

## **Yes Rental Terms and Conditions**

### **1. Parties**

This agreement sets out the terms and conditions of hire entered into between the cardholder and the person taking possession of the vehicle (hereinafter jointly and severally referred to as 'the hirer') and Yes Car Rentals Limited (hereinafter referred to as 'the vehicle owner').

### **2. Vehicle Description**

'The owner' will let and 'the hirer' will take on hire the vehicle detailed on the Rental Agreement. This and any other vehicle provided is hereinafter referred to as 'the vehicle'.

### **3. Authorised Drivers**

3.1 Only those persons named on the Rental Agreement shall be permitted to drive any of the vehicles supplied under this agreement, and then only if those persons hold a current full (non-probationary) drivers licence appropriate for the vehicle at the time that they are driving the vehicle. The minimum age for drivers is 21 years. If the driver which is 21-25 years old (including 25 years old), the customer have to pay 5 NZD per day for the young driver fees. The Hirer must pay 5 NZD per day for each Additional Driver.

3.2 When picking up the car, the rental company will require the Hirer to provide a driver's license, passport (passport is required for Hirer with a non-New Zealand driver's license), and translation (translation is required for driver's licenses where the language of the driver's license is not English) All documents (driver's license, passport, and translations files) must be originals and physical copy. Photographs and electronic versions of documents are not permitted. The car rental company will record and photograph the information on the documents and has the right to provide the police with the information on the renter's documents in order to cooperate with the police investigation.

### **4. Terms of the Hire and Vehicle Charges**

The owner agrees to provide, and the hirer agrees to purchase the car rental services described on the Rental Agreement.

The hire will terminate when the vehicle is returned to the rental location specified in the Rental Agreement. 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. Please phone Yes Rentals if you wish to extend your rental, and if this is possible we will always oblige. Vehicle hire charges, extra item charges, insurance fees, and off-hour services fees are non-refundable and non-transferable if the hirer returns the car earlier or after the hirer picks up the car. In the event that the hirer cancels or voids the agreement, or returns the vehicle earlier than stated in the agreement, no refund applies.

### **5. Amendment or cancellation**

5.1 Any amendment to the Hirer's booking must be approved by the Owner. If an amendment occurs and is approved, the rental rate applicable may be recalculated based on the then current applicable rental rate for the Vehicle.

5.2 The Hirer may cancel its booking of the Vehicle at any time prior to picking up the Vehicle by giving the Owner written notification. The hirer can apply to the owner to cancel the order by email([info@yesrentals.co.nz](mailto:info@yesrentals.co.nz)) at any time before the time of picking up the car on the car rental booking confirmation letter. The owner will not charge any cancellation fee.

If the hirer fails to pick up the car on time as the pick up time on the car rental confirmation letter and fails to inform the owner to modify the time of picking up the car in advance, this will be defined as automatic abandonment of the order, and the owner will not refund the deposit of 10% of the total car rental cost.

5.3 Any amounts refunded to the Hirer under clauses 22 and 23 are subject to an administration fee to cover the cost of processing the refund of 10% of the refund due, or NZD\$35.00, whichever is higher.

### **6. Off-hour Charge**

Our company will charge 45 New Zealand dollars per time from the hirer if the hirer returns or pick up the car after our working hours.

### **7. Other Products and Services**

The owner agrees to arrange and the hirer agrees to purchase any additional products and services as detailed on the Rental Agreement.

## **8. Total Charges for Vehicle Hire and Other Products and Services (Including GST):**

The hirer is responsible for the correct fitting and use of any accessories supplied. The hirer is fully liable for the full replacement cost up to \$500 per item in the event that any of the accessories detailed on the Rental Agreement are lost, stolen or damaged.

## **9. Acceptance of Rental Terms & Conditions**

The hirer agrees to be bound by all of the terms and conditions of hire. The hirer acknowledges that he or she is fully liable for any excess owing due to damage of the rental vehicle (see clause 15) irrespective of fault.

Refer to clause 16 for collision damage waiver (CDW) conditions.

