

Your Rental Terms

Everything you need to know about your Ace rental

Ace is taking steps to improve its environmental footprint and is now replacing paper versions of these Rental Terms and Conditions with electronic versions. If you would prefer to receive a paper copy please ask for one at the counter at the time of collecting your vehicle or print a copy by going to www.acerentalcars.co.nz

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Ace Contact Details

Reservations

www.acerentalcars.co.nz

Roadside Assistance

0800 502 277

Customer Relations

info@acerentalcars.co.nz

Claims Management

aceclaims@hertz.com



Key Facts About Your Rental

This summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask an Ace staff member if you need further clarification.

Important Information

Damage to Vehicle	You are responsible for any loss or damage to the vehicle (and related losses and fees) during the rental even if it is not your fault (subject to some exceptions) up to the level of Accident Damage Excess (ADE) per incident unless a Cover Exclusion applies. See Damage and Loss on page 5 for details.
Cover Exclusions	The vehicle must not be used in a manner constituting a Cover Exclusion. If loss or damage to the vehicle is caused by an event/occurrence that is a Cover Exclusion, you are responsible up to the full value of the vehicle and related losses and fees including 3rd party damage and losses. Examples of Cover Exclusions that may result in full liability include incurring overhead or undercarriage damage, driving off-road and/or on roads other than tar-sealed or metal roads or failing to safeguard the vehicle (e.g. leaving keys in vehicle) or allowing an unauthorised driver to drive the vehicle. See page 3 for full list of Cover Exclusions.
Ace Cover Options	You may reduce or eliminate the ADE for this rental by purchasing an Ace Cover Option (Ace Plus, or Ace Basic). If a Cover Exclusion applies, you cannot rely on any Ace Cover Option to reduce or eliminate your liability. Further, Ace Cover Options does not extend to any accessories (e.g. child seats and GPS units) that you rent. See Annexure 3 – Ace Cover Options for details.
Accessories and Keys	You are responsible for any loss or damage to keys and any accessories on hire. You cannot rely on any Ace Cover Option to reduce or eliminate your liability.
Personal Possessions in the Vehicle	Ace is not responsible for any loss or damage to you and your passenger's personal possessions in the vehicle, under any circumstances.
Pick Up	You should check the vehicle for damage before driving away and record any variations on the Rental Agreement in conjunction with an Ace staff member. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show an Ace staff member.
Roadside Assistance	We provide basic roadside assistance. It will not cover incidents that are your fault (e.g. running out of fuel, lost keys or locking keys in the vehicle). You can purchase Premium Roadside Assistance Cover to cover these incidents. The Roadside Assistance number should be used in the event of either an accident or a breakdown. See page 5 for details.
Return	You may incur additional charges if you return the vehicle at a different time or place agreed or if it is an excessively dirty condition or with excessive odour. Smoking in the vehicle is prohibited. If the vehicle is returned excessively dirty or with excessive odour, a Cleaning Fee will be levied.
Out of Hours Return	If we agree to you returning outside location hours, you will be responsible for the vehicle until we regain possession of the vehicle when the location re-opens.
Purchase of Insurance from Third Party	If you purchased excess waiver insurance or similar from a third party to cover your liability to Ace, you remain liable for payment to us, up to the level of ADE, irrespective of whether you obtain reimbursement from your insurer.

Contacts and Remedies

You may check with an Ace staff member at end of rental or contact Ace Customer Services during office hours (using the email on the back of this Rental Terms booklet) and our team will help resolve any issues.

See **Annexure 5** (Contacts) of the Rental Terms for full details.

For full information, please read the Rental Terms in this booklet. You can also refer to our website www.acerentalcars.co.nz for the Rental Terms and additional details about prices, products and location information. Thank you for choosing to rent with Ace.

What is included in the Rental Rate

Kilometre	All hires include unlimited kilometres unless otherwise stated. If a kilometre limit applies, the daily kilometre allowance is shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply.
Minimum Cover	Your liability for loss or damage to the vehicle is limited to the ADE unless a Cover Exclusion applies. Any loss or damage to keys or any accessories on hire is not covered by the Minimum Cover or Ace Cover Options. You are responsible for any loss or damage to keys and any accessories on hire.
Fuel	The vehicle is provided with a full tank of fuel. You can either return the vehicle full or pay for us to refill the tank for you at the rate shown on your Rental Agreement.

What is not included in the Rental Rate

Ace Cover Options are available for purchase for an additional charge to reduce or eliminate liability to Ace for loss or damage to the vehicle (provided a Cover Exclusion does not apply) but not to keys or any accessories on hire.

Ace Cover Options include:

Ace Plus

- Ace Zero (Zero Excess)
- Premium Roadside Assistance
- Additional Driver

Ace Basic

- Ace Excess Reduction

You may also purchase Ace Cover Options individually. Further details can be found in **Annexure 3 (Ace Cover Options)**.

Fees and charges that may apply to your rental are found in **Annexure 1 (Charges Explained)**.

We do not cover:

- **Parking, speeding and traffic fines**
- **Private parking charges**
- **Processing fees** (related to fines, private parking charges and damage claim processing)

Further details can be found on page 10 (**Fines, Tolls and Other Charges**).

