

# AVIS TERMS & CONDITIONS OF RENTAL

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## **EFFECTIVE DATE 01 MARCH 2024**

Please read these Terms and Conditions of Rental (the “**Terms and Conditions**”) before You sign the Rental Document.

These pages contain the information You – and if You have them – Additional Drivers need to know about Your rental, including what to bring with You when you pick up the Vehicle, Your responsibilities to Avis, and Avis’ responsibilities to You.

It is important to us that You enjoy your experience with us and have all the information You need. So please don't sign the Rental Document without reading these Terms and Conditions and Annexures. It might take you a little time now, but it could save you time later.

**By entering into the Rental Agreement, You expressly agree that Avis can recover the additional charges set out in the Rental Agreement from You. This includes all relevant administration charges, fees, theft, loss and damage costs (subject to any relevant excesses applying), toll charges, parking, traffic or other fines or charges, court costs and/or any other charges.**

In some circumstances we work with third party partners and intermediaries. Whether you book direct with Avis or through a third party partner or intermediary, you will always enter into the Rental Agreement with the relevant member, agent or representative of the Avis “Rent A Car” System.

If when making a booking and/or collecting a rental vehicle you have any queries on which company you are entering into a contract with (whether this relates to your booking or rental arrangements), then please contact us direct and we will be pleased to provide assistance.

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## **CONTACT DETAILS**

### **Reservations**

reservations@avis.co.nz

0800 655 111

### **Roadside Assistance**

0800 652 847

### **Customer Service**

customer.service@avis.co.nz

0800 800 15

### **Claims**

abgclaimsausnz@vanameyde.com

+61 2 8216 0249

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## 1. Understanding Your Rental Agreement

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| <p><b>WHAT IS THE RENTAL AGREEMENT?</b></p> <p>The Rental Agreement between Avis and You (<b>Rental Agreement</b>) is made on the date shown on the Rental Document in respect of the Vehicle and is made up of that Rental Document and these Terms and Conditions. It sets out our responsibilities to You and Your responsibilities to Avis when renting a vehicle and any optional extras.</p>   | <p><b>Who is the Rental Agreement with?</b></p> <p>The Rental Agreement is between You and the Vehicle rental provider named on the Rental Document.</p> <p>Depending on where and how You booked, Your booking may have been with another party. They will have given Avis Your details so that Avis can provide You with a rental.</p> <p><b>When does the Rental Agreement become legally binding?</b></p> <p>The Rental Agreement will become legally binding when You sign the Rental Document when picking up the Vehicle from Avis.</p> <p>If Your Avis Preferred customer membership terms allow, You may be able to collect Your Vehicle without having to sign a Rental Document. If this applies to You, the Rental Agreement will become legally binding when You collect the keys for the Vehicle from Avis (or any contact free option made available by them).</p>  | <p><b>Before You sign the Rental Document</b></p> <p>Please read all the documents carefully. If You do not think You have received all the documents – or there is anything that You do not understand or agree with – please speak to a member of our team.</p>  |
| <p><b>BY SIGNING THE RENTAL DOCUMENT...</b></p> <p>By entering into the Rental Agreement, You agree to be bound by the terms and conditions set out in:</p> <ul style="list-style-type: none"> <li>• these Terms and Conditions;</li> <li>• the Privacy Notice (Annexure A)</li> <li>• Pricing Schedule (Annexure B)</li> <li>• Electric Vehicle Terms and Conditions (Annexure C)</li> <li>• (if applicable to You) the Pay Now Terms and Conditions (Annexure D)</li> <li>• Where You cannot drive the Vehicle (Annexure E)</li> </ul> | <p><b>In summary, You agree to...</b></p> <ul style="list-style-type: none"> <li>• rent the vehicle identified as part of the Rental Agreement - and optional extras for the Pre-agreed Rental Period</li> <li>• pay the amounts described in the Rental Agreement</li> <li>• pay rental fees for any extension to the pre-agreed rental period – as well as any optional extras You agree to verbally</li> <li>• pay relevant administration charges, fees, theft, loss and damage costs (subject to any relevant excesses applying), toll charges, parking, traffic or other fines or charges, court costs and/or any other charges according to the terms of the Rental Agreement.</li> </ul> <p>If You are offered the option to pay in a currency other than that stated on the Rental Document and choose to do so, the exchange rate used will be confirmed by Avis at Point of Sale (<b>POS</b>).</p> <p><b>When you sign, you are agreeing for Avis to charge the above costs to your payment card.</b></p> | <p><b>What is the rental period?</b></p> <p>The <b>Pre-agreed Rental Period</b> is the rental period indicated on Your booking or reservation.</p> <p>The Pre-Agreed Rental Period may differ from the Rental Period: the Rental Period commences on the date shown on the Rental Document and ends on the date that You actually return the Vehicle to Avis.</p> <div data-bbox="1038 1240 1481 1496" style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>IMPORTANT</b></p> <p><b>Additional charges may apply if the Rental Period does not match the Pre-Agreed Rental Period – see Clauses 5 (Return of the Vehicle) and 12.1 (Payments due at end of Rental Period)).</b></p> </div> <p>If the following applies, the Rental Period will be extended until the later of:</p> <ol style="list-style-type: none"> <li>1. if you return the Vehicle to the pick-up location during normal opening hours, when You hand over the keys and any optional extras at the return location;</li> <li>2. if You use the collection service, when You hand over the keys, any optional extras and Avis inspects the Vehicle with You at the collection location;</li> <li>3. if You return the Vehicle to a location outside our normal opening hours, when You leave the Vehicle on site at our rental location.</li> </ol> |

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| <p><b>ADDITIONAL DRIVERS</b></p> <p>Only You and any Additional Drivers are allowed to drive the Vehicle.</p>   | <p><b>Your responsibility for Additional Drivers and passengers</b></p> <p>You are responsible for making sure all Additional Drivers comply with the Rental Agreement and You are responsible for any passengers that You, or any Additional Drivers, allow in the Vehicle. You are responsible for any costs or charges Avis incurs because they (and as a result, You) do not comply with the Rental Agreement.</p>  | <p><b>Does it cost to have Additional Drivers?</b></p> <p>You may be charged for each Additional Driver. Avis will tell You in advance of any applicable charge for Additional Drivers.</p> |
| <p><b>THIRD PARTY INTERMEDIARIES</b></p>  | <p>In some circumstances Avis works with third party intermediaries. Whether You book direct with Avis or through a third party intermediary, You will always enter into the Rental Agreement with the legal entity listed in this Rental Agreement. If when making a booking and/or collecting a rental Vehicle You have any queries on which company You are entering into a contract with (whether this relates to Your booking or rental arrangements), then please contact Us direct and We will be pleased to provide assistance.</p>   |   |
| <p><b>LOYALTY PROGRAM</b></p> <p>When you join our Loyalty Program, Avis will require your signature.</p> <p>Even if You are an existing member of our Loyalty Program, You may still need to sign the Rental Agreement and agree to the Vehicle Condition Report (if provided) as relevant to Your rental each time You pick up a vehicle. For example, Avis may request Your signature in certain situations, such as a requested change in payment method or other change to your usual booking preferences.</p> | <p>As is the case with all our customers, it is just as important that all our Loyalty Program customers carefully read the Rental Agreement and remind themselves of all the terms and conditions they must comply with.</p> <p>Loyalty Program customers will be provided with a copy of their Rental Agreement (or given the opportunity to obtain a copy) before they pick up their Vehicle.</p> <p>In circumstances where Loyalty Program customers do not expressly confirm their acceptance of the terms of the Rental Agreement provided to them, their collection of the Vehicle keys will be deemed as full acceptance of the Rental Agreement.</p>       |   |
| <p><b>CORPORATE CUSTOMERS</b></p> <p>This section only applies if You have a corporate agreement with Avis (e.g., a corporate account or a discount number)</p>   | <p>By signing the Rental Document, You confirm You have the company's authority to enter into the Rental Agreement. If there is a conflict between the Rental Agreement and Your corporate rental agreement, unless otherwise stated in Your corporate rental agreement, the terms of the Rental Agreement will prevail.</p>  |   |
| <p><b>FEES AND CHARGES</b></p>  | <p>Fees and charges that Avis is entitled to charge without further consent from You (other than signing the Rental Agreement) in accordance with the terms of this Agreement are set out in the Pricing Schedule at Annexure C. Additional fees and charges for optional services or Accessories will be explained to You at the time they are offered to You or are disclosed in the Rental Agreement.</p> <p>If You have pre-paid Your Vehicle booking, You have also agreed to the Pay Now Terms and Conditions. To the extent of any inconsistency between this Rental Agreement and the Pay Now Terms and Conditions, this Rental Agreement will prevail.</p> |   |

## DEFINITIONS

In these Terms and Conditions, capitalised words have a special meaning, as set out in this section.

**'Accessory'** means any equipment set out in the Rental Document, including but not limited to as applicable any Global Positioning System receiver or similar device, dash cam or any child restraint, ski accessory or similar equipment;

**'Account'** means the debit card, credit card or Avis charge account to which Rental Charges are to be debited in accordance with the Rental Document;

**'Additional Driver'** means a person other than You who is:

- Your spouse or de facto partner;
- Your employer or fellow employee if it is disclosed by You to Avis that the Vehicle is rented for business purposes under a corporate agreement; or
- added to Your rental as an Additional Driver in accordance with Clause 2 (How to add an Authorised Driver to your Rental Agreement);

**'Additional Driver Fee'** means the fee payable by You to Avis for the addition of an Additional Driver;

**'Authorised Driver'** subject to Clause 2 (Driver), means You and any Additional Driver;

**'Avis'** means Avis Rent A Car Limited trading as 'Avis New Zealand' (Company number: 166704) or, where applicable, an independent Avis Rent a Car System licensee or agent;

**'Code'** means the *New Zealand Rental Vehicle Association Code of Conduct*;

**'Collection Costs'** means Avis' reasonable costs of collecting unpaid Rental Charges from You;

**'Electric Vehicle'** means a vehicle with an electric motor that is powered wholly by electricity;

**'Electric Vehicle Recharge Fee'** means the fee charged to You where an Electric Vehicle is returned with less than 77% battery charge in accordance with Annexure C - Electric Vehicle Terms and Conditions;

**'Excess Amount'** means the amount shown as 'Excess Amount' on the Rental Document;

**'Excess Reduction'** means the product which we sell (if any) which allows You to reduce the Excess Amount payable under these Terms and Conditions that is purchased before Your rental commences to reduce any Excess Amount payable to the amount You have agreed with Avis;

**'Fair Wear and Tear'** means Fair Wear and Tear as described in the Fair Wear and Tear Guide available on our website at: <https://www.avis.co.nz/en/fair-wear-and-tear-guide>;

**'Fuel Service'** means the costs of fuel per litre plus Avis' reasonable costs associated with arranging to fill the Vehicle with fuel;

**'GST'** has the meaning given by the GST Act or any replacement or other relevant legislation and regulations;

**'GST Act'** means the *Goods and Services Tax Act 1985 (NZ)*;

**'Incident'** means an event during the Rental Period which is an accident, claim or other incident involving damage to or loss of the Vehicle or property of any other person in connection with the Vehicle or injury to any other person in connection with the Vehicle;

**'Inherent mechanical fault'** means a breakdown, malfunction or failure of the Vehicle's engine or any other mechanical part of the Vehicle not caused or contributed to, by You or any other Additional Driver;

**'Late Return Fee'** means a single charge payable by You if You do not return the Vehicle on the date and by the time shown on the Rental Document or an alternative return date and time as agreed with Avis under Clause 5.1(a) (How to return the Vehicle);

**'Loss Damage Waiver'** reduces Your financial responsibility for loss or damage to the Vehicle to the Excess Amount;

**'Loyalty Program'** means the loyalty program operated in accordance with the Avis Preferred Program accessible at <https://www.avis.co.nz/en/loyalty-profile/avis-preferred>;

**'Manufacturer's Specifications'** means the specifications of the manufacturer of the Vehicle as set out in the Vehicle's operations manual usually located in the Vehicle or accessible through the Vehicle's infotainment systems;

**'New Zealand Consumer Laws'** or **'NZCL'** means the *Consumer Guarantee Act 1993* and *Fair Trading Act 1986*;

**'Overhead Damage'** means damage (excluding hail damage) to the Vehicle during the Rental Period above the top of the front and back windscreens, damage to the box section of a commercial vehicle above the front windscreen or damage to third party property, which Avis has reasonable grounds to believe is caused by the Vehicle coming into contact with anything overhanging or obstructing its path, objects being placed on the roof of the Vehicle, or You or any person standing or sitting on the roof of the Vehicle;

**'Pay Now Terms and Conditions'** means the terms and conditions that apply to bookings for which payment for the Pre-Agreed Rental Period and any optional extras is made at the time of booking, set out at Annexure D - Pay Now Terms and Conditions;

**'Pay Now Booking'** means a booking for which the rental of a Vehicle and any optional extras are pre-paid at the time of booking in advance of the rental commencing;

**'Per Day Loss of Revenue Fee'** has the meaning set out in Clause 5.9 of these Terms and Conditions;

**'Personal Information'** has the meaning given to that term in the New Zealand *Privacy Act 1993*, or from 1 December 2020, the *Privacy Act 2020* (as amended);

**'Pre-authorisation'** means a hold on an amount of money in the bank account connected with Your Account which will be on hold until a final payment for all amounts owing has been made by You for Your rental and other amounts owing by You;

**'Privacy Notice'** means the privacy notice set out at Annexure A - Privacy Notice;

**'Rental Charges'** means the fees, costs, amounts and charges specified on the Rental Document and Annexure B – Pricing Schedule or payable under this Rental Agreement;

**'Rental Document'** means the Rental Document setting out the particulars of the legally binding contract made between Avis and You or the person hiring the Vehicle and any Authorised Driver, including details of the Vehicle;