The hirer agrees that he/she has presented the credit card details noted on the Rental Agreement as a bond for the hire and that the owner is irrevocably authorised to charge this credit card for any actual or consequential liability arising out of the Rental Agreement. The cardholder and the hirer are jointly and severally liable under the terms of this agreement.

## **10. Use of the Vehicle**

10.1 The hirer must not use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the knowledge of the owner for use in a passenger service licensed under part 4A of the Land Transport Act 1998.

10.2 The hirer cannot do any of the following things otherwise any insurance will not cover any damage caused by it.

Sublet or hire the vehicle to any other person;

Allow the vehicle to be operated outside his or her authority;

Operate the vehicle, or allow it to be operated, in circumstances that constitute an offence against section 56, 57, or 58 of the Land Transport Act 1998.

Operate the vehicle or allow it to be operated in a race, speed test, rally, or contest;

Operate the vehicle or allow it to be operated in breach of the Land Transport Act 1998, the Land Transport (Road Safety and Other Matters) Amendment Act 2011, Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;

Operate the vehicle or allow it to be operated for the transport of more than the number of passengers or more than the gross vehicle mass specified in the certificate of loading for the vehicle;

Drive or allow the vehicle to be driven by any person, if at the time of driving, the driver is not the holder of a current full (non-probationary) driver licence appropriate for the vehicle;

Operate the vehicle, or allow it to be operated to tow or propel any other vehicle, except any luggage trailer supplied by the owner.

10.3 The hirer shall ensure that:

(a) All reasonable care is taken to protect the vehicle from damage while driving, parking, and when the vehicle is not in use, including taking precautions against wildlife, unattended livestock, low-clearance signs, avoidable obstacles on the road, weather conditions, and other external risks;

(b) The vehicle is locked and secure at all times when it is not in use;

(c) No person interferes with any part of the engine, transmission, braking or suspension systems;

10.4 The hirer shall ensure that no person smokes and drink alcohol (such as Beer, Whiskey, Alcoholic beverage) inside the vehicle.

10.5 The hirer shall ensure that a copy of this agreement is:

(a) Kept in the vehicle throughout the term of the hire or save at your mobile phone

(b) Produced without delay for inspection on demand by an enforcement officer.

## **11. Petrol and Other Fuel**

11.1 The hirer is responsible for the cost of fuel used during the hire.

11.2 If the hirer elects to take the fuel purchase option at the start of the hire, no refund is made for remaining fuel on return of the vehicle.

11.3 If the fuel purchase option has not been taken at the start of the hire, then the vehicle should be returned with a full tank. In the event that the vehicle is returned with less than a full tank a \$25 refuelling surcharge applies. The hirer is absolutely liable for the cost to refuel the vehicle and the refuelling surcharge.

## **12. Activation of Warning Lights, Breakdown and Mechanical Repairs**

12.1 If any warning light is activated or if the vehicle requires mechanical attention the driver must stop driving and contact either the owner or AA Assist.

12.2 The hirer shall not arrange or undertake any repairs or salvage without the owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. However, the owner's authorization is still required before repairs can begin. If the hirer repairs the vehicle without the owner's authorization, all repair costs will be borne by the hirer, and if the repair does not pass the owner's safety inspection, the hirer will be responsible for all costs of repairing the vehicle again. In all cases receipts must be submitted for any repair.

12.3 If the vehicle becomes unfit to drive due to a breakdown that was not the fault of the hirer, the owner will refund to the hirer the rental charges that relate to the period during which the car could not be used. The owner undertakes to arrange repair or replacement with another vehicle as soon as practicable.

12.4 24 Hour roadside assistance is free for all inherent mechanical faults (as determined by the owner or its authorised repairer) related to the vehicle specified in the rental agreement provided the fault does not arise from any unauthorised use of the Vehicle in breach of clause 10. For all other roadside assistance call outs including refuelling, jump starts, tyre related incidents or keys locked in the vehicle, a service fee will be charged unless you have purchased optional Roadside Assistance Cover.

