

# JUCY NEW ZEALAND CAR & CAMPER TERMS AND CONDITIONS



VALID FROM 27 AUGUST 2020.

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

## 1. RATES, AMENDMENTS AND CANCELLATION CONDITIONS:

- A)** The term of hire and return location is listed on the Agreement. You must comply with this. There are no refunds for early returns.
- B)** Additional products are subject to availability at the time of pick up and are not guaranteed: these include GPS/HotSpot devices, baby seats, roof racks, snow chains, picnic tables and chairs.
- C)** JUCY will not make changes to rates or conditions once Your hire has been confirmed unless You request an amendment or change and You will be advised of any changes at that time.
- D)** If the Hirer requests to voluntarily downgrade their Vehicle type from the reserved category of Vehicle, the Hirer will not be entitled to any refund from JUCY.
- E)** All amendments or changes (including extensions of hire) are subject to availability and approval from JUCY. You must request these changes 48hrs in advance to JUCY. Note a credit card admin fee applies to all payments and this will not be refunded.
- F)** A 20% deposit is required at the time of booking and/or following any amendment in order to receive a Confirmation.
- G)** Cancellation policy:

For bookings made on or before **26 AUGUST 2020**:

- i)** If the booking is cancelled up to 22 days before the pickup date, a full refund of the deposit will be made (not including any credit card administration fee).
- ii)** If the booking is cancelled between 1 – 21 days before the pickup date, 20% deposit is non-refundable and the remainder of hire fees (if any paid) will be refunded less any credit card fee.
- iii)** If the booking is cancelled within 24 hours of departure or the Hirer does not collect the Vehicle from the Collection Point, then 100% of the gross rental is chargeable.
- iv)** If you change the pick-up date within the cancellation timeframes in (i) and (ii) above and then You cancel the amended booking; the original cancellation fee will apply.

For bookings made on or after **27 AUGUST 2020**:

- v)** If the booking is cancelled up to 7 days before the pickup date, then you will receive a full refund of the deposit and any transaction value (not including any credit card administration fee).
- vi)** If the booking is cancelled between 1 – 6 days before the pickup date, then you will receive a 100% credit towards a future booking or 50% of the booking value is chargeable as a cancellation fee and the remainder of hire fees (if any paid) will be refunded less any credit card fees.
- vii)** If the booking is cancelled within 24 hours of departure or the hirer does not collect the vehicle from the JUCY branch, then 100% of the booking value is chargeable.
- viii)** If you change the pick-up date within the cancellation timeframes in (v) and (vi) above and then you cancel the amended booking; the original cancellation fee will apply.

## 2. PEOPLE WHO MAY DRIVE THE VEHICLE

**A)** Only the people listed on the Agreement as Authorised Drivers may drive the vehicle. These Authorised Drivers must also: be over 18 years old; comply with this Agreement; and comply with the terms of their drivers licence; and also hold a valid driver's licence appropriate for the vehicle.

Accepted drivers licences are:

- (i)** NZ restricted drivers licence;  
**(ii)** Australian green P licence; OR  
**(iii)** a full NZ licence or full overseas driving licence that is suitable for the class of vehicle.

**B)** If Your licence is not in English the NZTA requires You to have an English translation of the whole licence including any conditions. The original licence and the translation must be shown to JUCY when collecting the vehicle. This translation must be done by an NZTA approved translation service, diplomatic representative at a high commission, embassy or consulate or authority that issued the licence.

**C)** If You would like to add extra Authorised Drivers You must visit the nearest JUCY customer centre to have their licence checked by a JUCY staff member and the additional driver added to the Agreement.

## 3. YOUR OBLIGATIONS

**A)** You must take all reasonable care when driving and parking the vehicle including locking it when not in use as, subject to clause 6, You are liable to JUCY for any loss of, or damage to the vehicle (including spare parts and accessories) arising during the hire excluding fair wear and tear. You are also responsible for any consequential damage or loss or costs including salvage costs, loss of ability to re-hire and loss of revenue and any loss of, or damage to vehicle and property of third parties arising during the hire.

**B)** If a warning light is illuminated or if You think the vehicle needs mechanical attention You must stop driving and contact JUCY immediately.

**C)** You must return the vehicle:

- (i)** clean (with any toilet cassette and grey water tank emptied);  
**(ii)** with a full tank of fuel and a full gas canister (if one was supplied with the vehicle).

**D)** It is Your responsibility to maintain the oil, water and tyres at the proper level/pressure.

**E)** Smoking and animals are not allowed in the vehicle at any time (apart from registered guide or assistance dogs).

**F)** You must only refill the vehicle with the correct fuel type for the vehicle and make sure it is refilled into the correct tank as You are responsible for any contamination of the fuel or water tanks of the vehicle.