**'Rental Period'** means the period commencing on the date shown on the Rental Document and ending on the date that You return the Vehicle to Avis;

**'Roadside Assistance Cover'** means the provision of the roadside assistance services described in Clause 4 (When You will be charged for roadside assistance) for the Roadside Assistance Cover fee specified in the Annexure B - Pricing Schedule;

**'Roadside Callout Fee'** means a charge for an individual roadside assistance callout event, as specified in Annexure B – Pricing Schedule;

**'Snow Cover'** means the product that Avis sells (if any) which reduces Your financial responsibility for loss or damage to the Vehicle when You drive in snow or as described in Clause 8.2 (When Loss Damage Waiver Will Not Apply), to Your liability as set out in Clause 8.1 (When Loss Damage Waiver Will Apply);

**'Substitute Vehicle Insurance'** means a policy of motor vehicle insurance held by You or another Authorised Driver which covers You or them while using the Vehicle as a substitute for the Vehicle insured under that policy;

**'Terms and Conditions'** means these Terms and Conditions of Rental;

**'Terrorist Act'** means as the term (or its' derivative) is defined in the *Terrorism Suppression Act 2002* ;

**'Underbody Damage'** means damage to the Vehicle during the Rental Period caused by the Vehicle coming into contact with anything below the bottom of the door seal and the bottom of the front and rear bumper bars where Avis has reasonable grounds to believe that the driver of the Vehicle is reasonably at fault for that damage;

**'Vehicle'** means the vehicle described on the Rental Document (or any substitute vehicle), and includes its parts, components, keys, remote opening devices and all Accessories and contents supplied by Avis unless the context requires otherwise;

**'Vehicle Condition Report'** means the report setting out any pre-existing damage found on the Vehicle prior to the Rental Period;

**'Windscreen and Tyre Protection'** means the protection cover set out in Clause 4 (What damage does Windscreen and Tyre Protection cover?) and is available at selected locations and reduces Your potential liability to Avis for damage to the Vehicle's windscreen, windows and tyres;

**'You'** or **'Your'** refers to the person(s) with whom the Rental Agreement is made; and

**'Zero Excess'** means the product which Avis sells (if any) which allows You to reduce the Excess Amount payable under these Terms and Conditions that is purchased before Your rental commences to reduce any Excess Amount payable to nil.

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| <p><b>INTERPRETATION</b></p> | <p>In these Terms and Conditions, unless the context otherwise requires:</p> <ul style="list-style-type: none"> <li>a. the singular includes its plural and vice versa;</li> <li>b. words denoting any gender include all genders;</li> <li>c. where a word or phrase is defined, its other grammatical forms have a corresponding meaning;</li> <li>d. headings are for convenience only and do not affect interpretation;</li> <li>e. a reference to a person includes a corporation, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity;</li> <li>f. a reference to a party to this Rental Agreement includes its successors and permitted assigns;</li> <li>g. a reference to any agreement (including this Rental Agreement) or document is to the agreement or document as amended, supplemented, novated or replaced from time to time;</li> <li>h. a reference to a clause, paragraph, schedule or annexure is to a clause, paragraph, schedule or annexure in or to this Rental Agreement;</li> <li>i. a reference to this Rental Agreement includes any schedules and annexures to this Rental Agreement;</li> <li>j. a reference to writing includes any method of representing or reproducing words, figures, drawings or symbols in a visible or tangible form;</li> <li>k. a reference to <b>dollars</b> or <b>\$</b> is to New Zealand currency;</li> <li>l. a reference to legislation (including subordinate legislation) or a provision of it is to that legislation or provision as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;</li> <li>m. words such as including or for example do not limit the meaning of the words preceding them; and</li> <li>n. an obligation or liability assumed by, or a right conferred on, two or more parties binds or benefits all of them jointly and each of them.</li> </ul> |
| <p><b>PRECEDENCE</b></p>     | <p>To the extent of any inconsistency the following order of precedence applies:</p> <ul style="list-style-type: none"> <li>a. Rental Document;</li> <li>b. these Terms and Conditions with Annexures;</li> <li>c. the terms and conditions for Your Loyalty Program; and</li> <li>d. the Vehicle Condition Report.</li> </ul>  |

## 2. Driver

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| <p><b>AUTHORISED DRIVER ACKNOWLEDGEMENT</b></p> | <p><b>What You agree and acknowledge</b></p> <p>You agree and acknowledge that:</p> <ul style="list-style-type: none"> <li>a. only Authorised Drivers will drive the Vehicle; and</li> <li>b. All Authorised Drivers must and do hold a current and valid licence (<b>not being a restricted licence, learner's licence, provisional licence or probationary licence</b>) to drive the Vehicle and have been licenced to drive Vehicles of the same category as the Vehicle for at least 12 consecutive months immediately prior to signing the Rental Document.</li> <li>c. <b>You and Additional Drivers authorise and consent to Avis verifying Your driving licence status, details and records with local authorities in Australia or New Zealand (as applicable) including via Driver Check managed by the New Zealand Transport Authority.</b></li> <li>d. Avis may refuse to allow You or any Additional Driver to drive the Vehicle who: <ul style="list-style-type: none"> <li>i. does not hold a valid and current driving licence for the entire Rental Period;</li> <li>ii. has not brought an international driving licence or official translation (if applicable);</li> <li>iii. has not held their licence for the minimum period required by the rental location;</li> <li>iv. has driving-related convictions; or</li> <li>v. who does not meet our reasonable identity, security, driving licence or credit checks</li> </ul> </li> </ul> |
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| <p><b>ADDITIONAL DRIVERS</b></p> | <p><b>Who is responsible for the acts of an Authorised Driver?</b></p> <p>2.1 You are responsible for the acts and omissions of each Authorised Driver and any other person You or any other Authorised Driver allows to drive the Vehicle and neither You nor any unauthorised driver will have the benefit of the Loss and Damage Waiver option, Excess Reduction option or Zero Excess option (if accepted or included in Your Rental Charges) if You or any other Authorised Driver allows an unauthorised driver to drive the Vehicle and Avis has reasonable grounds to believe that unauthorised driver causes loss of or damage to the Vehicle or damage to the property of a third party.</p> <p><b>How to add an Authorised Driver to Your Rental Agreement</b></p> <p>2.2 To add an Authorised Driver, You may be required to pay the Additional Driver Fee. The additional Authorised Driver may be required to provide Avis a valid licence confirming the additional Authorised Driver is authorised to drive the Vehicle.</p> |
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**IMPORTANT**

- Only Authorised Drivers are to drive the Vehicle.
- The key to the Vehicle is Your responsibility; always remember to safeguard it.
- There are restrictions on where You can and cannot drive the Vehicle – see Clause 3 (Where you Can and Cannot Drive the Vehicle) and Annexure E - Where You cannot drive the Vehicle.

### 3. Where You Can and Cannot Drive the Vehicle

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| <p><b>WHAT KINDS OF ROADS ARE YOU ALLOWED TO DRIVE ON?</b></p> | <p>3.1 Authorised Drivers must only use the Vehicle on a road which is properly formed and constructed as a sealed, metalled or gravel road.</p>  |
| <p><b>PROHIBITED USE</b></p>                                   | <p>3.2 Authorised Drivers must not use the Vehicle:</p> <ol style="list-style-type: none"> <li>a. on beaches, in any sand, through streams;</li> <li>b. through rivers or flood waters;</li> <li>c. on fire trails;</li> <li>d. on snow unless You use Snow Chains; and</li> <li>e. in any location listed in Annexure E – Where You cannot drive the Vehicle.</li> </ol>   |
| <p><b>OTHER UNAUTHORISED USE</b></p>                           | <p>3.3 Unless authorised in writing from Avis, Authorised Drivers must not use the Vehicle airside on or at any airport.</p> <p>3.4 Authorised Drivers must:</p> <ol style="list-style-type: none"> <li>a. not use, or allow the Vehicle to be used, for any illegal purpose, race, contest or performance test of any kind or operate the vehicle, or allow it to be operated, in breach of the Act, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;</li> <li>b. not carry, or allow the Vehicle to carry, more passengers than may be properly accommodated by the seat belt restraints provided in the Vehicle and must ensure that each passenger in the Vehicle appropriately uses the seat belt restraint;</li> <li>c. not be under the influence of alcohol, drugs or have a blood alcohol or drug content that exceeds the legal limit in New Zealand in which the Vehicle is driven or as applicable to Your or their licence;</li> <li>d. not use or allow the Vehicle to be used to carry passengers for payment of any kind;</li> <li>e. not use the Vehicle when it is damaged or unsafe;</li> <li>f. provided it is reasonable in the circumstances to do so, not drive the Vehicle after an accident or hitting an object (including animals) until You have obtained Avis' prior written consent to do so;</li> <li>g. not use the Vehicle to transport goods, except in compliance with all necessary approvals, permits, licences and government requirements (to be obtained at Your cost) and in accordance with the Manufacturer's Specifications and Avis' recommendations;</li> <li>h. not smoke within the Vehicle or allow any other person to smoke within the Vehicle at any time;</li> </ol> |



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|  | <ul style="list-style-type: none"> <li>i. not use the Vehicle to carry any inflammable substance which has a flashpoint under 22.8°C or any other explosive or corrosive substances without Avis's prior written consent;</li> <li>j. not use the Vehicle to prepare, commit or assist in any criminal or Terrorist Act;</li> <li>k. unless in accordance with Clause 3.4(l) below, not allow the Vehicle to be used to push or pull anything without Avis' prior written consent;</li> <li>l. not use the Vehicle for the conveyance or towing of any load unless: <ul style="list-style-type: none"> <li>i. the load is correctly loaded and secured and not in excess of that for which the Vehicle was manufactured; and</li> <li>ii. the Vehicle is fitted with a tow bar and the conveyance or towing is undertaken in accordance with the Manufacturer's Specifications and Avis' recommendations;</li> </ul> </li> <li>m. pay all tolls, parking charges, cleaning fees, fines and infringements incurred by any Authorised Driver relating to or in connection with the Vehicle;</li> <li>n. not use the Vehicle in contravention of any applicable law; and</li> <li>o. not register or claim to be entitled to register any security or other interest in the Vehicle under the New Zealand <i>Personal Property Securities Act 1999</i>.</li> </ul> |
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## 4. Vehicle Maintenance, Security and Cleaning

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| <b>YOUR VEHICLE CARE OBLIGATIONS</b> | <p>4.1 All Authorised Drivers must:</p> <ul style="list-style-type: none"> <li>a. maintain all of the Vehicle's engine oils and engine coolant levels to the Manufacturer's Specifications, provided that Avis has provided the Vehicle to You with engine oils and engine coolant at levels which reflect the Manufacturer's Specifications;</li> <li>b. keep the Vehicle locked and secure when it is unattended and take all reasonable precautions to safeguard the keys under Your or another Authorised Driver's personal control or, keep the keys in a locked and secure environment at all times and out of sight when not in Your possession; and</li> <li>c. comply with all applicable seatbelts and child restraint laws.</li> </ul>  |
| <b>CHECKS AVIS MAY CONDUCT</b>       | <p>4.2 Avis may conduct identity, security, driving licence and credit checks prior to renting a Vehicle to You and if You fail to meet any of our checks, Avis may refuse to rent the Vehicle to You.</p>   |
| <b>TRANSMISSION OF VEHICLE DATA</b>  | <p><b>Geolocation</b></p> <p>4.3 Vehicles may be fitted with geo-location systems and tracking devices which can be used to open and close the Vehicle or track and record the geographical location, distance and speed of the Vehicle during the rental. They may also be used to immobilise the Vehicle if Avis has reasonable grounds to suspect the Vehicle is being used unlawfully or outside of the terms of the Rental Agreement. You agree that Avis can track and record Your location and Your use of the Vehicle.</p> <p><b>Telematics data</b></p> <p>4.4 You acknowledge that Avis may from time to time receive telematics data from device-equipped vehicles where driver monitoring is enabled, including fuel levels, distance, speed, vehicle location data (including the longitude, latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated), braking, acceleration and cornering data.</p> |
| <b>ROADSIDE ASSISTANCE</b>           | <p><b>Inherent Mechanical Faults</b></p> <p>4.5 Avis will provide 24 hour roadside assistance for all Inherent Mechanical Faults (as reasonably determined by Avis or its authorised repairer) at no additional cost (even if you have not purchased Roadside Assistance Cover) provided that the fault does not arise as a result of any unauthorised use of the Vehicle in breach of Clause 3 (Where You can and cannot drive the Vehicle) (except in respect of Clause 3.4(n), (dealing with use of the Vehicle in contravention of law, for minor infractions).</p>  |