If we receive notices for fines and parking charges during the rental period we will give the authorities your name, address and drivers licence details and also charge a Processing Fee. Toll charges will be charged to you Directly by Hertz (unless You have purchased Toll Cover), and we will also charge a Processing Fee.



Agreement

- Your Rental Agreement is the document you sign on vehicle pick up and includes a summary of your rental agreement (e.g. length, optional services purchased and an estimate of charges to be paid). Signing the Rental Agreement is confirmation the details are correct and your acceptance of:
 - the terms set out in the Rental Agreement;
 - these Rental Terms including Annexures & Key Facts; and
 - any Additional Terms provided, (together, the Agreement).

The Agreement is made with Tourism Enterprises Limited, 39 the Strand, Parnell, Auckland City, New Zealand, trading as Ace Rental Cars (Ace, we, us or our).

The Agreement is governed by the laws of New Zealand.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

Responsibility

Ours:

- We provide the vehicle in a safe and roadworthy condition.
- You have rights against us under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 relating to the vehicle and other goods or services we provide to you under the Agreement that we cannot exclude or limit.
- Except for our liability to you under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.
- Without limiting our liability under the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.
- We are not responsible for statements made by travel agents or third party booking services.

Yours:

- You must care for, use and return the vehicle and any accessories on hire in accordance with the Agreement and pay the amounts due. You confirm and agree all information provided by you including your contact details are true and correct.
- You must ensure that a copy of the Agreement (which may be an electronic copy) is kept in the vehicle throughout the term of the hire and is produced without delay for inspection by an enforcement officer.

Please read the Agreement carefully to understand your obligations in full.

Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days.

- Further information regarding our disputes process contact:
 - Ace Customer Care Team
 - Monday-Friday, 8:30am to 4:30pm
 - Email info@acerentalcars.co.nz

Privacy

- When you rent with us, you consent to us collecting (including by vehicle tracking), storing, using and disclosing your personal information in accordance with our Privacy Policy.
- Please see **Annexure 4 (Privacy)** for further information.

Longer term rentals

- If your rental is 30 days or longer you will be charged at the start of each 30 day period automatically or at any time agreed with Ace. Additional funds to cover the cost of your Rental Agreement will be collected for each 30 day period inclusive of rental charges, infringement and processing fees and any other related fees and charges.

Termination of Rental Agreement

- We reserve the right to terminate your Agreement without notice and take immediate possession of the vehicle if:
 - the vehicle is involved in an accident, breaks down, or requires repair or salvage;
 - you have not paid an invoice or any other request for payment (whether verbal or in writing) or your credit card charge is declined or your bank reverses the charge made to your card and you fail to pay the amount due within 24 hours of being notified by Ace that the amount is outstanding;
 - Ace is required by the police or any other regulatory authority to take possession of the vehicle from you;
 - we reasonably believe you have materially breached, or are likely to materially breach, the Agreement;
- the vehicle is not returned by the agreed return date;
- Ace considers on reasonable grounds that the vehicle is at risk of being damaged; or
- Ace believes on reasonable grounds that an event or occurrence constituting a Cover Exclusion has taken place or is likely to take place. We may terminate your Agreement at any time on 30 days' notice and take the vehicle back at any time at your expense.
- Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in Damage and Loss on page 5.
- In the event of termination and/or repossession you will not be entitled to a refund of any part of the rental charges in so far as the termination and/or repossession is caused by your actions or omissions.



Charges

- You agree to pay Ace for all charges with a credit card or Visa/Mastercard debit card that is accepted by Ace or by cash at time of pick up and in addition authorise Ace to reserve a security bond (payable by credit card only) to cover any other charges or liability that may arise during the rental period.
- Your Rental Agreement will show the amount prepaid to Ace and a security bond. You authorise Ace to charge your card for any amount owed to Ace up to 60 days after the vehicle has been returned. If the Card is not in your name, you guarantee Ace has authority to charge the Card under the Agreement.
- For a further explanation on the Rental Agreement charges, please see **Annexure 1 (Charges Explained)** for an explanation of these fees or they can be discussed with the Ace staff member at time of pick-up or checked online before travelling at www.acerentalcars.co.nz/faq.

Vehicle

Definitions in the Rental Terms to:

- **"the vehicle"** means:
 - the vehicle described on the Rental Agreement that Ace supplies to you, and includes all vehicle parts, tyres, tools (supplied with the vehicle); and
 - except for the purposes of describing the goods covered under the Minimum Cover and the ACE Cover Options, also includes all other accessories or equipment in or fitted to the vehicle by the manufacturer or by Ace, such as keys, child restraint seats, GPS devices and a Vehicle Monitoring Systems. For the avoidance of doubt any loss or damage to keys or any accessories on hire is not covered by the Minimum Cover or Ace Cover Options;
- **"VMS"** means a Vehicle Monitoring System. The vehicle may be fitted with a system which can be used to lock and unlock the vehicle doors and tracks and records the geographical location, distance and speed of the vehicle during the rental period. It can also be used to immobilise the vehicle. You agree that we can track and record your location and your use of the vehicle using the VMS, which may include your personal information. Refer to **Annexure 4 (Privacy Notice)**.
- **Condition:** It is your responsibility to check the vehicle condition at the start of the rental period and on return. Pre-existing damage will be noted on our Vehicle Condition Report on your Rental Agreement.
- **Care:** You are responsible for looking after the vehicle, ensuring the vehicle is not used in a manner constituting a Cover Exclusion and for returning the vehicle in the condition Ace provided it in, subject to fair wear and tear. You will take all reasonable care in handling and parking the vehicle. You will ensure the vehicle is securely locked when not in use. You must ensure you use and maintain the correct fuel, refilling as necessary. You must ensure the vehicle is not operated whilst any warning light or hazard indicator is activated. If any warning light is activated, you must stop driving as soon as it is safe to do so, call our roadside assistance and notify us as soon as practicable. You must also notify us as soon as practicable and in any event within 24 hours following any breakdown or damage to the vehicle.
- **Maintenance:** In the case of a long term rental (being a rental over 30 days), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, a service indicator illuminating on the dashboard, or after 10,000kms – whichever comes first) you must return the vehicle to the nearest Ace location to arrange for the Vehicle to be serviced or exchanged.

