the cost of un-notified damage or damage to third parties or their property in the event the actual costs and damages are less than the Bond JUCY will refund You such amounts.

8. TERMINATION

A) JUCY may refuse any rental and/or cancel the Agreement and take immediate possession of the vehicle if You have breached clauses 2 or 3 of the Agreement. OR if the vehicle has been damaged, OR if the reasonable assessment of JUCY or the NZ Police any Authorised Driver does not have sufficient skill or experience to operate the vehicle in a safe manner or the safety of any person or the vehicle is at risk.

B) Cancellation of the Agreement under clause 8(a) is without prejudice to the rights of JUCY and the obligations of You under the Agreement or otherwise and You will remain liable for all hire fees and additional charges payable under this Agreement.

9. MECHANICAL REPAIRS AND ACCIDENTS:

A) If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of fault, You must call JUCY on 0800 399 736 (+64 9 929 2462 option 2) as soon as possible within 24 hours so we can investigate the problem and help You. You may have to pay on an international calling fee if You are calling from an international number.

B) Do not arrange or undertake any repairs or salvage without JUCY’s permission except if necessary to stop further damage to the vehicle or other property.

C) 24-hour roadside assistance is also provided by AA on 0800 734 543. This service is free for all mechanical faults for out of warranty/otherwise non-mechanical breakdowns, faults or driver induced errors. For non-mechanical breakdowns You must pay the fees and charges directly to AA or JUCY.

D) Following an accident involving the vehicle You must:

i) immediately advise NZ Emergency Services by dialing 111; OR if Police did not attend, call into the closest Police station to report the incident and get a copy of the Police report;

ii) record full details of all parties, witnesses to, and vehicles involved in the accident; if JUCY considers relevant the third party/other insurance information provided by You, will be deemed responsible and liable for all costs incurred.

iii) if possible, take photos of the accident site and damaged vehicles and prepare a written statement of the facts;

iv) not make any admission of liability; and

v) notify JUCY and complete the JUCY damage claim form.

JUCY (acting reasonably) will investigate the accident or incident within 7 days of notification or discovery of the damage to determine if You were at fault and if any of the exclusions in clause 6 apply. JUCY may also require a post-accident stand down period to enable JUCY to investigate the cause of the accident. Note that if JUCY receives further information after this 7-day period it may be necessary for JUCY to reopen the investigation. JUCY will also immediately deduct the Bond (if not held by JUCY) from Your credit card to cover the costs of repair. The Bond will be refunded to You if:

i) the determination by JUCY (acting reasonably) that You were not at fault;

ii) the determination of JUCY (acting reasonably) of the amount that You were at fault in relation to the damage;

iii) once the actual costs to repair the damage are known if it is less than the Bond amount.

If any of the exclusions in clause 6 apply and the vehicle is in an accident or damaged during the hire, You must pay for the actual costs and JUCY (acting reasonably) may immediately deduct the actual costs from the Bond from the bond Your credit card to cover the costs. These amounts will only be refunded to You if:

i) the determination by JUCY (acting reasonably) that You were not at fault;

ii) the determination of JUCY (acting reasonably) of the amount that You were at fault in relation to the damage;

iii) once the actual costs to repair the damage are known if it is less than the amount paid by You.

JUCY may require repair or replacement of the decision to supply another vehicle to You at JUCY’s sole discretion. You are responsible for all transportation costs to collect any replacement and for any accommodation/living expenses that are incurred. JUCY will only be responsible for reasonable and expenses if such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this Agreement by or the negligent act, error or omission of JUCY. JUCY decide not to supply another vehicle to You, You will not be entitled to any refund for the remainder of the rental.

JUCY may not accept liability for all claims notified after the period listed in clause 9(d) unless you can give a reasonable excuse in the absolute discretion of JUCY as to why the failure to provide notice within such period.

