

Brief Terms and Conditions

All tariffs are in New Zealand Dollars (NZ\$) and are inclusive of New Zealand Goods and Services Tax (GST).

Drivers' requirements and license

For the driver who has the Restricted and Learner's licenses, Yes Rentals do not allow to rent and drive a vehicle. The driver's license must be a Full license. And all drivers must hold a current valid license for the duration of the hire period. An international or country of origin drivers license is acceptable however if the drivers license is not in English format, then an international drivers license or certified translation is also required. Minimum driver age is 21. No maximum age restriction applies. And 5NZD/day young driver fees will be charge between 21-25 years old driver.

Yes Rentals has the right to request two recent (within 3 months) forms of address from the hirer before hiring a vehicle to the hirer.

Daily hire charges

Daily hire charges are calculated on a per twenty-four hour day basis.

Deposit and payments

There is 10% deposit required to secure your booking with Yes Rentals. Rest of 90% of the full payment is taken on the day the rental period commences. For after hours collections, payment is taken the working day prior to rental commencement. If the hirer cancels the booking prior to collection then the cancellation policy will apply.

Credit cards

Our preferred payment methods are by credit card or cash (in NZD). Yes Rentals accepts Visa, MasterCard, however a surcharge fee of 2.5% on all Visa and Mastercard transactions applies. Yes Rentals requires a credit card to be used as a bond on all rentals agreements and this must be the credit card of the main hirer. If you don't have a credit card, we require cash (NZ\$500.00) as a bond for the amount of your excess. Your credit card details or cash bond will be retained by Yes Rentals for up to 90 days following the conclusion of the hire in accordance with these terms and conditions.

Cancellations

Our cancellation fees are as follows:

- Cancelled before the pickup day on the booking, there are no cancellation fees. Yes Rentals will refund the deposit in 3 working days after the hirer emails us the cancellation request.
- Cancelled on the day or no show, 10% of the rental (including accessories and insurance) is payable to Yes Rentals for the cancellation fees.

Amendments

If the rental time is reduced but a refund is required, Yes Rentals will complete the refund within three days of the confirmation of the modification request. If the hirer wishes to extend the rental whilst on hire, they must first obtain authorization from Yes Rentals. Any extension is subject to fleet availability and Yes Rentals will advise of the additional cost. Failure to obtain authorization (i.e. a late return) will result in the hirer being charged the daily rate plus an additional NZ\$200 for each day. If the hirer wishes to change the pick up or drop off location after confirmation of the booking, or during the hire period, authorization from Yes Rentals must be obtained. Subject to the change

being approved, an additional charge of NZ\$800 may apply. If the vehicle is returned early for any reason there is no refund available for the unused portion of the hire. If the hirer's request to change the return location is not granted by Yes Rentals and the hirer does not return the vehicle to the scheduled return location at the required time, the hirer will be liable for all costs associated with the vehicle, including labor, airfare, and even prosecution costs, in addition to the NZ\$800 off-site pickup fee.

Fuel

All vehicles are supplied with a full tank of fuel and accordingly, all vehicles must be returned with a full tank of fuel. If the vehicle is returned without a full tank of fuel, the hirer is liable for the cost of the fuel, plus a fee of NZ\$25.

Extra fees

- If the vehicle is not returned in a tidy condition, a fee of NZ\$200.00 will apply
- If smoking is undertaken inside the vehicle, a fee of NZ\$200.00 will apply.
- No Pets. a \$200.00 cleaning fee will apply.

Traffic infringements and fines: All traffic infringements and fines are the responsibility of the hirer. Yes Rentals will charge the hirer's credit card the cost of the fine, plus a processing fee of NZ\$50 in the event of an infringement or fine being received from a relevant authority. In the circumstances of credit card failure, or no credit card is supplied, Yes Rentals reserves the right to pass on the hirer's details to the relevant authority. If additional court overdue payment and fines are incurred as a result, the hirer must pay the citation, additional fines, court overdue payment, and other related costs.

If, as at the completion date of your rental agreement, any costs associated with your rental have not been paid, or subsequent to this completion date you become liable for additional costs in relation to your rental agreement, we reserve the right to refer your account to a debt collection agency. In these circumstances, and solely at our discretion, you may become liable for all costs incurred by us in relation to the collection of this debt (including but not limited to internal administration fees, legal fees, collection agency fees, and bank fees).

The Hirer agrees that Yes Rentals shall have the right to refuse any rental and/ or terminate the hire and take immediate possession of the Vehicle, without notification to the Hirer, if: (i) the Hirer fails to comply with any of the material terms and conditions of this Agreement, (ii) the Hirer has obtained the Vehicle through fraud or misrepresentation; (iii) if the Vehicle is damaged; or (iv) in the reasonable opinion of Yes Rentals and/or the NZ Police the Authorised Driver(s) do not have sufficient skill or experience to operate the Vehicle in a safe manner or the safety of the passengers or the Vehicle is at risk. In such event the Hirer will: (a) not be entitled to a refund of part of the rental charges; and (b) be responsible for the payment of any towing costs to return the Vehicle to the Return Location plus a fee to cover the reasonable costs of Yes Rentals in arranging the return of the Vehicle. This includes the extension of the hire if the vehicle cannot be recovered to a Yes Rentals depot by the completion of the hire.