**G)** You must keep a copy of the Agreement accessible at all times through Your hire.

**H)** It is Your responsibility to pay for all infringements fees and costs due in respect of offences committed during the hire including offences for traffic, speeding, parking, freedom camping and tolls.

**I)** You must ensure that the vehicle is not driven in breach of sections 56, 57 or 58 of the Land Transport Act 1988 ("Act") – these relate to driving under the influence of alcohol or drugs.

**J)** You must not:

- (i)** offer or try to sell, sublet, hire to any other person or otherwise part with or attempt to part with the possession of the vehicle; and  
**(ii)** allow the vehicle to be operated outside Your authority.

**K)** You must not use or allow the vehicle to be used:

- (i)** in any race, speed test, rally or contest;  
**(ii)** in breach of the Act, the Land Transport (Road User) Rule 2004, the Freedom Camping Act 2011 or any other act, regulation, rule or bylaw relating to road traffic;  
**(iii)** to transport more passengers or goods than set in the certificate of loading for the vehicle;  
**(iv)** to transport of passengers for hire or reward unless You get JUCY's prior written permission and You are appropriately licensed under Part 4A of the Act;  
**(v)** if at the time of driving the driver is not the holder of a current driver licence appropriate for the vehicle;  
**(vi)** in any "off-road" conditions or any surface likely to damage the vehicle including fire trails, beaches, sand, tracks, fields or paddocks, including: Ninety Mile Beach, Ball Hut Road (Mt Cook) or Skippers Canyon Road.

**L)** You acknowledge that if the hire is for a "relocation offer" or relocation special", You have been advised by JUCY that the vehicle may have minor damage and/or certain items may not be functional. These will all be items which do not compromise the safety of the vehicle. You also agree that in such event the maximum liability of JUCY to You is the amount paid by You to JUCY.

## 4. JUCY'S OBLIGATIONS

**A)** JUCY will make sure the vehicle is in a safe and roadworthy condition up to current Certificate of Fitness standards. If You, for any reason, suspect that the vehicle is not, You must immediately stop driving the vehicle and call JUCY for instructions.

**B)** If the vehicle breaks down during the hire because of JUCY's negligence we will recover and repair the vehicle as soon as possible. If the vehicle cannot be repaired, JUCY will use its best endeavours to provide replacement of an equivalent size and standard to the previous vehicle for the remainder of the hire.

**C)** Subject to the provisions of the Fair Trading Act 1986 and the Consumer Guarantees Act 1993 JUCY are only responsible for any direct loss that You suffer because of JUCY's breach of the Agreement. Unless JUCY have breached the specific requirements of these Acts JUCY is not responsible for missed flights, disrupted travel or holiday plans, loss of enjoyment or opportunity indirect or consequential loss.

# CAR & CAMPER TERMS AND CONDITIONS



VALID FROM 28 AUGUST 2020.

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

## 5. PAYMENT AND ADDITIONAL CHARGES:

**A)** You must pay the fees listed on page 1 on pick up of the vehicle. All fees and the Bond must be paid using a credit card in Your name. Any refunds or reversals can only be made to the same credit card. Non-refundable credit card administration fees apply for all payments made to JUCY (2% for Visa/Mastercard and 4% for AMEX).

**B)** You must pay JUCY for any additional charges due by You under this Agreement, including any amounts due from damage to the vehicle or property of a third party and infringement/toll offences. JUCY (acting reasonably) may deduct any such charges from Your credit card during or up to 6 months after the hire