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|                                    | <p><b>When You will be charged the Roadside Callout Fee</b></p> <p>4.6 For each roadside callout for a fault or Incident which Avis has reasonable grounds to believe is caused by Your act or omission, including (but not limited to):</p> <ol style="list-style-type: none"> <li>emergency refuelling up to an amount required to reach the nearest petrol station;</li> <li>damage to or failure to upkeep any tyre in accordance with the Manufacturer's Specifications (unless You have purchased Windscreen and Tyre Protection);</li> <li>Electric Vehicle battery recharge;</li> <li>lost keys;</li> <li>keys locked in the Vehicle; or</li> <li>a flat battery due to lights or other electrical equipment being left on,</li> <li>You will be charged a Roadside Callout Fee unless You purchased Roadside Assistance Cover.</li> </ol> <p><b>When Roadside Assistance Cover does not apply</b></p> <p>4.7 If you have purchased Roadside Assistance Cover, it will not apply if the Vehicle has been used in breach of Clause 3 (Where You can and cannot drive the Vehicle) (save, in respect of Clause 3 (dealing with use of the Vehicle in contravention of law, for minor infractions) or in respect of any additional amount(s) payable under Clauses 7.1 (When You are liable for loss and damage) and 7.2 (Damage that is not Your fault).</p>  |
| <p><b>CLEANING AND REPAIRS</b></p> | <p><b>Can You make Your own arrangements for repairs?</b></p> <p>4.8 You must not have repairs to the Vehicle carried out unless Avis authorises You to do so in writing. Avis requires verification of the cost of repairs for reimbursement and GST purposes. You should obtain an original tax invoice/receipt from the repairer to assist Avis. Avis will reimburse You for any repairs to the Vehicle authorised by Avis in writing, provided that Avis can verify the cost of those repairs. To the extent that Avis cannot verify the cost of repairs, Avis will not reimburse You.</p> <p><b>When will You be liable for professional cleaning?</b></p> <p>4.9 If Avis has reasonable grounds to believe that You or another person has been using the Vehicle during the Rental Period in breach of Clause 3.4(h) (prohibiting smoking in the vehicle) or returned the Vehicle in poor condition (excluding Fair Wear and Tear); then You may be required to pay the cost of any professional cleaning or odour extraction reasonably incurred by Avis (as set out in Annexure B - Pricing Schedule) and a reasonable administrative fee reflecting the cost of making arrangements for professional cleaning or odour extraction.</p> <p><b>What damage does Windscreen and Tyre Protection cover?</b></p> <p>4.10 Windscreen and Tyre Protection covers You for damage to Your Vehicle's windscreen, front or back windscreens, and all side window glass and all tyres, including the spare tyre. The exclusions to this coverage are Vehicle mirrors, headlights, any part of the wheel (i.e. hubcap, rim and alloy wheels) or damage to the Vehicle directly caused by Your breach of this Agreement, or for which You are liable by virtue of Clauses 7.1 (When You are liable for loss and damage) and 7.2 (Damage that is not Your fault).</p> |

**ROADSIDE ASSISTANCE COVER: TRUE PEACE OF MIND**

It will cover You for those little things that can go wrong, such as:

- Call out fees because of non-mechanical, customer-at-fault roadside assistance support
- Recovery support for vehicle lockouts, vehicle unlock e.g. keys locked inside
- Recovery support for jump-starts due to a flat battery
- Recovery support for tyres e.g. change but not the cost for the tyre
- Towing costs up to 100km or to the nearest rental location under 100km
- Cost of lost or replacement keys

If You're not covered, You can incur a Roadside Callout Fee – refer to Annexure B - Pricing Schedule for details.

## 5. Return of the Vehicle

### HOW TO RETURN THE VEHICLE

- 5.1 You must return the Vehicle to Avis:
- at the place, on the date and by the time shown on the Rental Document unless You have informed Avis of a change prior to the return date and time and Avis has consented to the change (such consent not to be unreasonably withheld); and
  - in the same condition as it was at the commencement of the Rental Period, Fair Wear and Tear excepted.

#### If You want to return the Vehicle to a different location

- 5.2 If You tell Avis that You wish to return the Vehicle to a location other than that stated on the Rental Document, Avis will advise You of the amount of the 'One Way Fee' that You will incur (unless Clause 5.6(a) applies to You). If You do not tell Avis in advance, You must pay a One Way Fee as set out in Annexure B - Pricing Schedule (depending on the type of Vehicle and the distance travelled) to be determined and paid at the end of the Rental Period. You will also be liable for any Rental Charges calculated under Clauses 5.3 or 5.4 below.

#### If You do not receive our approval for a change to Your return of the Vehicle

- 5.3 If You:
- return the Vehicle at a later date or time than that shown on the Rental Document;
  - return the Vehicle to a place other than that shown on the Rental Document; or
  - do not comply with any special conditions set out in the 'Rates' section on the Rental Document,
- the rates shown on the Rental Document and set out in Annexure B may continue to apply for the additional rental days, including any One Way Fee and Late Return Fee. If You return the Vehicle to a place other than that shown on the Rental for return of the Vehicle will apply.

#### EXAMPLE: UNAPPROVED CHANGE TO RETURN OF VEHICLE

You agree to return the Vehicle to Auckland airport on 1 February.

If You return the Vehicle to Wellington airport, You will be liable for the One Way Fee. If the One Way Fee is \$2\* per kilometre, you will be liable for \$1,710 (\$2\* per km × 855km).

If you return the Vehicle on 3 February, you will be liable for payment for 2 additional rental days, as well as the Late Return Fee. If the daily rate on Your Rental Document is \$150\*, You will therefore be charged for the Rental Period, plus \$300 (\$150\* × 2 days), plus the Late Return Fee.

\* These figures are examples only and may differ from actual charges and rates.

#### Returning the Vehicle earlier than agreed

- 5.4 If You return the Vehicle at an earlier date or time than that shown on the Rental Document or otherwise agreed in writing with Avis, the rates shown on the Rental Document will not apply and You must pay the current daily rate that would have been applicable for the Vehicle for the Rental Period if hired for that period at those rates, which is likely to be higher than the rates shown on the Rental Document.
- 5.3 If you have pre-paid Your Vehicle booking, Clause 5.4 does not apply and You will not be entitled to a refund, but Avis may recalculate payment for the booking.

#### EXAMPLE: RETURNING THE VEHICLE EARLY

##### If You have PRE-PAID for the rental:

If You have PRE-PAID for the Vehicle booking in accordance with the Pay Now Terms and Conditions (Annexure D), You are charged the full amount for the Pre-Agreed Rental Period and will not get a refund for early return.

##### If You have NOT pre-paid for the rental:

If you agree to rent the Vehicle for seven days, but return the Vehicle after two days, then the daily rate calculated for the seven-day rental will not apply.

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|   | <p>For example, if the daily rate for the seven-day rental was calculated at \$100*, the total charge would be \$700*. If the daily rate for a two-day rental in those two days would have been \$110*, You will instead be charged \$220* for the two days of actual use (daily rate × 2).</p> <p>** These figures are examples only and may differ from actual charges and rates.</p> <p><b>When the vehicle must be immediately returned</b></p> <p>5.6 Although We will try to contact You in advance where possible, Avis may request the immediate return of the Vehicle or Avis may recover the Vehicle without informing You in advance if:</p> <ol style="list-style-type: none"> <li>a. the limit on Your method of payment would be exceeded by the debiting of the Rental Charges for a requested extension of the rental of the Vehicle or if a 'One Way Fee' becomes payable by You;</li> <li>b. the Rental Period expires without satisfactory arrangements having been made by You with Avis; or</li> <li>c. Avis has reasonable grounds to believe that:             <ol style="list-style-type: none"> <li>i. the Vehicle has been or will be used for an unlawful purpose;</li> <li>ii. damage to the Vehicle, or injury to persons or property has occurred; or</li> <li>iii. the Vehicle has been or will be used in an industrial dispute.</li> </ol> </li> </ol> <p>5.7 If Clause 5.6(a) above applies to You, Avis will exercise its rights under that clause if Avis is unable to contact You within three (3) days after unsuccessfully attempting to debit the Rental Charges.</p> |
| <p><b>OVERDUE VEHICLES</b></p>  | <p>5.8 If You do not return the Vehicle on the date and by the time shown on the Rental Document or any extended date or time agreed with Avis in writing then:</p> <ol style="list-style-type: none"> <li>a. after written communication with You and if the location of the Vehicle is unknown, Avis may report the Vehicle as lost or stolen to the police; and</li> <li>b. You must pay Avis all Rental Charges (including additional Rental Charges) and compensate Avis in accordance with Clause 7 (Liability for Loss or Damage) for any loss Avis actually incurs (including all reasonable additional costs Avis incurs in recovering the Vehicle or because the Vehicle was not available for rental by others when due) up to the time that the Vehicle is recovered by Avis, except for losses caused or contributed to by Avis.</li> <li>c. Avis will use reasonable endeavours to mitigate any loss suffered under this Clause 5.8.</li> </ol>   |
| <p><b>YOUR LIABILITY FOR VEHICLE DOWNTIME</b></p>                         | <p>5.9 If You have breached the Rental Agreement and Your breach of the Rental Agreement (or a breach of the Rental Agreement by any other Authorised Driver) has caused the downtime of the Vehicle, You may be liable to pay a per day loss of revenue fee based on the actual downtime of the Vehicle or, where the actual downtime of the Vehicle is not known, a reasonable estimate of that downtime (<b>Per Day Loss of Revenue Fee</b>).</p> <p>5.10 Calculation of the per day loss of revenue fee in Clause 5.9 above will be calculated in accordance with the daily rate for that period (shown in Your Rental Document) multiplied by the number of days of downtime, including any applicable GST.</p> <p>5.11 If You are charged for downtime of the Vehicle in accordance with Clause 5.9, Avis will inform You seven (7) days in advance before Your Account is debited.</p>   |
| <p><b>OUR PROCESS FOR CONTACTING YOU ABOUT A VEHICLE RETURN ISSUE</b></p> | <p>5.12 Prior to exercising its rights under clauses 5.6(a), 5.6(b) or 5.8 above, Avis will attempt to call You on Your contact number and / or email You via the email address recorded in the Avis system at least two (2) times to confirm whether an extension of Your Rental Agreement or change to the payment method listed on Your Account is required.</p> <p>5.13 If Avis is unable to contact you within five (5) days after the designated drop off date and time for the Vehicle shown on the Rental Document or any extended date or time agreed with Avis in writing, then Avis will proceed to exercise its rights under Clause 5.7 above.</p>  |

## 6. Fuel

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| <b>WHAT KIND OF FUEL TO USE IN THE VEHICLE</b>                 | 6.1 You must fill the Vehicle only with the fuel type specified in the Manufacturer's Specifications.  |
| <b>REFUELLING THE VEHICLE: LESS THAN 120 KILOMETRES DRIVEN</b> | 6.2 If You drive the Vehicle less than 120 kilometres during the Rental Period, You will be charged the Fuel Service fee per kilometre driven as set out in the Rental Document. Avis will waive the Fuel Service fee if You present a receipt indicating You refuelled the Vehicle and the Vehicle has the same level of fuel that the Vehicle had when You rented it, as determined reasonably by Avis' visual or electronic inspection of the Vehicle's fuel gauge.   |
| <b>REFUELLING THE VEHICLE: MORE THAN 120 KILOMETRES DRIVEN</b> | 6.3 If: <ul style="list-style-type: none"> <li>a. You drive the Vehicle 120 or more kilometres during the Rental Period;</li> <li>b. You do not select the 'prepaid fuel option' in the Rental Document where that option is available; and</li> <li>c. You return the Vehicle with less fuel in the Vehicle than the Vehicle had when You rented it; You must pay Avis the Fuel Service fee amount per litre as set out in the Rental Document. The Fuel Service includes the cost of fuel and all other costs associated with arranging to fill the Vehicle with fuel.</li> </ul> 6.4 For the purpose of Clause 6.3 above the fuel level of the Vehicle at the time You rent it and at the time You return it to Avis is determined by visual or electronic inspection by Avis of the Vehicle's fuel gauge, and the kilometres driven, however if a Fuel Service fee amount is charged, that amount will be based on the number of litres of fuel actually put into the Vehicle to return it to the level of fuel that the Vehicle had when You rented it. |

### IMPORTANT

Clauses 7 to 9 below set out when You will be held accountable for loss or damage to the Vehicle and our procedures for calculating Your financial liability.

These procedures may cause detriment to You, so it is very important You read these clauses carefully and contact Avis if You have any questions.

You may have rights under the NZCL – see Clause 16 (New Zealand Consumer Law) for more details.

## 7. Liability For Loss or Damage

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| <b>WHEN YOU ARE LIABLE FOR LOSS AND DAMAGE</b>     | 7.1 Subject to Clauses 7.2, 7.3, 7.4 below and Clause 8 (Loss Damage Waiver), You are liable: <ul style="list-style-type: none"> <li>a. to compensate Avis for any damage to or loss of the Vehicle, including any Incident, hail, flood or storm related damage or theft of the Vehicle, which Avis has reasonable grounds to believe has occurred during the Rental Period (including by reference to the Vehicle Condition Report); and</li> <li>b. for damage to third party property which Avis has reasonable grounds to believe is caused or contributed to by You or another Authorised Driver or any person You or another Authorised Driver allow to drive the Vehicle and to the extent permitted by applicable law, Avis will not be responsible for such liability.</li> </ul>  |
| <b>WHEN YOU ARE NOT LIABLE FOR LOSS AND DAMAGE</b> | <b>Damage that is not Your fault</b><br>7.2 If, acting reasonably, Avis accepts that the loss or damage referred to in Clause 7.1 above was not Your fault, You will not be liable to compensate Avis provided You comply with the process set out in Clause 11 (Claims and proceedings and what to do if there is an Incident) for dealing with an Incident and: <ul style="list-style-type: none"> <li>a. You are resident in New Zealand;</li> <li>b. You provide Avis with the following details of the Incident:             <ul style="list-style-type: none"> <li>i. the name, residential address, contact phone and licence number of any person involved;</li> <li>ii. the name of any insurer of any third party You believe was at fault;</li> <li>iii. the registration numbers of all vehicles involved;</li> <li>iv. an accurate description of the Incident and location;</li> </ul> </li> </ul> |

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|                                  | <ul style="list-style-type: none"> <li>v. the names of any attending police officers and the stations at which they are based; and</li> <li>vi. Avis reasonably believes that it will recover the amount of loss or damage from a third party.</li> </ul> <p><b>Damage that is Avis' fault</b></p> <p>7.3 Avis is liable for any damage to or loss of the vehicle that is our fault. This includes:</p> <ul style="list-style-type: none"> <li>a. any failure on our part to properly maintain the Vehicle; and</li> <li>b. loss or damage directly due to our negligence.</li> </ul> |
| <b>AVIS WILL MITIGATE LOSSES</b> | 7.4 Avis will use reasonable endeavours to mitigate its losses where charged to You under this Clause 7 (Liability for loss or damage).   |

**IMPORTANT: IF YOU ARE IN AN ACCIDENT OR INCIDENT**

- In the event of an accident or damage it is important not to panic.
- Please notify Avis as soon as practical. The phone number for Your rental location can be found on Your Rental Document.
- If it is safe to do so, please take pictures of the accident site and all vehicles involved.
- The reporting procedure for accidents is set out at Clause 11.1 (What to do if there is an Incident) and You **MUST** follow this procedure. If You do not follow this procedure, You may be financially liable to compensate Avis for loss or damage.