Important

You are responsible for returning the vehicle in the same condition as it was in when we provided it to you, subject to fair wear and tear. The Ace Fair Wear and Tear Guide can be found online at www.acerentalcars.co.nz/fwt. Please see the Damage and Loss section on page 11 to understand your responsibility for damage and loss to the vehicle and **Annexure 2 (Damage Policy)** on page 17 to understand how we will process damage caused during your rental.

- **Fuel:** We provide the following options:
 - **Return with a full tank:** Return the vehicle with a full tank of fuel purchased from a local fuel station.

Important

Fuel gauges may still indicate "full" many kilometres after it was last re-filled. We ask you refill the vehicle within 15 km of the return location and bring your fuel receipt with you on your return. We ask you to present a copy of the fuel receipt to an Ace staff member or leave a copy in the vehicle. If you do not do so, we reserve the right to apply a small charge – please ask at the counter for details.

- **Return without refuelling:** We charge you a price per litre to refill the tank, in addition to a Refuelling Service Fee for our service of re-fuelling for you. These prices are indicated on your Rental Agreement.

If you have any further questions, please ask an Ace staff member or www.acerentalcars.co.nz when you pick up your vehicle.

- **Child seats:** It is your responsibility to ensure appropriate child seats have been fitted for children travelling in the vehicle and that they have been fitted correctly. Ace is not responsible for any fines, injury, death or other losses caused by not having child seats fitted or by children not being restrained in the supplied child seats.

Important

You must comply with mandated seat belt and child seat restraint laws applicable in New Zealand. Child seat restraint laws apply to all children 7 years of age and younger. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint.

You are responsible for the child seat in the vehicle.

Never leave a child unattended in the vehicle.

Cover Exclusions

- You must not use or allow the vehicle to be used in a manner constituting a Cover Exclusion.
- If a Cover Exclusion causes, or contributes to, loss or damage to the vehicle, you are liable to us for that loss or damage up to the full value of the vehicle and related losses and fees including 3rd party damage as explained in the 'Damage and Loss' section on page 5.

- It is agreed between you and Ace that section 11 of the Insurance Law Reform Act 1977 shall apply with respect to these Cover Exclusions as if this provision constituted a contract of insurance.

Cover Exclusions are:

- you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle;
- the vehicle is damaged in the following manner:
 - the driver causes the vehicle to roll, tip or fall over;
 - the driver causes underbody or overhead damage to the vehicle (i.e. damage occurring above the windscreen line to the front, rear or side of the vehicle, including but not limited to where the vehicle strikes an overhead or overhanging object); or
 - a person sits or stands on the roof or bonnet of the vehicle;
 - driving the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle; or
 - any loss or damage to keys or any accessories on hire.
- driving the vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that the driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable New Zealand legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit (for the avoidance of doubt this includes operating the vehicle or allowing it to be operated in circumstances that constitute an offence against sections 56, 57, 57AA, 57A, or 58 of the Land Transport Act 1998);
- fitting of objects to the interior or exterior of the vehicle not authorised by Ace;
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in vehicle, or failing to use the anti-theft system (if provided);
- the vehicle is used for committing an illegal or unlawful act;
- the use of the vehicle by a person who was not authorised by Ace as the main or additional driver;
- the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g. as a taxi or car sharing arrangement) unless Ace consents in writing to the use of the vehicle in a small or large passenger service licensed under Part 4A of the Land Transport Act 1998, or to carry cargo, for hire, reward or remuneration;
- the vehicle is used for hauling any goods incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Ace, in which case you have permission from Ace to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide in the following link);
- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in any of the following areas:
 - (a) off-road (including on any beach whatsoever (including 90 Mile Beach), tracks, fields or paddocks), or (b) driven on roads other than tar-sealed or metal roads, or (c) driven on Skippers Canyon Road (Queenstown), or (d) the road to Macetown in the Queenstown area;
- interfering with the distance recorder, speedometer, transmission, braking or suspension system or any part of the engine of the vehicle;
- allowing the vehicle to be operated outside your authority; or
- operating the vehicle or allowing it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic.
- driving or allowing the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current driver licence appropriate for the vehicle;
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence in the applicable State or Territory);
- the vehicle is used in a manner that, in Ace's reasonable opinion, brings Ace into disrepute or publicly associates Ace with any particular political, religious, promotional or activist position.