**C)** The following are additional charges:

ADDITIONAL CHARGES	REASON	AMOUNT
<b>I. REFUELLING FEE</b>	i. Refuelling fee Returning vehicle not full of fuel or with full gas bottle	\$20 admin fee + amount refuelled
<b>II. CLEANING FEE</b>	Vehicle is returned dirty OR evidence of smoking or animals in vehicle OR grey water or toilet cassette not emptied	Up to \$250 general cleaning fee and up to \$500 cleaning fee to empty grey water/toilet
<b>III. UNAUTHORISED DROP OFF FEE</b>	Vehicle is not returned to the location listed on the Agreement	Up to \$500 retrieval fee
<b>IV. CLAIMS/DAMAGE ADMIN FEE</b>	Processing paperwork for a claims or damage incident	\$75 payable immediately where Risk Taker excess reduction cover has been taken
<b>V. INFRINGEMENT ADMIN FEE</b>	Processing an infringement into Your name for traffic or speeding fines, freedom camping fines or local authority infringements received during hire	\$60 per infringement
<b>VI. TOLL ADMIN FEE</b>	Processing a toll notice into Your name for a toll fine received during hire	\$30 per toll
<b>VII. PREMIUM LOCATION FEE</b>	Premium location fee for customer centre pick up site	As listed on Agreement
<b>VIII. AFTER HOURS PICK UP FEE</b>	Administration fee for organising vehicle for pick up outside of operating hours	As listed on Agreement
<b>IX. ROAD USER CHARGES</b>	Levy based on distance travelled for diesel vehicles on NZ roads.	Calculated and charged after the vehicle is returned based on current NZTA rates. For your guidance, as at July 2019 they were \$0.072 per kilometre
<b>X. ADDITIONAL DRIVERS</b>	Adding an additional driver to Your Agreement	As listed on Agreement or our website
<b>XI. ONE-WAY FEES</b>	When hiring a vehicle and returning it to a different JUCY location	As listed on Agreement
<b>XII. ADDITIONAL PRODUCTS</b>	GPS/Campable or SKOOT device, Baby seats, roof racks, snow chains, picnic tables and chairs - all subject to availability. Replacement cost if they are damaged or lost.	As listed on Agreement and + replacement cost if they are damaged or lost
<b>XIII. DAMAGED/LOST GPS OR OTHER DEVICE</b>	Replacement cost of any GPS or other device including Campable or SKOOT lost/ damaged during hire or not returned to JUCY or any unauthorised WIFI use	Up to \$700
<b>XIV. AA CALL OUT FEE</b>	For any non-mechanical breakdown (e.g. refuelling, incorrect filling of fuel or water in the vehicle, jump starts, tyre related incidents, salvage, lost keys and keys locked in the vehicle)	Actual AA fee charged to You
<b>XV. LATE RETURN FEE</b>	Vehicle is returned after the date and time listed in the Agreement	Daily rental rate until the vehicle is returned + actual costs and losses suffered by JUCY in relation to the failure to return the vehicle on time
<b>XVI. DAMAGE/REPAIR COSTS</b>	Vehicle or third-party property is damaged during hire where no excess reduction option applies	Actual damage or repair costs to the vehicle or third-party property and the daily rental rate for the vehicle while the vehicle is unavailable for hire by JUCY due to repair

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

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

## 6. EXCESS REDUCTION & EXCLUSIONS:

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

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

VEHICLE TYPE	RISK TAKER EXCESS/BOND	STRESS FREE EXCESS/BOND	STRESS FREE PLUS EXCESS/BOND
<b>CAR</b>	\$2,500	\$0	\$0
<b>CABANA</b>	\$3,000	\$0	\$0
<b>CONDO OR CHASER</b>	\$5,000	\$0	\$0

You may also make Your own insurance arrangements provided that these are approved by JUCY. You will still have to pay a Bond to JUCY if You select Risk Taker. Your Excess applies in respect of each separate accident, incident or new damage, not each rental.

**C)** If JUCY provides You with a replacement vehicle after an accident, any excess reduction paid for is not transferable to the replacement vehicle and You will have to pay (again) for Stress Free or Stress Free Plus for the remainder of the hire.

**D)** Risk Taker does not include tyre damage, punctures, glass damage or any theft or attempted theft of the vehicle which results in damage or loss where reasonable precautions were not taken by You (such as locking the vehicle).