## 8. Loss Damage Waiver

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| <b>WHEN LOSS DAMAGE WAIVER WILL APPLY</b>     | <p>8.1 Subject to Clause 8.2 (When Loss Damage Waiver will not apply), if You are or would be liable to compensate Avis for its loss under Clause 7.1 (When You are liable for loss and damage), Avis will waive that liability if You have complied with the Rental Agreement and these Terms and Conditions and to the extent:</p> <ul style="list-style-type: none"> <li>a. You pay the Excess Amount (where applicable and subject to Excess Reduction and Zero Excess, if any) stated on the Rental Document for each separate event or Incident involving: <ul style="list-style-type: none"> <li>i. damage (include hail, flood or storm damage) to, or loss of, the Vehicle; or</li> <li>ii. damage which is caused by an Authorised Driver or anyone else during the Rental Period.</li> </ul> </li> </ul>   |
| <b>WHEN LOSS DAMAGE WAIVER WILL NOT APPLY</b> | <p>8.2 The waiver in Clause 8.1 above will not apply in relation to, and You may be liable to Avis for Avis' loss, including for the full cost of the following which occur during the Rental Period:</p> <ul style="list-style-type: none"> <li>a. Overhead Damage or Underbody Damage (including, without limitation, damage which occurs if You or any other person driving the Vehicle come into contact with something including, but not limited to, a bridge, a tunnel, a tree, or the roof or boom gate of a car park; or damage, including but not limited to, the exhaust systems, suspension and chassis caused by carelessly driving over gutters or kerbs or driving along poor quality roads at excessive speeds) which Avis has reasonable grounds to believe is caused by You and not attributable to Fair Wear and Tear;</li> <li>b. water damage for which Avis has reasonable grounds to believe that You or any other person driving the Vehicle drove the Vehicle in a manner that resulted in total or partial inundation or immersion of the Vehicle in water or exposure of the Vehicle to saltwater including, without limitation, damage which occurs as a result of You driving the Vehicle through floods, creeks or rivers;</li> <li>c. damage to the Vehicle for which Avis has reasonable grounds to believe that You or any other person driving the Vehicle have caused owing to a breach of any of Clause 3 (Where You can and cannot drive the Vehicle), 4.1 (Your Vehicle care obligations), 4.8 (Can You make Your own arrangements for repairs?) or 6.1 (What kind of fuel to use in the Vehicle) (save, in respect of Clause 3.4(n) (dealing with use of the Vehicle in contravention of law, for minor infractions) by You or any other person driving the Vehicle;</li> <li>d. damage to a tyre or an Accessory not attributable to Fair Wear and Tear that Avis has reasonable grounds to believe is caused deliberately or recklessly by You;</li> </ul> |

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|  | <p>e. theft of the Vehicle, even if You report the Vehicle as stolen to the police immediately on becoming aware of the theft, provide full details of the theft and provide a copy of the police report to Avis as soon as You receive it and complied with the procedure for Incidents set out in Clause 11 (Claims and proceedings and what to do if there is an Incident), except where We recover the Vehicle and You are only liable for a lesser amount under these Terms and Conditions; or</p> <p>f. loss or damage to Your property, the property of a member of Your immediate family or of a person related to You or a person residing at Your premises if Avis has reasonable grounds to believe that such loss or damage is caused by a breach of these Terms and Conditions by You.</p> <p>For the purposes of this Clause 8.2, any reference to You includes an Authorised Driver and any person You or another Authorised Driver allow to drive the Vehicle.</p> <p>8.3 Avis will use reasonable endeavours to mitigate its losses charged to You under Clause 8.2 (When Loss Damage Waiver will not apply).</p> |
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## 9. Driving In Snow

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| <b>IF YOU DRIVE IN OR ON SNOW</b>              | <p>9.1 Despite the prohibition in Clause 3 (Prohibited Use), which restricts You from driving in the snow, You are permitted to drive the Vehicle on snow <b>PROVIDED</b>:</p> <p>a. You use appropriate driving equipment (such as snow chains) suitable for the Vehicle, which You obtained from us or which we approved as to be used by You when You pick up the Vehicle; and</p> <p>b. It is otherwise reasonably safe and responsible to drive the Vehicle on snow in the circumstances and weather conditions.</p>  |
| <b>SKI EQUIPMENT - SUBJECT TO AVAILABILITY</b> | <p><b>Price and availability of Ski Equipment</b></p> <p>9.2 Ski Equipment may be available for hire as an optional extra from the pick-up location, but it is not guaranteed.</p> <p>9.3 Avis will inform You of the cost of Ski Equipment applicable to Your rental at the time of booking or before Your payment for it at the pick-up location.</p> <p>9.4 If Ski Equipment is not available from the pick-up location and You use your own or other rented ski equipment, fastening such ski equipment to the Vehicle or on the Vehicle's roof rack is subject to Avis' inspection and approval (not to be unreasonably withheld) and compliance with Manufacturer's Specifications for use on the Vehicle.</p> <p>9.5 It is Your responsibility to safely secure all Ski Equipment to or on the Vehicle in accordance with the Manufacturer's Specification before commencing transportation. Avis will not be liable for any damage or other loss caused to Ski Equipment that is not securely fastened on the Vehicle or the roof rack of the Vehicle.</p> |
| <b>APPLICATION OF LOSS DAMAGE WAIVER</b>       | <p>9.6 If You comply with Clause 9.1 (When Your Loss Damage Waiver applies if you drive in snow), Clause 8.1 (When Loss Damage Waiver will apply) will apply to damage or loss caused to the Vehicle due to the use of the Vehicle on snow.</p>  |

## 10. Assessment and Payment for Loss or Damage

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| <b>WHAT HAPPENS IF YOU HAVE TO PAY THE EXCESS AMOUNT</b> | <p><b>Criteria for debiting Your Account with the Excess Amount</b></p> <p>10.1 Avis will debit Your Account with the Excess Amount if;</p> <p>a. You must pay the Excess Amount under Clause 8.1(a) (Waiver of Liability); or</p> <p>b. fault has not been determined but Avis has reasonable grounds to believe You are the party at fault; or</p> <p>c. You have not provided information required by Clause 7.2 (Damage that is not Your fault) or Clause 11 (Claims and proceedings and what to do if there is an Incident); or</p> <p>d. You are not ordinarily a resident in New Zealand.</p> <p><b>What happens if there is more than one damage Incident?</b></p> <p>10.2 Where You are liable under Clause 8.1(a) (Waiver of Liability) for the Excess Amount, one Excess Amount for each separate damage Incident will be debited by Avis. The Excess Amount will be debited at the time of loss of, or damage to,</p> |
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|  | <p>the Vehicle and or damage to the property of any third party. For the purposes of this Clause 10.2, one damage Incident includes all types of damage suffered by a Vehicle simultaneously or nearly simultaneously owing to that Incident.</p> <div style="border: 1px solid red; padding: 5px;"> <p><b>DAMAGE INCIDENT EXAMPLE</b></p> <p>If You reverse the Vehicle into the barrier of a bridge and the Vehicle consequently falls into a river under the bridge, any damage to the panels owing to reversing into the bridge and water or other damage associated with the Vehicle falling into the river will fall under the Excess Amount for ONE damage Incident.</p> <p>If, later that day, You are in a rear end collision while driving the Vehicle, the rear end collision will amount to a separate damage Incident for the purposes of calculating how many Excess Amounts are payable under Clause 10.2.</p> </div> <p><b>Can the Excess Amount be refunded?</b></p> <p>10.3 If Avis subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Avis for the loss or damage to the Vehicle or Avis receives such payment and it is in excess of the Excess Amount, Avis will, within a reasonable period of time of forming that belief or receiving such payment, refund You the amount received or to be received up to the Excess Amount.</p>  |
| <p><b>HOW TO REPORT A THIRD-PARTY INCIDENT</b></p> | <p>10.4 If You report to Avis in writing that a third party has been involved in an Incident, Avis will take reasonable steps to determine fault and, where practicable, obtain an admission from the third party or the third party's insurer. If Avis obtains that admission and You ordinarily reside in New Zealand and have a New Zealand driver's licence, Avis will not debit Your Account with the Excess Amount or Excess Amounts for which You are liable provided You have complied with the process set out in Clause 11 (Claims and proceedings and what to do if there is an Incident) for when there is an Incident.</p>   |
| <p><b>RECOVERY COST PROCESS</b></p>                | <p><b>Meaning of Recovery Cost</b></p> <p>10.5 For the purposes of Clauses 10.5 to 10.8, '<b>Recovery Cost</b>' means, in relation to the loss of, or damage to, the Vehicle the sum of:</p> <ol style="list-style-type: none"> <li>a. any appraisal fees actually and reasonably incurred by Avis;</li> <li>b. any retrieval, towing and storage costs actually and reasonably incurred by Avis; and</li> <li>c. a reasonable administrative fee actually and reasonably incurred by Avis which is charged to Avis for the cost of making arrangements for retrieval, towing and repairs, and other administrative activities.</li> </ol> <p><b>Payment of Recovery Cost</b></p> <p>10.6 If any of Clauses 7.1 (When You are liable for loss and damage), 8.1 (Waiver of liability) or 8.2 (When the waiver will not apply) apply, Avis will inform You in advance of the Recovery Cost. You must pay to Avis, or You authorise Avis to debit Your Account with, the Excess Amount at the time of loss of, or damage to, the Vehicle pending Avis' reasonable preliminary assessment of the loss and damage and, if applicable, the repair of the Vehicle, subject to Your rights under Clause 10.10 (Right to a refund). Avis will inform You in advance of an applicable charge under this Clause 10.6.</p> <p>10.7 For the purposes of calculating any refund under Clause 10.10 (Right to a refund), Avis will add the Recovery Cost to the amount of the costs of damage and repair to the Vehicle.</p> <p>10.8 If Clause 7.1 (When You are liable for loss and damage) applies, and if the total of the Recovery Costs and the costs and fees that You must pay under Clause 8.1 (Waiver of liability) is greater than the Excess Amount, You must pay the Excess Amount to Avis, or Avis may debit Your Account with that amount.</p> |



**CALCULATION OF LIABILITY FOR LOSS OR DAMAGE**

**How Avis calculates Your liability**

- 10.9 Where You are required to pay Avis under Clause 7 (Liability for loss or damage), the amount You must pay for any loss, damage, repair, cost, or fee:
- a. may be reasonably determined by Avis; and
  - b. in relation to damage to the Vehicle, is the lesser of the cost of repairs to the Vehicle or the market value of the Vehicle at the time of the damage.

**Right to a refund**

10.10 If the amount reasonably determined by Avis and paid by You under Clause 10.6 above exceeds the final cost of the loss, damage or repair, Avis will refund the difference to You within a reasonable period of time.

**Details which Avis must provide**

10.11 Avis will provide details to You of the final cost of the loss, damage or repair on request by You and within a reasonable period of time. These details will include supporting documentation as such as copies of the Recovery Costs, repair invoices and photos of damage if Avis is required to provide these under the Code.

**If the Vehicle is stolen**

10.12 If You report the Vehicle as stolen to Avis and to the police in accordance with these Terms and Conditions and Clause 8.1 (Waiver of liability) applies to You, Avis will debit Your Account for the Excess Amount. Avis will initiate inquiries with the relevant authorities with a view to recovering the Vehicle. If the Vehicle is recovered, Avis will refund the Excess Amount less Recovery Cost and any amount for damage arising from the condition in which the Vehicle is found, which is not recovered from a third party.

**LIABILITY FOR THEFT EXAMPLE – WHERE WAIVER OF LIABILITY APPLIES**

In a scenario where the Excess Amount is \$5,000, and the Vehicle is recovered three days after the theft with damage worth \$100, and Recovery Costs amount to \$400 You will be refunded \$4,500.

If the vehicle is not recovered, You will remain liable for the full \$5,000 to compensate for the Vehicle's value.

\* These figures are examples only and may differ from actual charges and rates.

10.13 If You have not complied with these Terms and Conditions or Clause 8.1 (Waiver of liability) does not otherwise apply to You, Your liability for a stolen Vehicle will be greater than that set out in Clause 10.12 above.

Have an issue with a payment or Avis' assessment of Your liability for loss or damage?

Our dispute process (including how You can make a complaint) is set out in clauses 12.6 and 15 of these Terms and Conditions.