Key Information

Vehicle Cleanliness

You may incur additional charges if the vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco from smoking in the vehicle;
- dirtiness or smell caused by having animals in the vehicle excluding disability assist dogs; or
- excessive dirt or mud on the exterior of the vehicle.

Snow Regions

- There are special restrictions that apply when driving an Ace vehicle in an alpine region or in the snow. If these restrictions are not complied with you may be responsible for any and all damage arising from the use of the vehicle in an alpine region or in the snow and the Minimum Cover or Ace Cover Options purchased will not be applicable. If you are planning to travel to an alpine region or in the snow please check with your Ace location that the vehicle is fit for purpose and whether snow chains are required.
- You must ensure that you comply with any legal requirements relating to the fitment of snow chains and that you fit snow chains correctly. Failure to do so will be considered to constitute a Cover Exclusion and you will be fully liable for any resulting damage. You must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and to put the hub caps back on the vehicle when the chains are removed.

Important

- If an event/occurrence listed as a Cover Exclusion occurs, we may terminate the Agreement, take back the vehicle at any time at your expense and you will remain liable to pay the hire charges for each day you agreed to hire the vehicle as set out in the Rental Agreement.
- If an event/occurrence listed as a Cover Exclusion above causes or contributes to loss or damage to the vehicle:
 - you are responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the 'Damage and Loss' section on page 11;
 - your liability is not limited to the Accident Damage Excess (**ADE**); and
 - you lose the benefit of any Ace Cover Option you have purchased.

Drivers

- The vehicle may only be driven by you and any other additional driver(s) named in the Rental Agreement. Any person driving the vehicle must be 18 years of age or over and must hold and present when the vehicle is picked up, a current drivers licence that:
 - is in English or, if not in English, is accompanied by an English translation provided by a NZ Transport Agency approved translator;
 - is valid for driving the vehicle;
 - is not a learner's or restricted permit; and
 - satisfies any other conditions on the Rental Agreement or in any Additional Terms.
- You are responsible for ensuring that all additional driver(s) comply with the terms of this Agreement and you assume responsibility for any and all acts of each additional driver(s) as if they were your acts or omissions.

Vehicle Monitoring System (VMS)

Our vehicles may be fitted with a VMS which can be used to lock and unlock the vehicle doors and track and record the geographical location, distance and speed of the vehicle during the rental period. It can also be used to immobilise the vehicle in the event of non payment or if we have reasonable grounds to suspect the vehicle is being or will be used for a Cover Exclusion You agree that we can track and record your location and your use of the vehicle using the VMS, which may include your personal information. Refer to **Annexure 4 (Privacy)**.



During Your Rental

Fines, Tolls and Other Charges

- You are responsible for all fines, private parking charges and other similar charges incurred during the rental including infringement fees for speeding or parking offences, offences relating to a failure to comply with directions given by a traffic signal or offences under the Freedom Camping Act 2011 (such as freedom camping in breach of local bylaws).
- If an offence is committed during the rental period:
 - you will be liable for the costs related to that offence, whether or not you were the driver at the time;
 - we will transfer liability for the offence to you by passing on your details to the relevant authority and charge you a Processing Fee. The Processing Fee is charged to your Card provided at the time of Rental;
 - you have the right to challenge, complain about, query or object to the alleged offence directly to the authority that has issued it; and
 - you have the right to ask for a court hearing in connection with any offence (but you must ask for this within 56 days of the offence notice being issued, or within 28 days of the reminder notice).
- In the event that we are unable to transfer liability for the offence to you by passing on your details to the relevant authority, we will charge your Card for the total amount of the offence and we will pay this to the appropriate authority as soon as we can.

Important

In addition to any fine, or parking charge you incur, we may also apply a Processing Fee to cover the time and costs we incur in dealing with these matters. Please refer to **Annexure 1 (Charges Explained)**.

Breakdown

- Assistance:** If you experience mechanical failure you must stop driving (as soon as practicable), park the vehicle and call our roadside assistance (see back of rental booklet). You must not re-commence driving the vehicle unless directed to do so by the roadside assistance service. You must not move the vehicle unless this is necessary to prevent future damage to the vehicle or other property.
- Cost:** we provide complimentary roadside assistance for vehicle problems that were not your fault. If the problem was your fault (e.g. running out of fuel, losing the keys or locking keys in the vehicle), you are responsible for the cost of providing roadside assistance and any parts provided. If you have purchased Premium Roadside Assistance Cover, you will not pay the call out fee for roadside assistance.
- You must not allow anyone to service or repair the vehicle without our permission.

Accidents

- If you have an accident or if the vehicle is stolen you agree to co-operate with us in any investigation or subsequent legal proceedings. You must take the following steps:
- Notification:** you must inform Ace as soon as practicable, and in any event within 24 hours in the event of any accident irrespective of whether the vehicle is damaged or lost, or in the event of theft. Report the accident to police as soon as you can
- if anyone has been injured or property damaged.
- Vehicle Incident Report (VIR):** complete the VIR providing details of your accident or theft including any third party information even if no damage to the vehicle. The VIR must be completed and signed by you and provided to an Ace staff member when you return. Alternatively the VIR can be found online at www.acerentalcars.co.nz/vir.
- Do Not Admit Fault:** if you have an accident involving another vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, vehicle registration, vehicle make/model and a copy of the police report if one was created.
- Further details regarding accidents are in **Annexure 2 (Damage Policy)**.
- Replacement vehicle at Ace's discretion:** Ace may exercise reasonable discretion to terminate your rental and not provide a replacement in the event of an accident or theft of the vehicle.