Insurance

Yes Rentals does not deduct the insurance excess (bond) from your credit card, but merely hold the authority to deduct it as per these terms and conditions. If you don't have a credit card, we require cash (NZ\$500.00) as a bond for the amount of your excess. If there is no loss/damage or any reported incidents, speeding fines or parking tickets we will send the cash or back to you 3 weeks after your hire ends. The liability for

damage to the vehicle is applicable to the hirer regardless of who is at fault. If the hirer is not at fault, and the third party admits liability, then a refund will be processed upon receipt of payment from the third party. Insurance needs to be renewed in the event of an insurance claim. Insurance does not cover the transportation of a replacement vehicle following an accident.

All damage must be reported within 24 hours for insurance to apply.

Insurance Exclusions

This means there is no cover and the customer is liable for the full cost of repair/replacement to the vehicle, third party property, and accessories hired.

- Damage is caused due to unlawful driving
- The driver receives a charge of reckless or dangerous driving by the New Zealand Police
- Damage is caused when these terms and conditions are breached
- Damage is caused due to negligence or willful conduct
- Damage is caused due to the use of incorrect or contaminated fuel
- Damage is caused due to using the vehicle in contravention of any legislation or regulation
- Insurance options do not cover loss or damage to accessories hired
- Vehicle rollover
- Underbody damage
- Overbody damage
- Driving under the influence of drugs or alcohol
- The hirer takes the vehicle onto a beach or off road
- The hirer takes the vehicle onto road not paved with asphalt, cement, concrete
- Insurance does not cover the cost of repairing damaged car keys/remote and the cost of matching new keys after losing the key/remote.

Excess reduction options

There are four levels of insurance excess options available to the hirer.

– Basic Insurance(Maximum risk Insurance): Our rates include Basic Insurance with an excess of NZ\$4900. The excess fees is NZ\$ 2900 for the order from www.yesrentals.co.nz. i.e. There is no extra cost.

–Reduce risk Insurance: The hirer can choose to pay an additional NZ\$18.00 per day (to a maximum of fifty (50) days) and reduce the insurance excess/bond to NZ\$500.00.

-Zero Risk Insurance: The hirer can choose to pay an additional NZ\$22.00 per day (to a maximum of fifty (50) days) and reduce the insurance excess/bond to NZ\$0 (\$nil).

Zero Risk insurance includes the following:

- \$0.00 Excess for Collision Damage Waiver insurance
- \$0.00 Excess for Vehicle Theft Protection and Third Party Liability Insurance
- \$0.00 Bond
- Windscreen and tire cover
- Premium 24/7 Roadside Assistance

Please note, if the hirer uses Zero Risk insurance and Reduce risk insurance to make a claim during the hire (e.g. in the instance of where a police report is issued, or if the windscreen is replaced) Zero Risk insurance and Reduce risk insurance is void for the remainder of the hire. It is at the discretion of Yes Rentals to decide whether Zero Risk insurance and Reduce risk insurance can be issued again. Zero Risk insurance and Reduce risk insurance does not cover, damage caused from snow chains, underbody or

over body damage (including if the vehicle has a rollover), or towage costs associated with any damage.

– P Plates License Insurance: P Plate Licence holders are required to take out this insurance with their hire at the cost of NZ\$29.00 per day (to a maximum of fifty (50) days).

Mechanical Faults

The hirer shall take all reasonable care to ensure that the vehicle is properly maintained during the hire period. This shall include daily checks of the oil, water and battery. The vehicle is covered by 24 hour, 7 days, road-side assistance for . If the vehicle has any mechanical failures during the hire these issues must be reported to the Yes Rentals as soon as possible in order to give Yes Rentals the opportunity to rectify the issues during the rental. The hirer is not entitled to any refund unless Yes Rentals has been advised of the issue, and has been given the opportunity to rectify the situation. Yes Rentals is not liable for any delay in repair caused by a breakdown occurring on a weekend or public holiday. The owner has the right to decide whether to refund the rent for the unused days, depending on the mechanical problems that caused the hirer to travel. The owner is not responsible for any additional costs or refunds such as accommodation, transportation, meals, and re-rental costs...

Vehicle substitution and design

Should the vehicle booked be unavailable through unforeseen circumstances, Yes Rentals reserves the right to substitute an alternative vehicle without prior notification, and at no extra cost to the hirer or cancel the booking and refund the hirer all monies paid to Yes Rentals. Please note a substitute vehicle may be with a different supplier. In the event of an accident involving the hirer or any additional driver, Yes Rentals is under no obligation to provide a replacement vehicle. The unused portion of the hire is not subject to refund.

Data Collection

Yes Rentals has the right to collect information on the hirer. Specific vehicles in the Yes Rentals fleet collect data on a per journey travelled basis. Yes Rentals has the right to retain such information, and has the right to use said information at its own discretion.

Important

Yes Rentals reserves the right to amend these terms and conditions, vehicle specifications and tariffs at any time without prior notice. Yes Rentals reserves the right to refuse any rental at its own discretion.