**11. Claims and Proceedings and What to Do If There is an Incident**

**WHAT TO DO IF THERE IS AN INCIDENT**

- 11.1 In the event of an Incident, You must ensure that You or another Authorised Driver:
- a. promptly report the Incident to the local police (if required by applicable law and in compliance with that law);
  - b. promptly report the Incident in writing to Avis and in any event within 24 hours after it;
  - c. do not make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability in relation to the Incident, except to the extent that You or another Authorised Driver are required to provide a statement to the police;
  - d. permit Avis, or its insurers at their own cost to bring, defend, and force or settle any legal proceedings against a third party in Your name or in the name of another Authorised Driver in relation to the Incident;

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|  | <p>e. permit Avis or its insurers to claim in Your name or that of another Authorised Driver under any applicable Substitute Vehicle Insurance, and assist, and cause that Authorised Driver to assist, Avis in making such a claim, including assigning any right to claim under any Substitute Vehicle Insurance to Avis; and</p> <p>f. complete and furnish to Avis or its insurers within a reasonable time any additional statement, information or assistance which Avis or its insurers may reasonably require, including attending a lawyer's office and at Court to give evidence.</p> <p>11.2 Avis will meet the reasonable out of pocket expenses of You or another Authorised Driver in complying with clauses 11.1(d), 11.1(e) or 11.1(f) above.</p> |
| <b>CONSEQUENCES OF NON-COMPLIANCE BY YOU</b>     | <p>11.3 If You do not comply with Clause 11.1 above, and Avis or its insurer are unable to investigate or mitigate their losses for the Incident in full because of this non-compliance, Avis will, if it is reasonable to do so, notify You of the amount of the Rental Charges and, if those charges are not disputed by You within five (5) working days, then by these Terms and Conditions You authorise Avis to debit from Your Account all Rental Charges pending Your full compliance.</p>  |
| <b>AVIS' INSURANCE IS FOR AVIS' BENEFIT ONLY</b> | <p>11.4 Nothing in these Terms and Conditions entitles You to:</p> <p>a. benefit from any of our insurance policies as an insured; or</p> <p>b. require Avis or its insurers to defend, settle or otherwise act on Your behalf for any claim brought against You by others.</p>   |

## 12. Payment

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| <b>PAYMENT AUTHORISATION</b>  | <p><b>Payments due at end of Rental Period</b></p> <p>12.1 At the end of the Rental Period, You authorise the debit of Your Account by Avis to pay:</p> <p>a. all Rental Charges;</p> <p>b. any amount paid or payable by Avis or You to any person arising out of Your use of the Vehicle or imposed on You or Avis by any government or other competent authority;</p> <p>c. the replacement cost as reasonably incurred by Avis for a lost or stolen Accessory or keys;</p> <p>d. any card surcharge payable for the method of payment You choose to use for Your Account; and</p> <p>e. any amount which You reasonably owe to Avis under the Rental Agreement, in respect of a breach of the Rental Agreement or otherwise. Avis will provide to You information containing detail about any amount payable under this Clause 12.1, including a justification with respect to the amounts charged and how these amounts have been calculated.</p> <p>f. such payment to be adjusted for any payment made at an earlier date pursuant to the Rental Document.</p> <p><b>Avis may adjust Rental Charges</b></p> <p>12.2 Each Rental Charge calculated and invoiced to You at the time of the return of the Vehicle is subject to subsequent verification by Avis. If Avis reasonably determines that a Rental Charge should be adjusted to comply with these Terms and Conditions, Avis will provide details to You using Your contact details supplied to Avis before such Rental Charge is made.</p> |
| <b>MINIMUM RENTAL CHARGES</b> | <p><b>Minimum rental charge</b></p> <p>12.3 The minimum charge You must pay for the rental of the Vehicle is an amount equivalent to:</p> <p>a. <b>Time:</b> one day's rental at the 'daily rate' shown on the Rental Document (subject to Clause 5.4 (Returning the Vehicle earlier than agreed)); and</p> <p>b. <b>Kilometres:</b> the amount payable for the number of kilometres driven during the Rental Period.</p> <p><b>Distance charge</b></p> <p>12.4 Distance charges including the number of kilometres driven are measured by the Vehicle's odometer.</p>  |

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| <p><b>PREMIUM LOCATION SURCHARGE</b></p>         | <p>12.5 Avis may charge you a premium for picking up the Vehicle from airport locations and selected premium off-airport locations (<b>Premium Location Surcharge</b>). The Premium Location Surcharge varies from location to location. Avis will inform You of any Premium Location Surcharge (including its cost) applicable to Your rental in advance at the time of booking and it will be as set out in Your Rental Document.</p>   |
| <p><b>PAYMENT DISPUTES</b></p>                   | <p>12.6 Avis will inform You in advance of all amounts payable to Avis under Clause 12.1 (Payments due at end of Rental Period). You may dispute these amounts by contacting customer.service@avis.co.nz within 5 working days of the notification being sent under this Clause 12.6 (<b>Notice Period</b>).</p> <p>12.7 Further to Clause 12.6, if an amount is payable under Clauses 12.1(c) or (e) above, Avis will not debit Your Account during the Notice Period. You authorise Avis to charge and debit from Your Account all amounts that remain undisputed at the end of the Notice Period payable to Avis under Clauses 12.1(c) or (e).</p>                           |
| <p><b>CREDIT OR DEBIT CARD AUTHORISATION</b></p> | <p>12.8 If You pay Your Rental Charges by credit or debit card, You acknowledge that it may take 7-10 working days for Your financial institution to release any amount which has been authorised by that institution at the request of Avis under Clause 12.1 (Payments due at end of Rental Period) which is in excess of Your Rental Charges.</p>  |
| <p><b>REFUNDS</b></p>                            | <p>12.9 Avis aims to pay, within 14 days after it becomes payable to You, any refund due to You by such method as Avis may reasonably choose.</p>   |
| <p><b>FAILURE TO PAY BY YOU</b></p>              | <p>12.10 If You fail to pay any amount under or in connection with the Rental Agreement within 14 days after the date by which You are required to pay the amount, You must also pay Avis and You authorise Avis to debit from Your Account Avis' Collection Costs from the date of demand.</p> <p><b>Our process for contacting You about an overdue payment</b></p> <p>12.11 Prior to exercising rights under Clause 12.10 above, Avis will attempt to call You on Your contact number recorded on the Avis system to discuss whether an alternative to the payment method listed on Your Account is required before referring the matter to third party debt collectors.</p> |

### 13. Termination

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| <p><b>WHEN CAN THE RENTAL AGREEMENT BE TERMINATED?</b></p> | <p>13.1 Either party may terminate the Rental Agreement at any time if the other party commits a breach of the Rental Agreement.</p> <p>13.2 Subject to Clauses 5.2 to 5.7 (Return of the Vehicle) and Clause 12.3 (Minimum rental charge), You may terminate the Rental Agreement at any time by returning the Vehicle to Avis.</p> <p>13.3 Avis may terminate the Rental Agreement if Avis is required by the police or other regulatory authority to take possession of the Vehicle from You.</p> |
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### 14. Property In Vehicle

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| <p><b>LIABILITY FOR PROPERTY WHICH IS LOST, STOLEN OR LEFT BEHIND IN THE VEHICLE</b></p> | <p>14.1 Avis or an Avis employee acting in the course of the employment of Avis is not liable to any person for any loss of, or damage to any property left in the Vehicle by You or anyone else.</p> |
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### 15. Dispute Resolution

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| <p><b>AVIS COMPLAINT PROCESS</b></p> | <p>15.1 Avis will use its best endeavours to respond to Your complaint within fifteen (15) working days after the date of receipt of the complaint, provided Avis has all necessary information and has been able to complete any investigation required.</p> <p>15.2 If Avis cannot respond within fifteen (15) working days, Avis will let You know as soon as reasonably practicable (and within fifteen (15) days after receiving Your complaint) of the estimated response date.</p> |
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|                           | <p>15.3 Your complaint will be reviewed by an Avis representative who:</p> <ul style="list-style-type: none"> <li>a. has appropriate experience, knowledge and authority; and</li> <li>b. is different from the person or persons whose decision is the subject of the complaint.</li> </ul> <p>15.4 Avis' response to the review of a customer's complaint will be in writing and will include:</p> <ul style="list-style-type: none"> <li>a. the final decision in relation to the complaint;</li> <li>b. the reasons for that decision; and</li> <li>c. the right to take the dispute to external dispute conciliation.</li> </ul>                                   |
| <b>COMPLAINT REFERRAL</b> | <p>15.5 If You do not accept the resolution of Your complaint through our internal dispute resolution process, You may refer the matter to the New Zealand Rental Vehicle Association.</p> <p>15.6 Avis will participate in the dispute resolution process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with You. Avis will comply with any directions made by the New Zealand Rental Vehicle Association for the conduct of the conciliation. Avis will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.</p> |

## 16. New Zealand Consumer Law

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| <b>YOUR RIGHTS UNDER NEW ZEALAND CONSUMER LAW</b> | <p>16.1 If You acquire any goods and services in New Zealand as a consumer under the New Zealand Consumer Law, these Terms and Conditions are subject to this Clause 16.</p> <p>16.2 Nothing in these Terms and Conditions applies where it would exclude, restrict or modify any right or remedy that You may have under the New Zealand Consumer Law if such right or remedy cannot lawfully be excluded, restricted or modified.</p> <p>16.3 Notwithstanding anything to the contrary in these Terms and Conditions, if You acquire goods (other than goods acquired for the purpose of resupply) or services from Avis as a consumer, they come with statutory guarantees under the New Zealand Consumer Law that are not excluded by any term of these Terms and Conditions.</p> |
| <b>YOUR RIGHTS: MAJOR FAILURES</b>                | <p>16.4 For major failures with the service, You are entitled:</p> <ul style="list-style-type: none"> <li>a. to cancel your service contract with us; and</li> <li>b. to a refund for the unused portion, or to compensation for its reduced value.</li> <li>c. You are also entitled to choose a refund or replacement for major failures with goods.</li> </ul>   |
| <b>YOUR RIGHTS: OTHER FAILURES</b>                | <p>16.5 If a failure with the goods or a service does not amount to a major failure, You are entitled to have it rectified in a reasonable time. If this is not done, You are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.</p> <p>16.6 You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.</p>  |

## 17. Governing Law and Jurisdiction

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| <b>GOVERNING LAW</b> | 17.1 The laws of New Zealand govern this Rental Agreement.  |
| <b>JURISDICTION</b>  | 17.2 You and Avis submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New Zealand and waive any right to claim that those courts are an inconvenient forum. |

## 18. Goods and Services Tax (GST)

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| <p><b>PRICES WHICH ARE EXCLUSIVE OF GST STATE THAT</b></p>                                   | <p>18.1 Prices provided in this Rental Agreement state whether they are exclusive of goods and services tax (<b>GST</b>) or inclusive of GST.</p>   |
| <p><b>GST PAYABLE IN ADDITION FOR ANY AMOUNT DISPLAYED WITHOUT GST WHERE GST APPLIES</b></p> | <p>18.2 If GST is payable in respect of a supply under applicable law in addition to a price displayed, then the recipient of the supply must pay to the supplier an amount (<b>GST Amount</b>) equal to the GST payable on the supply. The GST Amount is payable by the recipient in addition to and at the same time as any consideration for the supply.</p> |

## 19. Privacy

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| <p><b>CONSENT RELATING TO PERSONAL INFORMATION</b></p> | <p>19.1 Any Personal Information provided by You (whether Personal Information of You or another individual which You have the necessary consents to provide) may be collected, used and disclosed by Avis for the purposes contemplated by this Rental Agreement and Privacy Notice which is at <a href="https://www.avis.co.nz/en/privacy-policy">https://www.avis.co.nz/en/privacy-policy</a> which You agree that You consented to before you agreed to this Rental Agreement.</p> <p>19.2 You must not provide Avis with any Personal Information of another individual unless You first make them aware of the Privacy Notice and have their consent to Avis.</p> |
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# Annexure A: Privacy Notice

Welcome to the Privacy Notice of Avis Australia and Avis New Zealand within the Avis Budget Group, Inc. (we refer to these companies as "ABG," "we," "us," or "our" in this Privacy Notice). A full list of these companies and contact details is included below: see Data Controllers & Contact Details By Country.

Please take the time to read this Privacy Notice as it is important for you to know how we collect and use your personal information. By "personal information" we mean all information that relates to a living individual and either identifies, or may be used to identify, that individual.

The nature of our business and our services to you may require us to share information with our independent licensees. This Privacy Notice does not apply to Avis locations that are owned and operated by an independent licensee not owned nor controlled by ABG or any ABG affiliate or subsidiary except where independent licensees use separate third parties from time to time. If you have any questions or concerns regarding the use of your personal information by any independent location, please contact us at [DPO@abgroup.com.au](mailto:DPO@abgroup.com.au).

We may change portions of this Privacy Notice from time to time, so be sure to check back. If we make a change that significantly affects your rights or, to the extent we are permitted to do so, significantly changes how we use your personal information, we will notify you by way of a prominent posting on our websites, e-mail and/or postal mail prior to the change becoming effective.

## GETTING STARTED

ABG wants you to feel comfortable about giving us access to your personal information. Use this Privacy Notice to find out what happens to your personal information when you interact with ABG and what choices you have.

This Privacy Notice does not apply to our Independent Locations. Please review the privacy notices of our independent licensees for information on how they use personal information that you provide to them.

This Privacy Notice covers the personal information the ABG companies collect, use and disclose through your use of our products and services either online or offline.

ABG needs to collect personal information from you to rent a vehicle or provide our other services. We collect personal information when you give it to us, such as by telephone, fax, postal mail, email, at the counter, upon completion of an application or enrolment form or through your use of one of ABG's website or mobile Apps or the use of our products and services.

Please be aware that, in certain circumstances, where you do not provide personal information which is required by us, we will not be able to provide the products and services under our contract with you or may not be able to comply with a legal obligation on us. For example, when renting a vehicle with us we will require information such as your name, address, payment information and driver's licence. If you fail to provide this information to us we will be unable to rent a vehicle to you. You will be made aware if this situation arises and what the consequences of not providing the personal information will be.