You are also invited to take time stamped photographs of any damage to the vehicle and submit these to an Ace representative as soon as practicable, and in any event within 24 hours, in the event of an accident.

Important

- You must notify Ace as soon as practicable, and in any event within 24 hours in the event of an accident.
- You must provide all information related to the accident within 48 hours of any requests made by Ace including any papers or other documents received by you concerning the accident.
- You consent to and authorise Ace to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- Ace may exercise reasonable discretion to terminate your rental of the vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Cover Exclusion of the vehicle. For the full list of **Cover Exclusions**, see page 3.

Damage and Loss

Responsibility:

- If the vehicle is lost, stolen, abandoned or damaged during the rental, you are responsible for each incident even when it is not your fault (e.g. other driver's fault). This liability applies except to the extent:
 - the damage constitutes fair, wear and tear in line with the Definition of Damage Flyer provided at the start of your rental or found online at www.acerentalcars.co.nz/damageflyer;
 - the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the vehicle; or
 - the damage or loss was caused by a third party and you comply with your obligations specified under Accidents on page 10 so we have sufficient details about the third party and/or their insurer. We may charge you the applicable excess per incident and once the actual cost of the loss or damage is determined and/or recovered, we will refund you any difference owed.

Key Information

Incident Damages

- If the vehicle is lost, stolen or damaged, for each incident you are responsible for (provided a Cover Exclusion Event has not occurred):
 - the loss or damage to the vehicle;
 - any towing and storage charges;
 - loss of rental income; and
 - other losses or expenses related to the incident;
- Ace Claims Management Fee and/or External Damage Assessment Fee; up to the Accident Damage Excess (ADE) amount per incident.

Consequence of a Cover Exclusion applying

- If a Cover Exclusion applies and this caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle up to the full value of the vehicle (and related losses and fees). You are also liable for the Incident Damages referred to above.
- Your liability to us is not limited to the ADE, and the Ace Cover Options will not apply to eliminate or reduce this liability.
- You are responsible for any third party property damage or loss arising from the application of a Cover Exclusion and you must indemnify us for any claim made against Ace for that damage or loss. Ace may charge any third party property damage or loss arising from the occurrence of a Cover Exclusion to your Card provided at the time of rental.
- If a Cover Exclusion applies, we may terminate the Agreement and take the vehicle back at any time at your expense.

Calculating and Charging for Damage

The loss or damage will be calculated by Ace and will be charged to Your Card in accordance with Annexure 2 (Damage Policy).

Security: You are responsible for securing the vehicle including accessories and should minimise risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight making sure the vehicle is locked. You must also comply with our return instructions.

Purchase of Insurance from Third Party

If you purchased excess waiver insurance or similar from a third party to cover your liability to Ace, you remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Personal Possessions

You are responsible for loss or damage to personal possessions in the vehicle even when not your fault. Your liability will not be limited to the ADE. Loss or damage to personal possessions is not covered by the Minimum Cover or the Ace Cover Options.



Return Procedure

Requirements

You must return the vehicle to the return location by the date and time specified on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply.

Outside Operating Hours

- You may return the vehicle outside an Ace location's opening hours with our prior agreement, in which case you must:
 - **Parking:** lock the vehicle and park in a car park organised by Ace;
 - **Information:** complete the Return Details on the back of this Rental Terms booklet and leave in the vehicle with any other applicable documents (such as a Vehicle Incident Report Form or Fuel Receipt);
 - **Keys:** place the keys in the drop box provided. Do not hand keys to anybody when you park the vehicle, even if they appear to be an Ace staff member, unless advised by an Ace staff member when you collected the vehicle; and
 - **Lost Property:** ensure you remove all belongings when you return the vehicle to Ace. We are not liable for property left in the vehicle when returned to Ace. If property is found in the vehicle after you leave, we will take reasonable steps to return lost property to you. You may be charged the cost of postage or courier plus a Processing Fee.
 - **Responsibility:** You remain responsible for the vehicle, including damage, until we regain possession of the vehicle when the location re-opens. Ace will inspect the vehicle within 4 hours of return or of the location opening if the vehicle is returned out of hours.

Variations

Change to Time or Location

To change the return time or location, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as a One Way Fee.

Wrong Location

If the vehicle is returned to another location without Ace's prior approval, you may be charged a One Way Fee.

Returning the Vehicle to a different island

If you return the vehicle to a different island in which the rental originated ie. in the event that it crosses the strait and where the vehicle is not returned to the island the booking started on you will also be charged a one way fee.

Key Information

Note

Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. You are allowed a 'grace period' of 59 minutes at no extra charge. If you return the vehicle later (without our agreement):

- You will be charged Additional Rental Days Charge as set out in **Annexure 1 (charges explained)**

Notification

We check the vehicle on your return and apply any additional charges that may arise from your use of the vehicle, such as for fuel. We will provide you with a revised invoice on return of the vehicle if the amount owing is different to the charges provided at time of pick up.