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

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

- i) The driver is under the influence of alcohol or any drug that affects their ability to drive the vehicle.
- ii) The vehicle is driven by someone not authorised on the Agreement or not legally entitled to drive the vehicle in New Zealand.
- iii) The vehicle has water damage due to crossing a lake, river, creek, salt water beaches, or in low plain flooded areas.
- iv) The vehicle was used in "off-roading" conditions including on any unsealed road (being a road not sealed with hard material such as tar, bitumen or concrete. Off road conditions include: fire trails, beaches, sand, tracks, fields or paddocks, including the following locations/roads: Ninety Mile Beach, Ball Hut Road (Mt Cook) or Skippers Road. The only exception to this is reasonable use of access roads to recognized commercial campgrounds.
- v) The vehicle has been refilled with the incorrect fuel or any other incorrect contamination of the fuel or water tanks of the vehicle has occurred.
- vi) The vehicle has any roof damage or damage to the pod on the roof. You will have to pay for costs to repair the damage of up to \$5,000. This is not applicable if You have taken out Stress Free Plus excess reduction cover.
- vii) The vehicle has a single vehicle roll over, which is where the vehicle has rolled or tipped on its side or one or more of its wheels have left the ground and which did not involve a collision with another vehicle. You will have to pay for costs to repair the damage of up to \$5,000. This is not applicable if You have taken out Stress Free Plus excess reduction cover.
- viii) The vehicle is in an unsafe or unroadworthy condition that began during Your hire and caused or contributed to the damage or loss, and You were aware or should have been aware of the unsafe or unroadworthy condition of the vehicle (including if a warning sensor/light appears in a red zone or if You drive with the handbrake on).
- ix) The costs to get the vehicle back to road level where the vehicle has become bogged, submerged, trapped, restricted or stuck in anyway.
- x) The driver of the vehicle is fined or convicted of any driving offence under New Zealand law.
- xi) The vehicle is driven on a road or ski resort access road without snow chains when snow chains are required to be fitted by the relevant local authority, Transit New Zealand, NZ Police or the relevant ski resort.
- xii) All costs due to breakages, loss, theft or defacement of the vehicle caused by or contributed to by You or any other person You permit or allow in the vehicle.
- xiii) You have breached clauses 2 or 3 of the Agreement.

## 7. BOND

- A)** If You select Risk Taker You must pay a Bond to JUCY as security during the hire. This is held as an authorisation/hold on Your credit card and will be released at the end of the hire by JUCY to Your card issuing bank (subject to no damage or claims). Depending on Your bank it may then take between 5 to 30 working days for them to release the Bond back to You.
- B)** JUCY may deduct from the Bond any amounts due by You to JUCY arising because of this Agreement, including the amount of any damage under clause 3.1(a) and any charges as set out in this Agreement. JUCY will give You prior notice by contacting You by email of the deduction of such amounts.
- C)** JUCY may keep all or part of the Bond for such period as JUCY may determine (acting reasonably) after the hire to cover the cost of un-notified damage or damage to third parties or their property. In the event the actual costs and damages are less than the Bond JUCY will refund You such amounts.

## 8. TERMINATION

- A)** JUCY may refuse any rental and/or cancel the Agreement and take immediate possession of the vehicle if You have breached clauses 2 or 3 of the Agreement; OR if the vehicle has been damaged; OR if in the reasonable opinion of JUCY or the NZ Police any Authorised Driver does not have sufficient skill or experience to operate the vehicle in a safe manner or the safety of any person or the vehicle is at risk.
- B)** Cancellation of the Agreement under clause 8(a) is without prejudice to the rights of JUCY and the obligations of You under the Agreement or otherwise and You will remain liable for all hire fees and additional charges payable under this Agreement.

## 9. MECHANICAL REPAIRS AND ACCIDENTS:

- A)** If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of fault, You must call JUCY on 0800 399 736 (+64 9 929 2462 option 2) as soon as possible within 24 hours so we can investigate the problem and help You. You may have to pay an international calling fee if You are calling from an international number.
- B)** Do not arrange or undertake any repairs or salvage without JUCY's permission except if necessary to stop further damage to the vehicle or other property.
- C)** 24-hour roadside assistance is also provided by AA on 0800 734 543. This service is free for all mechanical faults but fees and charges apply for all other non-mechanical breakdowns, faults or driver induced errors. For non-mechanical breakdowns You must pay the fees and charges directly to AA or JUCY.
- D)** Following an accident involving the vehicle You must:
- i) if necessary advise NZ Emergency Services by calling '111' or if Police did not attend, call into the closest Police station to report the incident and get a copy of the Police report;
  - ii) record full details of all parties, witnesses to, and vehicles involved in the accident; If JUCY cannot contact the third party with the contact information provided by You, You will be deemed responsible and liable for all costs incurred.
  - iii) if possible, take photos of the accident site and damaged vehicles and prepare a written statement of the facts;
  - iv) not make any admission of liability; and
  - v) notify JUCY and complete the JUCY damage claim form.
- E)** JUCY (acting reasonably) will investigate the accident or incident within 7 days of notification or discovery of the damage to determine if You were at fault and if any of the exclusions in clause 6 apply. JUCY may also require a post-accident safety stand down period to enable JUCY to investigate the cause of the accident. Note that if JUCY receives further information after this 7-day period it may be necessary for JUCY to reopen the investigation. JUCY will also immediately deduct the Bond (if not held by JUCY) from Your credit card to cover the costs of repair. The Bond will be refunded to You upon:
- i) the determination by JUCY (acting reasonably) that You were not at fault; or
  - ii) the determination of JUCY (acting reasonably) of the amount that You were at fault in relation to the damage; or
  - iii) once the actual costs to repair the damage are known if it is less than the Bond amount.
- F)** If any of the exclusions in clause 6 apply and the vehicle is in an accident or damaged during the hire, you must pay for the actual costs and JUCY (acting reasonably) may immediately deduct the actual costs from the Bond or Your credit card to cover the costs. These amounts will only be refunded to You upon:
- i) the determination by JUCY (acting reasonably) that the You were not at fault; or
  - ii) the determination of JUCY (acting reasonably) of the amount that You were at fault in relation to the damage; or
  - iii) once the actual costs to repair the damage are known if it is less than the amount paid by You.
- G)** If a vehicle requires repair or replacement the decision to supply another vehicle to You is at JUCY's sole discretion. You are responsible for all transportation costs to collect any replacement and for any accommodation/living expenses that are incurred. JUCY will only be responsible for costs and expenses if such accident, breakdown or equipment failure has been caused by or contributed to by a breach of this Agreement by or the negligent act, error or omission of JUCY. If JUCY decide not to supply another vehicle to You, You will not be entitled to any refund for the remaining part of the rental.
- H)** JUCY may not accept liability for any claims notified after the period listed in clause 9(a) unless You can give a reasonable excuse (in the absolute discretion of JUCY) as to the failure to provide notice within such period.