Sometimes, we will combine the personal information we receive from you with other information we received from other sources so we can provide you a more customised and hassle-free experience or provide you with offers that are relevant to you. This information may include your name, contact information, travel itinerary, booking request and other information that is relevant to your booking or queries about bookings. These third parties include:

- Travel agents or a third-party booking service that you used to make your reservation or seek information about your travel needs;
- Your employer or association if you are using a corporate / association account;
- Our licensees and our affiliates, in order to create a Wizard account or if you are making a booking in one location served by our affiliates or licensees for rental services in another location served by us; and
- Police and other law enforcement agencies if you are involved in an accident during your rental, or suffer any loss, damage or theft of the vehicle, or if you incur any speeding, parking, toll or other traffic-related fines or commit any traffic offences during your rental.

The purposes for which we use this information is set out in further detail in the rest of this Privacy Notice. There are a number of bases in data protection law that permit us to use your personal information for these purposes. These are: (1) that you have provided your consent to us using your personal information for that purpose (e.g. where you have given us your consent to send you electronic marketing); (2) that we need to use that personal information in order to fulfil our contract to provide products or services to you (e.g. using your information for vehicle rentals or join our frequent renter programme); (3) that the processing is necessary for the purposes of our legitimate interests, provided we have balanced these against your rights and interests; and (4) where we need to comply with a legal obligation (e.g. responding to government or law enforcement information requests).

These legitimate interests are: (a) to ensure effective administration and management of your relationship with us, including any rentals with us; (b) to understand how our customers use our services and to manage our vehicle fleet; (c) to carry out research and analysis on what services or products customers want or how they would like us to improve our services and products; (d) to understand how our customers use our websites and Apps and identify any issues in how the websites and Apps are used and how we can improve the customers usage experience; (e) to tell our customers about the various products and services we can offer; (f) understand and respond to customer feedback; (g) to better tailor and personalise the promotions and benefits that we or others offer to our customers; (h) to prevent, detect, or investigate unauthorised use of our vehicles and systems and ensure we comply with law and our policies; and (i) manage any disputes and accidents and take legal or other professional advice.

We will collect technical information about your devices when you use our website and App where permitted. To learn about our online data collection, go to the Online Data section.

## RENTING A VEHICLE

When you make a reservation, rent a vehicle or join one of our programs such as a corporate programme or our preferred renter programme, we collect information to provide you with our great services (for example, renting a vehicle, including performing the vehicle rental contract as set out in our General Conditions of Rental, Location Specific Conditions and Rental Agreement, providing any requested optional extras, taking payment, pre-authorisations and security deposits and providing discounts and offers or other benefits) and for our legitimate business interests (for example research and development of new products and services, undertaking fraud and security checks and enforcing our legal rights). The information we collect includes:

- name;
- email address (if you are booking online or wish to receive e-receipts);
- home address (for licence validation and billing);
- employer details and business address (if you are a member of a corporate program);
- telephone numbers at which we can reach you;
- date of birth (for licence validation and legal requirements);
- gender (for licence validation);
- payment information such as your credit or debit card details (security code is obtained for transaction only – we do not keep it);
- tax number (if specifically requested);
- information from driver's licence and/or other government issued identification, including if you are an additional driver for the specific rental (for licence validation and legal requirements); .
- information from another form of identification documentation such as passport or national identity card if your driver's licence does not include a photo, is not in English or is not recognisable as you and/or proof of address such as a utility bill (for security and anti-fraud purposes). The information we collect and retain will only include your photo ID where you are informed of this;
- special discount codes, partner member numbers, association memberships, corporate rewards programs (if you request discounts, special privileges and loyalty programs); .
- special requests and preferences, including:
  - your preferences regarding optional extras such as damage waivers and other protections;
  - where a delivery or collection service is available, the address where we will drop off or pick-up the vehicle and any optional extras you requested; and
- other information that may be required to rent you a vehicle and/or provide you with services.

Some vehicles come equipped with a global positioning system (GPS) or similar type tracking device that may also collect information about the vehicle. To learn about vehicle data we collect, scroll down to read about Vehicle Data.

If you have an accident, or suffer any loss, theft or damage to the vehicle during your rental or suffer any mechanical failure, we will collect information regarding such incident including your report of the incident and any police or other third party report including details of those involved, together with the nature of any personal injuries and/or damage to the vehicle and optional extras. We will use this information to perform our contract with you (for example, the vehicle rental agreement and/or the terms of any optional extra like coverages); for our legitimate business interests (for example, in recovering the costs of any loss or damage caused to the vehicle); for complying with any legal obligation on us (for example, making any required notification of the incident to appropriate authorities); and establishing, exercising or defending legal claims arising as a result of such incident.

During your rental we will collect where and when you rented the vehicle, where and when you returned the vehicle, coverage preferences, fuel consumption, mileage, accident history and other information related to the vehicle and your use of it. This information is required in order to provide you with the services you requested under the rental contract or for our legitimate business interests (for example to monitor the usage of our vehicle fleet).

In addition to the purposes listed above, we use this information to better understand our customers and provide you with relevant offers.

We will also collect information about any speeding, parking, toll or other traffic-related fines that you incur or any traffic offences that you commit during your rental where these are provided to us by any law enforcement agency. We will use this information to deal with such fine or offence in accordance with the terms of your vehicle rental agreement with us.

Where you inform us that you have a medical disability that requires an adapted vehicle or other driver aid we will use that information in order to provide you with the service you requested and where you have given your explicit consent to us using that information.

When you call us (from any phone), we may record or monitor the call for quality control, training or similar purposes.

We will only use this information for the specific reason for which it is provided. If you believe that one of your contacts has provided us with your personal information and you would like to request that it be removed from our database, please contact our customer service at the details set out in the Data Controllers & Contact Details By Country section below.



## FREQUENT RENTER PROGRAMMES

If you decide to join our frequent renter programme such as Avis Preferred we will collect and retain your name, contact details, drivers licence details, and date of birth to create an account for you in accordance with the terms and conditions of the programme.

We will use this information, along with information relating to your historic and future rentals, to allow you to take the benefits of membership of the programme, including fast-track service at our rental counters, the ability to self-service elements of the rental through our App, and to provide you with further benefits to which you are entitled under the programme such as free upgrades and free rentals.

We also use this information to tailor the communications we may send to you and/or the promotions we may offer to you as a member of the programme from time to time.

We will also use this information for our internal analysis of how our customers use our services and to improve how we provide our services.

## COVERAGE PRODUCTS

If you have requested any of the products that we offer during your rental, we will pass your personal information to the insurer that is underwriting that product in connection with you entering into a contract with that insurer for that product. The name of the insurer will be made available to you when you are requesting the relevant product.

In the event that you make any claim under one of these products, your personal information relating to the claim will be provided to the insurer and any appointed claims handler. We do this to fulfil the terms of our agreement with you and to establish, exercise or defend any associated legal claims.

The use of your personal information by that insurer will be subject to the terms of that insurer's privacy notice.

## VEHICLE DATA

Some vehicles you rent from ABG have been manufactured or equipped with on-board devices so as to be connected to the internet (connected car) which allow us to send commands to and receive certain information from the vehicle, including geolocation data from a global positioning system (GPS). If you rent a connected car from us your personal information will be processed in accordance with this Notice and any applicable Connected Cars Privacy Addendum included in the General Conditions of Rental (or such other notice regarding connected cars as we may provide to you in the future).

## PHOTOS & VIDEO

ABG rental locations may be equipped with video security surveillance systems as well as cameras that may record as our vehicles depart/enter our lots and these cameras may take images or photos of you, authorised drivers and passengers.

We may take an image or photo of you and scan your drivers licence, passport or other identity document to confirm information you provided ABG.

## ONLINE DATA

When you download, visit and use our websites and/or Apps, ABG automatically collects technical information. This section tells you more about what technical information we collect and why we collect it.

**IP Addresses & other information collected automatically:** We may collect your IP address when you visit our websites to help us diagnose problems with our main computers, for system administration, to report aggregated information to our business partners, and to audit the use of our website. We do not normally link IP addresses to anything personally identifiable. In select circumstances, we may use IP addresses to help us identify you when we feel it is necessary to enforce compliance with our Website Terms and Conditions or to protect our service, site, users or others. We may also collect your browser type, Internet Service Provider (ISP), referring/exit pages, the files viewed on our site (e.g., HTML pages, graphics, etc.), operating system, date/time stamp, and/or clickstream data to analyse trends in the aggregate and administer the site or to provide you with relevant offers.

**Session Replay:** When you visit our website, we will sometimes also record information about your browsing session on the site, including which pages you visited and any forms on the website that you completed. We review this information to identify any technical issues in the operation of our sites and to improve the user interface of our sites. We use a third party to help us with this service and this information will be passed to that third party for this purpose but this information is not disclosed to any other third party.

**Cookies & other similar technologies:** We may send cookies (pieces of programming) to your computer when you visit our websites at [www.avis.co.nz](http://www.avis.co.nz) or [www.avis.com.au](http://www.avis.com.au). Cookies can be stored on your shared drive or other storage device (persistent cookies) or in memory (session cookies). Cookies enable us to enhance the web offerings to you and to optimise your online experience. We may, in some circumstances, collect your personal information with our cookies or match them to your identity. Persistent cookies identify pages accessed and provide personalised features, for example, choosing which page you would like to make your start page. They are used to help us develop the design and layout of the web site, improve applications, measure their effectiveness and to understand your personal preferences. Session cookies are used for security purposes as part of our customer identification process. These cookies allow you to be recognised once you have logged in and provide you with the confidential access to your rental records. We may also allow third parties (such as Google Analytics) to collect statistical data from our sites using their persistent cookies.



**Mobile Analytics:** When you download and use our Apps, we use mobile analytics software to help us better understand the functionality of our App on your mobile device. Our analytics may record how often you use the App, how you use the App, aggregated usage, performance data and where you downloaded the App from. To read more about how we use information for research please see the Analytics section.

**Mobile GPS and Push Notifications:** If you let us, when you use our Apps we may collect location markers using the GPS in your device. Knowing approximately where you are helps the App provide you better service, such as finding the nearest rental location near you. This also helps us send you push notifications or other communications based on your location (for example, nearby special offers) and for providing certain services such as arrival and return notifications, providing information about vehicle location, available upgrades, etc. We will only share this information with our mapping provider for the purpose of providing you our services. To ensure you receive proper notifications, we will need to collect certain information about your device such as operating system and user identification information. If you change your mind about sharing your location or receiving push notifications from the App, adjust the settings of your mobile device to turn off transmission of geolocation data or to stop transmission of push notifications at any time. Just remember if you do turn these features off, you will not receive information tailored to your location or special locations-based offers.

**ONLINE ADVERTISING**

ABG uses third-parties to provide online or electronic ads on our behalf and on behalf of our partners. These third parties use data about your visits to our websites and Apps usage to send you customised ads that may be of interest to you. This information is collected using cookies, scripts, pixel tags, etags, web beacons and other similar technologies by ABG and our third-party advertising partners in accordance with our Cookie Policy. Our third-party advertising partners may be located overseas and process data in countries including Singapore and the United States of America.

**MARKETING**

ABG may share personal information with third parties (as detailed in the Information Sharing section) to help us with marketing and promotional projects, such as managing our social media pages, running contests, sweepstakes and other promotions, or sending marketing communications.

We will only use your personal information to send you marketing where you have given us your consent to receive marketing or we are otherwise permitted by applicable law to do so. This marketing will be sent to you either electronically or to your postal address.

Don't want to receive promotional and marketing post, emails and text messages from ABG and our partners? No problem! You can withdraw your consent to direct marketing or tell us you do not want to receive such marketing at any time. See the Your Choices section to find out how.

**ANALYTICS**

We use analytic software, such as Adobe Analytics, Google Analytics and others, to help us to better understand the functionality of our software on our websites and Apps on your device. These software tools record technical information including about your device together with usage information such as how often you use our website or App, which features you use or don't use in the website App or which pages you visit on the website, aggregated usage, performance data, where the App was downloaded from and information about your visit to the site, including details of some of the URL clickstream to, through and from our website. Further information about these tools is set out in our Cookie Policy.

Want to learn about all what happens when you visit our websites or use our Apps? Learn more under the Online Data section.

**CHILDREN**

ABG's websites, Apps and services are not for children under the age of 16. This includes any links to other websites that we provide for your convenience. We don't knowingly collect personal information from children for any reason. If you think ABG has received personal information of your child or another minor, please contact our Data Protection Officer at the address set out in the Data Controllers & Contact Details By Country section.