Some charges can't be finally determined on return such as fines, or damage costs related to the vehicle. We may recover additional charges by charging your Card within 60 days after the rental period. We will provide notice of these charges by email on request.

If you do not pay amounts due to Ace under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained)**.

Repossession of the Vehicle

- If you fail to return the vehicle to Ace when required under the Rental Agreement (other than due to theft or an accident), and if you fail to comply with a demand by Ace to you to return the vehicle, Ace,
 - May use the VMS to immobilise the vehicle; and/or
 - May take steps to recover and repossess the vehicle. You authorise and make all reasonable efforts to obtain the right for Ace to enter any premises in order to recover or repossess the vehicle; and/or
 - May deem the vehicle stolen and report it stolen. Ace may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).
- You will be responsible for rental charges, loss or damage to the vehicle (up to the full value of the vehicle), the Ace Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident.
- This liability to Ace is not limited to the ADE, and the reduced and zero excesses under the Ace Cover Options will not apply to reduce or eliminate this liability.

Responsibility for Losses

Without limiting Ace's rights to loss or damage under other clauses, if you breach the Rental Terms and such breach causes, or contributes to, loss suffered by Ace or a third party then we may recover these losses from you. This does not include any losses to the extent caused, or contributed to, by Ace.

"Losses" includes but is not limited to rental charges, fines, liabilities, costs and expenses (including reasonable legal expenses), third party claims, repair or replacement costs, towing and salvage costs, loss of ability to rehire, generate revenue or economic loss.

Interest

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate of 10%.

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental. A table listing individual charges can be found at www.acerentalcars.co.nz/chargesexplained. These charges may typically include the following:

Compulsory	
Rental Rate	The daily rental charge noted on the Rental Agreement for each rental day. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap on the daily rental charge.
Kilometre Rate	If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the distance covered.
Location Fee	Additional fee at certain locations (e.g. airports and downtown locations). This fee is a flat fee as shown on the Rental Agreement. The amount that applies at each location is specified on our website www.acerentalcars.co.nz .
Young Renter	If you or any additional driver is between 18-21 years you may be charged a Young Renter Surcharge. If applicable, you will be advised of the surcharge at the time of reservation, or rental.
Optional	
Ace Toll Pass	A standard fee added to your rental to cover all tolls that you may incur whilst using the vehicle on North Island roads (there are no toll roads in the South Island).
Additional Driver	A standard fee for each additional driver added to your rental, advised at the time of reservation.
One Way Fee	May apply if you return the vehicle to a location different from the start location. For example if the vehicle is not returned to the place agreed, we may charge you our reasonable expenses and relocation costs incurred in recovering the vehicle (based on the relocation distance), together with additional charges for lost rental hire. You will be advised at the time of reservation if you are permitted to return the vehicle to a different location and if so, any applicable fee.
After Hours Fee	May apply if you request that your vehicle be available for collection outside an Ace location's opening hours. You will be advised of the charge at the time of the request.
Ace Cover Options	The Rental Agreement will show if our Ace Cover Options have been accepted or declined by you or are otherwise included in your rate. We also show the Accident Damages Excess (ADE) applicable to your rental (which depends on whether you have purchased an Ace Cover Option) and the full charge for the rental period, inclusive of GST.
Accessories	The Rental Agreement lists any optional accessories you have selected, such as baby/child seats, and NeverLost (GPS), showing the full charge for the rental period.
Card Surcharge	A percentage rate noted on the Rental Agreement of any amount charged to a Card.
Total	
Estimated Rental Charges	Your total estimated charges lists the rental rate, discounts and applicable kilometre charges at the start of the rental excluding GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the vehicle during your rental.
Subtotal	Your subtotal before any applicable fees are applied.
Total Estimated Rental Charges	Total of all estimated charges including GST.

Potential Additional Fees

You may incur additional fees as a result of your use of the vehicle or other incidents that occur during the rental. These include the following:

Fuel	
Refuelling Price	If you don't fill up the vehicle on return we will charge you a price per litre to fill the tank and a Refuelling Service Charge, as specified on the Rental Agreement.

Vehicle Condition	
Incident Damages	If the vehicle is lost, stolen or damaged, for each incident (and no cover exclusion has occurred) you are responsible for: <ul style="list-style-type: none"> • the loss or damage to the vehicle; • any towing and storage charges; • loss of rental income; • other losses or expenses related to the incident; • up to the amount of the Accident Damage Excess (ADE) amount per incident.
Ace Claims Management Fee	Charge to cover our costs for dealing with damage.
External Damage Assessment Fee	Damage assessment fee charged to Ace by an external damage assessor
Accessories Replacement	The replacement cost (at current retail replacement value) of any damaged, lost or missing accessories (including any courier or delivery charges).
Key Replacement	The cost of replacing any key not returned with the vehicle and/or any replacement key provided to you or any damaged key (including the cost of any courier or delivery charges).
Cleaning Fee	A charge imposed in respect of an excessively dirty vehicle which required cleaning beyond Ace's's standard cleaning practices.
Vehicle Use	
Processing Fee	Charge to cover the cost of dealing with charges and penalties, such as traffic parking and speeding fines, private parking charges, tolls and penalties.
Breakdown or Roadside Assistance	If the driver is at fault this charge covers the cost of providing breakdown or roadside assistance. If the driver is fault any towing costs will be charge on to you.
Early/Late Return/Cancellation	
Early Return Fee	May apply if you committed to a rental term, then returned the vehicle early. You will only pay for days used, but we reserve the right to make this charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use.
Late Return Fee	May apply if you committed to a rental term, then returned the vehicle late without our agreement. You may be charged an extra day's rental for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of <ul style="list-style-type: none"> • 0 to 59 minutes late: no charge • 60 minutes to one day late: daily rental charge for that vehicle for each additional day (or any part thereof) vehicle is returned late and you may also be charged a late return fee of up to \$100 per day. We reserve the right to make this charge to compensate us for our inability to rent your vehicle to others as you have failed to return the vehicle at the end of the rental term.
Cancellation Fee	May apply if you prepaid your rental charges, committed to a rental terms and then cancelled the booking prior to the original pick up.
Additional Rental Days	Daily rental charge for that vehicle for each additional day (or part thereof) that the vehicle is returned late.