10. PRIVACY

JUCY will collect personal information about You and the Authorised Drivers as part of the rental process. JUCY may not be able to perform this agreement if all the information requested is not provided. Any information collected by JUCY will be handled in accordance with the JUCY Privacy Policy which is on our website. You agree JUCY may collect, use, store and disclose Your personal information (including but not limited to the location, usage and servicing of the vehicle, speed, distance travelled, locations visited through GPS tracking and diagnostics and other electronic tools in accordance with the JUCY Privacy Policy. You have rights of access to and correction of Your personal information. Please contact us at privacy@jucyworld.com if You have any concerns. Your personal information may also be disclosed to local authorities for infringement processing and insurance companies and to other hire operators for promoting safe driving in New Zealand when in JUCY’s reasonable opinion the safety of any person or the vehicle is at risk.

11. GENERAL PROVISIONS:

A) JUCY retains the title to the vehicle always.

B) All charges and expenses payable by You under this Agreement are due on demand by JUCY including any collection costs incurred by JUCY.

C) This Agreement is the entire agreement between us and there are no other representations, warranties or agreements between the parties that have been relied on by You.

D) All Your rights act in this Agreement are in addition to Your rights under NZ consumer protection laws. Such rights are not excluded, restricted or modified by operation of this Agreement. Please contact us if You have any questions about this Agreement.

E) If any provision of this Agreement is, or becomes unenforceable, invalid or illegal for any reason it will be deemed to be severed from the Agreement without affecting the validity of the remainder of the Agreement and will not affect the enforceability, validity or legality of the remaining provisions.

F) This Agreement is governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.

12. FEEDBACK

A) If You have a complaint about Your JUCY experience or have any feedback please chat to the JUCY staff at our customer care centre and they will try to resolve the issue.

B) If You are not happy with the outcome, please contact JUCY on feedback@jucyworld.com OR phone 0800 399 736 (toll free) or +64 9 929 2462 and our internal complaint handling team will deal with the issue. CODE: 21.12.18.
BRANCH LOCATIONS

AUCKLAND CITY

HOURS:
8am — 5pm, 7 days

ADDRESS:
2–16 The Strand, Auckland City, Parnell

NEAREST PETROL STATION:
Z Petrol, 150 Beach Road, Parnell

AFTER HOURS DROP OFF:
Service available for CARS ONLY. Park on Ngoaho Place (opposite VTNZ) if you can’t find a park on Ronayne Street. Lock the vehicle and place the keys in the drop slot on the side of the JUCY building.

AUCKLAND AIRPORT

HOURS:
8am — 6pm, 7 days
Last shuttle 30 minutes prior to closing

ADDRESS:
27 Aintree Avenue, Mangere, Auckland Airport 2022

NEAREST PETROL STATION:
Z Petrol, Tom Pearce Drive

AFTER HOURS DROP OFF:
Service available for CARS ONLY. Park in one of the on street car parks in front of the JUCY branch, lock the car and place the keys in the drop box to the left of the gate.

WELLINGTON AIRPORT

HOURS:
Mon - Fri 8am - 5pm
Sat - Sun 9am - 5pm

ADDRESS:
13 Jean Batten Street, Rongotai

NEAREST PETROL STATION:
1 Bay Rd, Kilbirnie, Wellington

AFTER HOURS DROP OFF:
Service available for CARS ONLY. Park in the designated drop off area, lock the car and place the keys through the small letter box located on the office door.

CHRISTCHURCH AIRPORT

HOURS:
Mon - Fri 8am — 6pm
Sat - Sun 8am — 5pm
Last shuttle 30 minutes prior to closing

ADDRESS:
157 Orchard Road, Mustang Park, Harewood

NEAREST PETROL STATION:
Caltex, 318 Harewood Road

AFTER HOURS DROP OFF:
Service available for CARS ONLY. Park in the designated drop off area, lock the car and place the keys in the drop box located at the main entrance of the building.

QUEENSTOWN AIRPORT

HOURS:
Mon to Sun: 8am - 5.30pm
Pre-booked Car Hire:
Mon to Sun, 8am - 9pm

ADDRESS:
52 Grant Road, Frankton, Queenstown 9371

NEAREST PETROL STATION:
BP Connect, Corner of State Highway and Frankland Frankton Road

AFTER HOURS DROP OFF:
Service available for CARS ONLY. Leave the car in the signposted drop off area of the JUCY yard (where the green JUCY shed is). Place the keys into the drop box inside the green shed.