12.5 Roadside Assistant services does not apply if the vehicle has been used in breach of clause 10.2.

12.6 Roadside Assistance Services means the following services for the payment of the Roadside Assistance Cover Fee specified in the rental agreement; refueling up to 6 liters where the hirer runs out of fuel, changing flat tires, provision or a replacement battery or "jump start" where you have a flat battery due to the hirer leaving the lights on, air conditioning, entertainment system(s) or other electrical equipment running while the ignition is off. Road rescue service is a separate project, and you can enjoy it free of charge only if you buy our Roadside Assistance service. Otherwise, Roadside Services Fees (Emergency Rescue Fee) are a minimum of 120 NZD per time (Prices may vary depending on your location, the time spent on the rescue, and the difficulty of the rescue). This does not include the Towing Fees. The customer needs to pay the towing fees to the towing car company themselves. Towing and recovery services resulting from lost keys will not be covered by Roadside Assistance.

## **13. Accidents**

13.1 In the event of an accident the hirer shall:

- (a) Notify the owner of the full circumstances as soon as practical;
- (b) Notify the NZ Police if the accident involves injury;
- (c) Record full details of all parties, witnesses to, and vehicles involved in the accident, as well as the location/street;
- (d) Provide the owner with a written statement of facts signed by all parties involved and a copy of the Police report upon returning the vehicle;
- (e) Ensure that all relevant evidence related to the accident is collected and provided to the owner, including photos, witness contact information, and any third-party details;
- (f) Acknowledge that the owner of the vehicle will not be responsible for any additional costs incurred in investigating vehicle damages.

13.2 In the event of an accident the hirer shall not:

(a) Make any admission of liability;

(b) Arrange or undertake any repairs or salvage without the owner's prior authority except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

13.3 In the event that an accident renders the vehicle unfit to drive, the owner will make no refund for the unused hire period (including CDW payment if applicable) and the provision of a replacement vehicle shall be at the owner's sole discretion. The owner shall not be responsible for the cost of transporting the hirer and any accompanying passengers away from the accident location. In the event that the owner decides to offer the hirer an alternative vehicle, the vehicle shall be made available at the closest branch, not delivered to the accident location. The owner reserves the right to provide the replacement vehicle subject to an increased hirer's liability and/or to decline to offer CDW cover for the replacement vehicle.

13.4 If the hirer is involved in a third-party accident, the car rental company, as the vehicle's owner, will handle third-party insurer interactions to defend the hirer's reasonable rights. This will incur an administration charge of NZD 60, which will be borne by the hirer. The hirer must pay an Excess Fee for damages, which includes the administrative fee. If the third party is found responsible, the company will refund the Excess Fee minus the administration charge.

13.5 In the event of any damage to the vehicle, the car rental company will arrange for repairs and the hirer will be required to pay an administration fee of NZD 60 for each damage to the vehicle.

#### **14. Insurance Exclusions**

14.1 The indemnities above shall not apply where the damage, injury or loss arises when:

(a) The driver of the vehicle is under the influence of alcohol or any drug that affects his or her ability to drive the vehicle;

(b) The vehicle is in an unsafe or unroadworthy condition that arose during the course of the hire and that caused or contributed to the damage or loss, and the hirer or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;

(c) The vehicle is operated in contravention of clause 10.1, 10.2 or 10.3 of this agreement. In respect of breaches of clause 10.2 (e), this exclusion shall only apply where in the reasonably held opinion of the owner such a breach is wilful, reckless, or of sufficient gravity that it results in the driver being disqualified from driving in New Zealand for any period (loss of licence).

(d) The vehicle is driven by any person not named in clause 3 of this agreement;

(e) The vehicle including its accessories and spare parts is wilfully or recklessly damaged by the hirer or any other person named in clause 3 of the agreement or driving the vehicle under the authority of the hirer, or is lost as a result of wilful or reckless behaviour of the hirer or any such person;

(f) The vehicle is operated off-road or on any beach including Ninety Mile Beach and Te Paki stream bed.

(g) ALL vehicles (including 4WD vehicles) are prohibited from driving on ALL 4WD tracks.