**INFORMATION SHARING**

ABG may use and share your personal information and vehicle data to affiliated and non-affiliated organisations as follows:

| Third party recipient  | Purpose of disclosure   | Legal Basis for Processing   |
|--|---|--|
| Independent licensees / franchisees and network providers in order to perform our contract with you and to understand how you use our services and to improve our business | <ul style="list-style-type: none"> <li>• Make and confirm your rental reservation;</li> <li>• Provide our rewards program and update partner points and rewards;</li> <li>• Connect with your corporate and commercial accounts;</li> <li>• Assist with navigation assistance or itinerary planning;</li> <li>• Provide customer assistance;</li> </ul> | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate Interests;</li> <li>• Legal obligation;</li> <li>• Consent; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |

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|  | <ul style="list-style-type: none"> <li>• Resolve toll, traffic or parking violations;</li> <li>• Processing any claims relating to accidents and/or injuries;</li> <li>• Providing roadside assistance services;</li> <li>• To protect or defend the rights or well-being of us, our employees, customers or others;</li> <li>• Verify safe driver criteria for qualified drivers.</li> </ul>             |   |
| Travel agents in order to perform our contract with you when you use a travel agent and to understand how you use our services and to improve our business                       | <ul style="list-style-type: none"> <li>• Make and confirm your rental reservation;</li> <li>• Process payments and refunds;</li> <li>• Assist with navigation assistance or itinerary planning;</li> <li>• Provide customer assistance;</li> <li>• Providing roadside assistance services;</li> <li>• To protect or defend the rights or well-being of us, our employees, customers or others.</li> </ul> | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate Interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |
| Your employer or organisation in order to provide you with benefits of a corporate or association program and to understand how you use our services and to improve our business | <ul style="list-style-type: none"> <li>• Verify drivers licences or other government identification.</li> <li>• Verify eligibility to use designated account and discount codes;</li> <li>• Connect with your corporate and commercial accounts.</li> </ul>   | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |
| Brokers in order to perform our contract with you when you book a rental through their service and to protect our business from fraud and bad debts                              | <ul style="list-style-type: none"> <li>• Make and confirm your rental reservation;</li> <li>• Process payments and refunds;</li> <li>• Provide customer assistance;</li> <li>• Handle debt collection;</li> <li>• Fraud check.</li> </ul>   | <ul style="list-style-type: none"> <li>• Legitimate Interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul>                                     |
| Booking engines in order to perform our contract with you when you use a booking engine and to understand how you use our services and to improve our business                   | <ul style="list-style-type: none"> <li>• Make and confirm your rental reservation.</li> <li>• Verify eligibility to use designated account and discount codes;</li> <li>• Process payments and refunds;</li> <li>• To protect or defend the rights or well-being of us, our employees, customers or others.</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate Interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |
| Credit card issuers in order to obtain payment from you  | <ul style="list-style-type: none"> <li>• Process payments and refunds;</li> <li>• Fraud check;</li> <li>• Handle debt collection.</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate Interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |
| Corporate account manager in order to provide you with benefits of a corporate or association program and to understand how you use our services and to improve our business     | If you are renting with a corporate, membership or other similar commercial entity account, we may share personal information with the organisation that manages the account for their own purposes. We recommend you review their privacy policy to learn more about their privacy practices.  | <ul style="list-style-type: none"> <li>• Performance of Contract;</li> <li>• Legitimate interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |
| Marketing agent in order to provide you with benefits of a corporate or association program and to understand how you use our services and to improve our business               | <ul style="list-style-type: none"> <li>• Provide our rewards program and update partner points and rewards;</li> <li>• To protect or defend the rights or well-being of us, our employees, customers or others.</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of Contract; Legitimate Interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul>            |

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| <p>IT service providers including IT platform providers and website analytics service providers in order to perform our contract with you and to understand how you use our services and to improve our business</p> | <ul style="list-style-type: none"> <li>• Support our IT systems and infrastructure;</li> <li>• Provide maintenance services for our IT systems and infrastructure;</li> <li>• Provision of data hosting and other data processing services;</li> <li>• Provide analytics services relating to your use of our website to identify any technical or user interface issues and/or improvements in connection with the website</li> </ul>  | <ul style="list-style-type: none"> <li>• Legitimate interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul>                                     |
| <p>Government, regulatory and law enforcement agencies in order to meet our legal obligations</p>  | <ul style="list-style-type: none"> <li>• To verify your driver's licence and ensure you meet our safe driver criteria;</li> <li>• As requested by these agencies if the disclosure is required or permitted by law;</li> <li>• To take action regarding illegal activities, traffic offences or violations of terms of service;</li> <li>• If we have a good faith belief that there is an emergency that poses a threat to the safety of you or another person; and</li> <li>• As otherwise required or permitted by law.</li> </ul> | <ul style="list-style-type: none"> <li>• Legal requirement;</li> <li>• Legitimate interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul>       |
| <p>Insurance companies and claims handlers in respect of any product or coverages you purchase in connection with your rental</p>  | <ul style="list-style-type: none"> <li>• Provide and service the product or coverages you have requested;</li> <li>• Manage any claims that may be made under the relevant insurance policy</li> </ul>  | <ul style="list-style-type: none"> <li>• Performance of contract;</li> <li>• Legitimate interests; or</li> <li>• Avis may disclose personal information for other purposes permitted under the Australian or New Zealand Privacy Principles.</li> </ul> |

We may also transfer or assign your personal information to third parties as a result of, or in connection with a sale, merger, consolidation, change in control, transfer of assets, bankruptcy, reorganisation, or liquidation. Or if we are involved in defending a legal claim, information about you that is relevant to such claim may be disclosed to third parties as a result of, or in connection with, associated legal proceedings.

We may, in accordance with the Marketing section, share your information with business and promotional partners (where you have provided your consent to such information sharing) in order to send you information about products and services you may like. If you decide you no longer want to receive such promotional and marketing messages, please read the Your Choices section to find out how you can opt-out.

## YOUR CHOICES

If you want to opt out of receiving promotional and marketing emails, text messages, post and other forms of communications from ABG or our promotional partners in relation to which you might receive in accordance with the Marketing section, you can best opt out by using one of the following ways:

- Log into your account and update your profile.
- Click "unsubscribe" at the bottom of an email we sent you.
- Go to our Data Controllers & Contact Details By Country section to email the customer service representative suited for you.

To stop receiving promotional text messages:

If you do opt out of receiving promotional and marketing messages, we can still contact you regarding our business relationship with you, such as account status and activity updates, survey requests in respect of products and services we have provided to you after you rent from us, reservation confirmations or respond to your inquiries or complaints, and similar communications.

Want to close your account, stop doing business with ABG, or otherwise opt out of ABG collecting, using or disclosing your personal information? We will be sorry to see you go. Please contact our customer service representatives in accordance with the Data Controllers & Contact Details By Country section.

Please also see your rights set out in Your Privacy Rights section.

## SAFEGUARDS

The security of your personal information is important to us. We take reasonable steps to make sure your information is protected from unauthorised use, access, disclosure, alteration, destruction or loss. For financial or payment information, we use firewalls and Transport Layer Security (TLS) encryption. We take security extremely seriously but as no system is 100% secure, we can't completely guarantee the protection of your personal information, any more than any other organisation can.

We do not ask for financial or payment information, such as your credit card number, passcode, account number or pin number, in an e-mail, text or any other communication that we send to you. Please always check that any website on which you are asked for financial or payment information in relation to our rentals or services is operated by ABG or its affiliates. If you do receive a

suspicious request, do not provide your information and report it by contacting one of our customer service representatives as set out in the Data Controllers & Contact Details By Country section.

You are responsible for keeping your account passcode, membership numbers and pin numbers safe and secure. Don't share those with anyone. If there is an unauthorised use or any other breach of security involving your information, you must notify us at the customer service contact information below as soon as possible.

## INFORMATION RETENTION

ABG keeps your personal information for no longer than is reasonably necessary or required by law. How long we keep it depends very much on the type of information and purpose.

The criteria we use to determine the retention period for certain categories of data is as follows:

- the length of time that you are a member of our frequent renter programme or any other loyalty scheme that we operate or a member of any corporate programme;
- how frequently you rent with us or when you most recent rental occurred;
- whether there are contractual or legal obligations that exist that require us to retain the data for period of time;
- whether there is any ongoing legal claim that relates to any rental you have made with us, or that is otherwise related to your relationship with us;
- whether any applicable law, statute, or regulation allows for a specific retention period;
- whether the personal information is considered to be a special category of personal information, in which case a shorter retention period generally would be applied; and
- what the expectation for retention was at the time the data was provided to us.

## INTERNATIONAL TRANSFERS

### Rentals

As we offer the ability to rent vehicles and benefit from our services in many locations globally, we will transfer your personal information to our affiliates, independent licensees and travel agents in these locations for the purposes of fulfilling your rental request and/or entering into a rental agreement or providing you with services and other offers. The exact location of where your personal information will be transferred depends on the location of your rental. A list of these locations on our website at:

<http://www.avis.com.au/en/locations/all-au-locations>

<https://www.avis.co.nz/en/locations/new-zealand>

Many of the countries to which your personal information may be transferred for these purposes that are located outside Australia or New Zealand do not benefit from an adequacy decision issued by the EU Commission regarding protection afforded to personal information in that country. Details of these specific countries can be found here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en).

These transfers are made either as they are necessary for the performance of a contract to which you will be a party, or for pre-contractual measures. Alternatively, adequacy of data protection is ensured by standard data protection clauses that we have in place with the relevant recipient. A copy of these standard data protection clauses may be requested via our Data Protection Officer at the address set out in the Data Controllers & Contact Details.

### Business Operations

In addition, the information we collect from you may be transferred to, and stored by, IT vendors who operate on our behalf. In particular, these include our booking engine hosting provider that is located in the United States. We also transfer information to a number of providers of business application – such as CRM and marketing applications – as well marketing service providers. These providers are primarily located in the United States.

Adequacy of data protection is instead ensured by standard data protection clauses we have in place with that third party. A copy may be requested via our Data Protection Officer at the address set out in the Data Controllers & Contact Details.

Given the global nature of our business, we also transfer information within the group companies of Avis Budget Group, Inc as for certain activities the group uses shared IT functions. Transfers from within Australia or New Zealand for these purposes are primarily made to the United States, although transfers may be made to other countries as well. Adequacy of data protection is instead ensured by standard data protection clauses we have in place with the recipient. A copy may be requested via our Data Protection Officer at the address set out in the Data Controllers & Contact Details.

## YOUR PRIVACY RIGHTS

You may have – in accordance with applicable data protection laws – the following rights when it comes to our handling of your personal information:

- **Right of access** – you may have the right to request a copy of the personal information we have about you and to request supporting information explaining how the personal information is used.
- **Right of rectification** – you may have the right to request that we rectify inaccurate personal information about you.
- **Right to withdraw consent** – where we process your personal information based on consent (including direct marketing consents), you have the right to withdraw consent at any time. However, this will not affect the lawfulness of the processing based on consent before its withdrawal. Furthermore, even in case of a withdrawal we may continue to use your personal information as permitted or required by law.

**Right to complain:**

If you feel that we have not respected your privacy or that we have conducted ourselves inconsistently with this Privacy Notice, please contact our Data Protection Officer in any of the ways set out in the Data Controllers and Contact Details by Country section and advise us as soon as possible. We will investigate your queries and privacy complaints within a reasonable period of time depending on the complexity of the complaint.

It would assist us to respond to your complaint promptly if it is made in writing. Please detail information relevant to your complaint.

**WE WILL NOTIFY YOU OF THE OUTCOME OF OUR INVESTIGATION.**

**DATA CONTROLLERS AND CONTACT DETAILS BY COUNTRY**

If you are making a rental or visiting a local country version of our websites or mobile sites in the following countries, the data controller is listed in the table below.

You can also contact our Data Protection Officer in respect of any issues or questions you have regarding our processing of your personal information. They act as the Data Protection Officer in respect of all of the data controllers listed below and can be contacted at:

By mail: Data Privacy Officer, PO Box 204 Mascot NSW 1460

By telephone: 02 9353 9033

By email: [DPO@abgroup.com.au](mailto:DPO@abgroup.com.au)

| COUNTRY     | DATA CONTROLLER         | CONTACT INFORMATION  |
|-------------|-------------------------|--|
| Australia   | W.T.H. Pty Limited      | Avis Budget Group, Tower A, Level 7, 197-201 Coward Street, Mascot NSW 2020 ABN 15 000 165 855                     |
| New Zealand | Avis Rent A Car Limited | Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland, 1051, New Zealand NZBN 9429040195810 |

**INDEPENDENT LOCATIONS**

Did you know that many of our locations are independently owned and operated? Each of these locations collects, uses and discloses personal information for its own purposes. ABG does not control the independent licensee's or franchisee's use of this personal information. Please ask to review the privacy notice for that location.

When you are dealing with an independent location, the licensee or franchisee is responsible for collecting and processing payment and may engage in its own email campaigns and other forms of marketing to you. ABG is not responsible for the compliance of the independent location with privacy laws. However, if you believe the independent location is violating privacy laws, you may report this to ABG's Data Protection Officer at [DPO@abgroup.com.au](mailto:DPO@abgroup.com.au).

**KEY CONTACTS**

Want to talk to us? Check the list below to find out the best way to reach us. When you contact us, we may take steps to verify your identity for security purposes.

| I WANT TO...                             | HOW TO REACH US  |
|--|--|
| Contact Customer Service Avis and Budget | Please check the website for your country for contact details. |

## Annexure B: Pricing Schedule

| FEE   | RATE INCLUDING GST   | CLAUSE     |
|---|--|------------|
| Late Return Fee                                   | \$46.00 per day, in addition to the applicable daily rental rate for each day or part thereof that the return is delayed | 5.3        |
| One Way Fee                                       | A predetermined fee that appears on Your Rental Document or \$2.30 per kilometre   | 5.2        |
| Card Surcharge                                    | 2.2% Visa, MasterCard 3.1% American Express  | 12.1 (d)   |
| Collection Costs                                  | \$86.25 plus 10% per annum interest on outstanding rental charges  | 12.10      |
| Recovery Costs                                    | Determined by type of recovery   | 10.5       |
| Roadside Callout Fee                              | Determined by type of callout. Minimum by type of callout. Minimum \$235.75 per callout                                  | 4.6        |
| Professional Cleaning Charge                      | \$28.75 administrative fee plus the cost of professional cleaning arranged by Avis                                       | 4.9        |
| Electric Vehicle Recharge Fee between 10% and 77% | \$34.50 where Electric Vehicle is returned with less than 77% charge but more than 10%                                   | Annexure C |
| Electric Vehicle Recharge Fee under 10%           | \$69.00 where Electric Vehicle is returned with less than 10% charge   | Annexure C |
| Additional Driver Fee                             | \$5.75 per day, maximum \$28.75 per rental for each Additional Driver  | 2.2        |
| Fuel Service fee                                  | As set out in Rental Document or Rental Agreement  | 6          |
| Premium Location Surcharge                        | As set out in Rental Document or Rental Agreement  | 12.5       |
| Minimum Rental Charge                             | As set out in Rental Document or Rental Agreement  | 12.3       |
| Per Day Loss of Revenue Fee                       | As set out in Rental Document or Rental Agreement  | 5.9        |

### Notes:

- All rental charges and recovery charges, including Excess amount and Loss Damage Waiver are as specified on Your Rental Document.
- Except for Card Fees and Premium Location Surcharges, amounts in this Annexure B are inclusive of GST and Administrative fees.
- Additional charges may apply under the Pay Now Terms and Conditions set out at Annexure D. Please refer to that Annexure for fees and charges associated with Pay Now bookings.