Please ask at the counter for details or check online at www.acerentalcars.co.nz/charges explained.

Annexure 2 – Damage Policy

Your responsibility for damage is set out in the **Damage and Loss** section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes.

Checking the Vehicle at Pick Up

We provide a summary of any damage on the Vehicle Condition Report (VCR) found on the Rental Agreement at the start of your rental and also time stamped photos taken by an Ace staff member. You must check the condition of the vehicle when you collect it and if there is any discrepancy approach an Ace staff member and request the Vehicle Condition Report be amended. In poor weather conditions or bad light, you can take a photograph within 60 minutes of leaving the rental location and advise Ace. You are also invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and on return of the vehicle and show an Ace staff member on return.

We will inspect the vehicle on your return and provide a Vehicle Incident Report (VIR) to record any new damage, which will not include any fair wear and tear.

Key Information

Fair wear and tear

This means "ordinary wear due to reasonable use" and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Review the Definition of Damage Flyer found online at www.acerentalcars.co.nz/damageflyer or provided at the start of your rental.

At time of return you should allow time to complete the inspection of the vehicle with our staff and agree any damage. If you don't have time or you return the vehicle when the location is closed, we will inspect the vehicle within 4 hours of return or the location opening. If you took a photo of the vehicle at pick up within 60 minutes of leaving the location due to poor weather or bad light, show an Ace staff member.

Damage Assessment and Charging

There are three common scenarios:

i. Damage – agreed on return

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise an assessment through an independent third party.

ii. Damage – not agreed because you are not present or you are present but disagree with the damage identification:

If you are not present on return, or are present but disagree with the damage identification, we inspect the vehicle within 4 hours of return or location opening and take the relevant photos of the vehicle, create a Vehicle Incident Report (VIR) and organise an assessment through an independent third party.

iii. Significant Damage

If the damage is significant we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Key Information

Damage

We aim to deal with a damage assessment in a quick and practical way by using a 3rd party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment. Although we may charge you the applicable excess, we will reimburse you if the amount of the damage cost assessment is less than this.

Notification and Evidence of Damage

We provide you the following documents in respect of damage:

- (i) a system generated letter detailing the damage to the vehicle;
- (ii) photos of the damage to the vehicle (where possible);
- (iii) the Rental Agreement listing the date, time and return location and any pre-existing damage;
- (iv) the final tax invoice/statement of charges that includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- (v) the Vehicle Incident Report (VIR); and
- (vi) a damage cost assessment from a repair body

Charging for damage and other items

We will charge your Card with the amount set out in the final tax invoice that we send to you within 60 days of the date you returned the vehicle. If we charge your Card with the applicable excess, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Loss of rental income

We may charge you for loss of rental income in the event the vehicle is damaged.

Damage Disputes

- Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of vehicles. We will respond to you within 15 business days with an update to your claim.
- If you wish to dispute our assessment of damage, please contact the Ace Claims Management Team on:
 - AU Freecall 1800 550 028
 - NZ Freecall 0800 713 713
 - Email aceclaims@hertz.com

Key Information

Additional References

If the vehicle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- Cover Exclusions refer to page 3
- Damage & Loss refer to page 5
- Accidents refer to page 5

Annexure 3 – Minimum Cover and Ace Cover Options

Minimum Cover and Ace Cover Options are underwritten by Lumley General Insurance (N.Z.) Limited (or such other insurer as Ace may contract with from time to time). Any person named in this Rental Agreement as a person permitted to drive the vehicle is, subject to the ADE and the occurrence of a Cover Exclusion:

- (i) Indemnified in respect of any liability he or she might have to Ace for loss or damage of the vehicle and any consequential loss of revenue or other expenses of Ace; and
- (ii) Indemnified to the extent of \$20,000,000.00 in respect of any liability he or she might have for damage to any third party's property (including any animal) arising from the use of the vehicle.

The cost of Minimum Cover is included in the rental charge and the ADE is as specified in the Rental Agreement. The ADE is payable for each and every incident

of damage or loss caused except in the event of a Cover Exclusion, or any loss or damage to keys or any accessories on hire. In the event of a Cover Exclusion, you will be fully liable for any damage and other costs incurred. In the event of loss or damage to keys or any accessories on hire you will be charged the replacement cost (at current retail replacement value) of any damaged, lost or missing accessories or keys.