## 10. PRIVACY

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

## 11. GENERAL PROVISIONS:

- A)** JUCY retains the title to the vehicle always.
- B)** All charges and expenses payable by You under this Agreement are due on demand by JUCY including any collection costs incurred by JUCY.
- C)** This Agreement is the entire agreement between us and there are no other representations, warranties or agreements between the parties that have been relied on by You.
- D)** All Your rights set out in this Agreement are in addition to Your rights under NZ consumer protection laws. Such rights are not excluded, restricted or modified by operation of this Agreement. Please contact us if You have any questions about this Agreement.
- E)** If any provision of this Agreement is, or becomes unenforceable, invalid or illegal for any reason it will be deemed to be severed from the Agreement without affecting the validity of the remainder of the Agreement and will not affect the enforceability, validity or legality of the remaining provisions.
- F)** This Agreement is governed by New Zealand law and the courts of New Zealand have exclusive jurisdiction.

## 12. FEEDBACK

- A)** If You have a complaint about Your JUCY experience or have any feedback please chat to the JUCY staff at our customer centres and they will try to resolve the issue.
- B)** If You are not happy with the outcome, please contact JUCY on [feedback@jucyworld.com](mailto:feedback@jucyworld.com) OR phone 0800 399 736 (toll free) or +649 929 2462 and our internal complaint handling team will deal with the issue. CODE: 21.12.18.

# BRANCH LOCATIONS



## AUCKLAND AIRPORT

### HOURS:

8:30am- 4:00pm, 7 days  
Last shuttle 30 minutes prior to closing

### ADDRESS:

27 Aintree Avenue, Mangere,  
Auckland Airport 2022

### NEAREST PETROL STATION:

Z Petrol, Tom Pearce Drive

### AFTER HOURS DROP OFF:

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



## CHRISTCHURCH AIRPORT

### HOURS:

8:30am- 4:00pm, 7 days  
Last shuttle 30 minutes prior to closing

### ADDRESS:

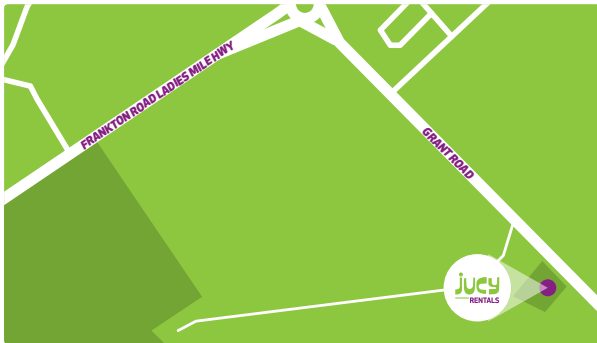
157 Orchard Road, Mustang Park,  
Harewood

### NEAREST PETROL STATION:

Caltex, 318 Harewood Road

### AFTER HOURS DROP OFF:

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



## QUEENSTOWN AIRPORT

### HOURS:

8:30am- 4:00pm, 7 days  
Last shuttle 30 minutes prior to closing

### ADDRESS:

52 Grant Road, Frankton,  
Queenstown 9371

### NEAREST PETROL STATION:

BP Connect, Corner of State Highway  
and Frankand Frankton Road

### AFTER HOURS DROP OFF:

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