## Annexure C: Electric Vehicle Terms and Conditions

### WARNING

- **Battery exhaustion may cause irreparable damage to the battery of an Electric Vehicle – You will be held responsible for the costs of replacing batteries caused by battery exhaustion**
- **Electric Vehicles cannot be driven through an automatic car wash**
- **Electric Vehicles cannot be driven using the 'automatic driver' function of the Vehicle**

If you rent an Electric Vehicle from Avis, You and any Authorised Driver acknowledge and agree to adhere to the following terms and conditions during the rental period:

- a. The daily rental rates of the Vehicle do not include the cost of electricity required to charge an Electric Vehicle. Avis will provide Electric Vehicles with at least 77% charge and Avis requires You to return the Vehicle with the same or greater charge level.
- b. Where:
  - i. an Electric Vehicle is returned with less than 77% but more than 10% battery power, an Electric Vehicle Recharge Fee (as set out in Annexure B – Pricing Schedule) will be charged to You; and
  - ii. an Electric Vehicle is returned with 10% or less battery power, a higher Electric Vehicle Recharge Fee (as set out in Annexure B – Pricing Schedule) will be charged to You; and
  - iii. the Vehicle is returned with insufficient battery power to drive it to the closest charging station and requires towing by Avis, all costs incurred by Avis related to charging the Vehicle (such as towing costs) will be charged to You.
- c. You will not be charged an Electric Vehicle Recharge Fee if You return the Vehicle with more than 77% battery power.
- d. All references to Fuel Service fee in your Rental Agreement do not apply to these Electric Vehicle Terms and Conditions.
- e. Our Electric Vehicles are provided to You with charging cables, which must be returned with the Vehicle at the end of the Rental Period. If Charging Cables are not returned, or if they are damaged, You will be charged the replacement cost of the cables.
- f. Any damage to an Electric Vehicle's battery which Avis has reasonable grounds to believe is due to battery exhaustion or careless driving during the Rental Period including, without limitation, zero battery power, driving over gutters, curbs or driving along poor-quality roads at excessive speeds, is not covered by any Loss Damage Waiver, Excess Reduction or Zero Excess arrangements. All reasonable costs associated with repairing or replacing this damage will be Your responsibility.
- g. You must not drive the Electric Vehicle through an automatic car wash. Damage that occurs from driving a Vehicle through an automatic car wash is not covered by any Loss Damage Waiver, Excess Reduction or Zero Excess arrangements. All reasonable costs associated with damage to the Vehicle which Avis has reasonable grounds to believe was caused by an automatic car wash will be Your responsibility.
- h. If You choose to sign into any application within the Vehicle infotainment system You acknowledge that by doing so, You are signing into Your own entertainment accounts (such as Netflix, Stan, Kayo, Apple Music or Spotify). Therefore, signing out of Your accounts and the system at the end of Your Rental Period is Your responsibility and Avis will not be responsible for any future usage of Your Account where Your details have not been removed from the infotainment system by You.
- i. You may be able to access publicly available Tesla superchargers to recharge Tesla vehicles. Any Tesla supercharger use is billed back to Avis and You are responsible for these costs. Avis will on-charge these costs plus a reasonable and actually incurred administration fee on receipt of an invoice from Tesla. These charges may be billed to Your original method of payment up to thirty (30) days after You return the Vehicle.
- j. You must comply with all Manufacturer's Specifications.
- k. You acknowledge and agree that our Electric Vehicles may be fitted with electronic devices where driver monitoring is enabled, including battery levels, distance, speed, vehicle location data (including the longitude and latitude and direction of travel), vehicle damage detection data, vehicle diagnostic information (such as advice that the engine warning light has activated) breaking, acceleration and cornering data.



# Annexure D: Pay Now Terms and Conditions

## 1. Booking Conditions

|   |   |
|---|---|
| <b>RENTAL AGREEMENT</b>   | 1.1 These Pay Now Terms and Conditions supplement and form part of the Rental Agreement and the terms and conditions for the Loyalty Program.   |
| <b>RENTAL QUALIFICATION RULES</b>                                 | 1.2 At time of pick-up of the Vehicle, location specific rental qualification rules may apply to Your rental. For more information visit: <a href="https://www.avis.co.nz/en/rental-qualification-policy">https://www.avis.co.nz/en/rental-qualification-policy</a>   |
| <b>BOOKING DETAILS MUST MATCH DETAILS PRESENTED AT COLLECTION</b> | <p>1.3 The name of the Authorised Driver set out in the booking documentation must match the name of the person collecting the Vehicle. This can be validated by Your driver licence or credit/debit card.</p> <p>1.4 The credit or debit card used for the Pay Now Booking must be presented at the time of collection of the Vehicle.</p> <p><b>What happens if the details do not match?</b></p> <p>1.5 If the name on the driver licence and credit/debit card presented to Avis at the time of collection do not match the name on the booking, this may be deemed by Avis as a non-permissible change to Your Pay Now Booking and Avis may cancel and ask You whether You would like to re-book a booking at the current daily rate. If Avis cancels the booking for this reason, You may be required to pay the applicable cancellation fees set out in the Pricing Schedule (see Clauses 4.4 to 4.6 of these Pay Now Terms and Conditions (Cancelling Your Booking or failing to collect the Vehicle) for more information.</p> |

## 2. Additional Charges

|                           |  |
|---------------------------|--|
| <b>PAYMENT FOR EXTRAS</b> | <p>2.1 Not all optional extras are capable of being pre-paid.</p> <p>2.2 Any optional extras that have been pre-booked but cannot be or are not pre-paid must be paid for on pick-up of the Vehicle.</p>   |
| <b>ADDITIONAL CHARGES</b> | 2.3 As set out in Clause 12 (Payments due at end of Rental Period) of the Terms and Conditions, additional charges may apply at the end of the Rental Period. Avis will not apply Your pre-paid daily car rates which are discounted from our usual standard rates as the rates for non-pre-paid additional charges. Unless Avis otherwise agrees, rates for non-pre-paid Rental Periods or optional extras will be at our usual current standard rates.   |
| <b>PRE-AUTHORISATION</b>  | <p>2.4 At the time of collecting the Vehicle, a Pre-authorisation will be processed by Avis on Your Account for the amount of \$200.00 per rental, in the case of any additional charges payable. <b>This is in addition to any ancillary products that You purchase from Avis at the time of collection.</b></p> <p>2.5 Non-pre-paid charges for Pay Now Bookings will be processed after the completion of Your rental and, if any, the unused portion of the Pre-authorisation amount will be released. An electronic message to Your bank will be sent on the day you return the Vehicle requesting the release of any excess holding amounts under the Pre-authorisation. The time it takes for this to be reflected on your statement may vary depending on your bank.</p> |

## 3. Changing Your Booking

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|--|--|
| <b>CHANGE BOOKING BEFORE PICK-UP DAY</b> | <p>3.1 You may change your booking (whether a 'Pay Now' or 'Pay at Location' booking) any time before the day You are due to pick up the Vehicle by calling reservations on 0800 655 111 or managing Your booking online at <a href="http://www.avis.co.nz">www.avis.co.nz</a> (if available). You may be able to change Your booking on the pick-up day, but You will need to first contact reservations and obtain Avis' confirmation and Avis will let you know if any additional charges apply for that change.</p> <p>3.2 If Avis and You agree to the change and any additional changes that may apply, then Avis will send You a revised booking confirmation email confirming Your</p> |
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|---------------------|--|
|                     | <p>new booking details and new amount to be paid to Your email address recorded on the Avis system.</p> <p>3.3 You should retain your reservation confirmation number as it is necessary to evidence any modifications and what is agreed.</p>   |
| <b>EARLY RETURN</b> | <p>3.4 If You return the Vehicle before the return date of the Pre-Agreed Rental Period, You will not be refunded any portion of your pre-paid charges. This does not detract from your rights as a consumer under applicable consumer protection legislation, including the New Zealand Consumer Law.</p> |

## 4. Cancelling Your booking or failing to collect the Vehicle

|   |  |
|---|--|
| <b>CANCEL BOOKING BEFORE PICK-UP DAY</b>  | <p>4.1 You may cancel your Pay Now booking at any time before the day You are due to pick up Your vehicle by calling reservations on 0800 655 111 or managing Your booking online at <a href="http://www.avis.co.nz">www.avis.co.nz</a></p> <p>4.2 Depending on when You cancel, You will be charged a cancellation fee or no-show fee (see below). If the value of the booking is less than the cancellation fee, you will not be charged any further amount and will not be entitled to any refund.</p> <p>4.3 You should retain your reservation confirmation number, as it is necessary for evidence any cancellations and what is agreed. Modifications or cancellations to your Pay Now Booking must be made on <a href="http://www.avis.co.nz">www.avis.co.nz</a> or by calling reservations on 0800 655 111.</p> |
| <b>CANCELLATION AT LEAST 24 HOURS PRIOR TO SCHEDULED PICK-UP TIME</b>                     | <p>4.4 If You cancel Your booking at least 24 hours prior to its scheduled pick-up time, Your Pay Now Booking prepaid charges will be refunded less a cancellation fee of up to \$86.25 (inclusive GST).</p>   |
| <b>CANCELLATION AFTER 24 HOURS PRIOR TO SCHEDULED PICK-UP TIME</b>                        | <p>4.5 If You cancel Your booking within 24 hours prior to its scheduled pick-up time, Your Pay Now Booking prepaid charges will be refunded less a cancellation fee of up to \$172.50 (inclusive GST).</p>  |
| <b>YOU FAIL TO CANCEL YOUR BOOKING OR YOU DO NOT PICK UP THE VEHICLE ON SCHEDULED DAY</b> | <p>4.6 If You fail to cancel Your booking prior to the pick-up time or do not collect the Vehicle on the pick-up date, a no show fee of the entire amount paid in advance by You will be forfeited.</p>  |
| <b>REFUND REQUESTS</b>  | <p>4.7 All requests for refunds of charges paid by You must be submitted within 90 days after the scheduled rental pick-up date for the booking. No refunds will be granted after this 90-day period. This Clause 4.7 does not detract from Your rights as a consumer under applicable consumer protection legislation, including the New Zealand Consumer Law.</p>  |

## 5. Payment Methods

|  |  |
|--|--|
| <b>ONLINE PAYMENT</b>  | <p>5.1 Payments for Pay Now Bookings must be made using the online payment options provided at <a href="http://www.avis.co.nz">www.avis.co.nz</a>. However, some locations may not accept all credit card types. Credit card transaction fees may apply.</p>   |
| <b>DEBIT CARDS</b>   | <p>5.2 Debit cards are not accepted at some Avis locations for pre-paid charges and are not a recommended form of payment for Pay Now Bookings.</p>  |
| <b>PAYMENT OF ADDITIONAL CHARGES AT END OF RENTAL PERIOD</b> | <p>5.3 Debit cards or cash may be used at the end of the Rental Period for a Pay Now Booking for payment of any applicable additional charges.</p>   |
| <b>COUPONS, VOUCHERS AND GIFT CARDS</b>                      | <p>5.4 Avis coupons may be applied and used to offset charges for Pay Now Booking rentals.</p> <p>5.5 Vouchers or Avis rental certificates cannot be used to offset charges for any Pay Now Booking.</p> <p>5.6 Any Avis or other gift card cannot be used to offset charges for Pay Now Bookings.</p> |

## 6. Rates

|  |   |
|--|---|
| <p><b>CHANGES TO YOUR RENTAL MAY RESULT IN A CHANGE IN CHARGES</b></p> | <p>6.1 Your rental rate charges are based on the exact parameters (locations, dates, etc.) of Your particular rental. Any change to your confirmed booking may result in different rates and charges being charged.</p> <p>6.2 Your total rental charges are calculated based on the information provided at time of booking.</p> |
|--|---|

## 7. Rental Requirements

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| <p><b>RESERVATION NUMBER OR BOOKING CONFIRMATION EMAIL</b></p>                       | <p>7.1 You must quote Your reservation number or bring Your booking confirmation email with You when collecting Your Vehicle. This will help the location verify You and Your booking and find Your details so You can get on Your way as quickly as possible.</p>  |
| <p><b>CHECKS AVIS WILL CONDUCT BEFORE YOU ARE PERMITTED TO DRIVE THE VEHICLE</b></p> | <p>7.2 Avis may refuse to allow You or any Additional Driver to drive the Vehicle who:</p> <ul style="list-style-type: none"> <li>a. does not hold a valid and current driver licence for the entire Rental Period;</li> <li>b. has not brought an international driving permit or official translation (if applicable);</li> <li>c. is not fully licensed or who has not held their driver licence for the minimum period required by the rental location;</li> <li>d. has driving-related convictions; or</li> <li>e. who does not meet our reasonable identity, security, driving licence or credit checks.</li> <li>f. Avis may refuse to rent the Vehicle to You and cancel the booking if Avis has reasonable grounds to believe You or any Additional Driver fail any of the checks in Clause 7.2 above. You will not be entitled to any refund of prepaid</li> <li>g. charges if the booking is cancelled because of Your failure to meet these eligibility requirements. This does not detract from your rights as a consumer under applicable consumer protection legislation, including the New Zealand Consumer Law.</li> </ul> |

## Annexure E: Where You Cannot Drive the Vehicle

**YOU CANNOT DRIVE THE VEHICLE AS FOLLOWS:**

- i. Skipper's Canyon (Queenstown)
- ii. Ninety Mile Beach (North Land)