Examples of damage covered by ADE include:

- Impact with a fixed or moving object (e.g. damage caused by an accident).
- Loss of Vehicle control.
- Unavoidable natural events, such as snow, hail or rock fall.
- Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.

Ace Cover Options

The purchase of an **Ace Cover Option** may reduce your liability for loss or damage to the vehicle.

The Ace Cover Options do not provide protection in the event of loss or damage arising from a Cover Exclusion or for loss or damage to keys or any accessories on hire. Ace Cover Options also excludes infringements including traffic and parking fines, and private parking charges which are on-charged to your Card, and Fuel.

Ace offers bundled packages incorporating reduced liability or damage to the vehicles and additional services. These are referred to as **Ace Basic** and **Ace Plus**.

Ace Cover Options

Ace Basic

- Ace Excess Reduction

Ace Plus

- Ace Zero (Zero Excess)
- Premium Roadside Assistance
- Additional Driver

Ace Cover Options

Your liability to Ace for loss of or damage to the vehicle

Ace Plus

- Ace Plus is an optional product offered and provides peace of mind for your rental by:
- **Eliminating** your potential liability to us to pay up to the ADE for loss of or damage to the vehicle during your rental.
- **Including** Premium Roadside Assistance Cover.
- **Including** Additional Drivers

Ace Basic

Ace Basic is an **optional** product available at all locations which **reduces** your potential liability to us in the event of loss or damage to the vehicle (and other Incident Damages described in **Annexure 2**) from the ADE to the reduced amount specified on the Rental Agreement.

Premium Roadside Assistance Cover (PRAC)

Your liability to Ace for breakdown costs (which are your fault)

PRAC is an optional product available at all locations, which supplements the Roadside Assistance included in your rate. It provides cover for the vehicle recovery and call out costs you would otherwise be responsible for if the reason for the breakdown or call out was your fault. PRAC does not cover the cost of replacing tyres, battery or other parts.

Additional Driver

Additional Driver is an optional product available at all locations. It authorises drivers other than you, to drive the vehicle.

+ Annexure 4 – Privacy

When you rent a vehicle, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree you and your authorised drivers have read and understand we process personal information in accordance with this Annexure 4 and our Privacy Policy available online at www.acerentalcars.co.nz/privacy.

Your personal information is collected and held by Ace. Ace's address is: 39 The Strand, Parnell, Auckland, New Zealand.

How we collect our personal information

We collect personal information from or about you when you request our services to rent a vehicle, when you pick up, access and use a vehicle (if the vehicle has a Vehicle Monitoring System), when you provide your payment details, if the vehicle is in an accident or reported lost or stolen, when you return the vehicle and when you incur charges.

When used, the VMS collects information about the geographical location, distance and speed of the vehicle. We may use the VMS at any time (and so collect such information in relation to your use of the vehicle) where you have not paid amounts due, where you do not return the vehicle, where we have reasonable grounds to suspect that the vehicle is being or will be used for a Cover Exclusion, and to enforce our rights under this Agreement. We may also use VMS where the collection, use and disclosure of your personal information is permitted by the Privacy Act 1993. This information is collected automatically when the VMS is used.

We may take photographs of the vehicle when you pick up and return, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers. We may also take a photo of your person and a photo or photocopy of your drivers licence to confirm the information provided.

Uses and disclosures of personal information

We use personal information for our legitimate interests and operations in connection with providing vehicle rental and related services including permitting access to and immobilising the vehicle, damage monitoring and reporting, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management, enforcing our rights and the promotion of safe driving in New Zealand. We may also use any personal information the VMS collects for any of these purposes.

We may need to disclose your personal information (including personal information the VMS collects) to our related companies, franchisees and agents insurers, our service providers (including online), to authorities who collect fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database, to our debt collection agencies, to other parties involved in an accident with the vehicle during the hire period, your credit card provider in the event you default on the payment of any monies owing to Ace or to any petrol stations in relation to non-payment of goods and services.

Vehicle

If you use a CDP number (price discount) linked to a company, you agree we may share your personal information with that company in relation to your rental.

Overseas disclosures

We may disclose your personal information to companies that may be overseas, including Ace related companies such as the Hertz Corporation in the United States of America, and third parties engaged to provide services to us in connection with the services provided under or relating to this Agreement, including insurance companies.

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your consent, send you direct marketing by email, text message or by post. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send.

Privacy complaints

Our **Privacy Policy** explains how to complain if you believe Ace has interfered with your privacy and how Ace will handle your complaint. Refer to **Annexure 5 (Contacts)** for further information.



Annexure 5 – Contacts

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

Ask Us...

During Your Rental

If you have any questions or problems during your rental (e.g. to change the Return Time or return location) you can telephone our Customer Care Centre or relevant location at any time using the number provided on the **Rental Agreement**.

You can raise any other issues arising from the rental with an **Ace staff member** on return.

Independent Advice

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After Your Rental

Ask our **Customer Care** team.

If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should:

Email Customer Support at info@acerentalcars.co.nz using the contact details provided on the back of the Rental Terms and our team will help resolve any issues.

We aim to deal with all customer contacts within 15 business days.