(h) The following roads are also specifically excluded: Deer Park, Skippers Canyon, the road to Macetown, Tasman Valley Road (also known as old Ball Road), Matukituki Road beyond the Treble Cone access road turn off, Glenorchy-Paradise Road beyond Priory Road turn off.

(i) The vehicle including its accessories and spare parts is damaged as a result of submersion in water, including crossing creeks, Puddles, rivers or flooded fords.

(j) The vehicle is operated outside the term of the hire;

(k) The vehicle including its accessories and spare parts is damaged as a result of incorrect fitting or use of snow chains or ski/snowboard racks or bicycle racks;

(l) The vehicle including its accessories and spare parts is damaged by any item carried inside or outside the vehicle, such as a surfboard or bicycle;

(m) Accidents or damage to vehicles in illegal parking areas.

(n) The hirer fails to fulfill the obligations outlined in clauses 13.1 and 13.2.

14.2 Regardless of whether you have chosen zero-risk insurance, reduce-risk insurance, standard-protection insurance

or basic insurance, you will not be covered for any loss referred to in clause 15 if

14.2.1. You or anyone driving the vehicle is under the influence of any intoxicating substance, drug or alcohol;

14.2.2. The vehicle is used in an unsafe or damaged condition, and the person driving the vehicle was or should have been aware of this;

14.2.3. You or anyone else drives the vehicle in any race, speed

test, rally, hill climbing or contest;

14.2.4. Anyone drives the vehicle who is not named on page 1 of the Rental Agreement, or does not have a valid and full drivers licence;

14.2.5. You or anyone else driving the vehicle causes any loss or damage by committing any intentional or reckless act or omission, including a reckless or intentional serious traffic offence;

14.2.6. You or anyone else drives the vehicle on any beach, riverbed, or private road;

14.2.7. Damage is caused due to unlawful driving

14.2.8. The driver receives a charge of reckless or dangerous driving by the New Zealand Police

14.2.9. Damage is caused when these terms and conditions are breached

14.2.10. Damage is caused due to negligence or wilful conduct

14.2.11. Damage is caused due to the use of incorrect or contaminated fuel

14.2.12. Damage is caused due to using the vehicle in contravention of any legislation or regulation

14.2.13. Insurance options do not cover loss or damage to accessories hired

14.2.14. Vehicle rollover

14.2.15. Underbody damage

14.2.16. Overbody damage (Installation of any item outside the bodywork that increases the size of the vehicle, resulting in damage to the vehicle and to third-party vehicles and persons)

14.2.17. Any loss of, or damage to any property stolen from the vehicle or otherwise lost or damaged during the rental.

14.3 The Zero Risk Insurance package is unavailable for the customer from <https://www.transfercar.co.nz/>. The transfer car customer only can choose the insurance packages of the Reduce Risk insurance or Standard Protection insurance.

## **15. Hirer's Liability for Damage**

15.1 In the event that the hirer elects not to purchase Excess Reduction Cover (Zero Risk Insurance, Reduce Risk Insurance and Standard Protection Insurance), the hirer is absolutely liable for any damage (including damage caused by hail, storms, earthquake or other natural disasters and any loss or damage caused by Force Majeure Event.) up to the full amount of the excess liability specified irrespective of fault.

In this context damage includes:

(a) Any and all damage to the vehicle including windscreens, tyres, break-in or vandalism, theft, fire, towing and recovery costs.

(b) Damage to third party property;

(c) Loss of use of the vehicle by the owner during the period the vehicle is off fleet for repair. This period is charged at the daily rental rate for the vehicle shown in clause 4.

15.2 The hirer's liability for damage applies in respect of each separate accident or incident, not each rental.

15.3 If the hirer causes the snowboard to fall and be damaged during the use of the snowboard roof rack rented from the owner, the owner is not liable and will not be compensated for the damage caused. If any injury occurs to the child during the hirer's use of the child seat rented from the owner, the owner shall not be liable or compensated for the damage caused. If the hirer causes any damage to the vehicle and snow chains during the use of the snow chains, the

hirer is liable and responsible for the corresponding damage.

15.4 If the hirer is not willing to use the credit card as the deposit, our company will charge the Excess fee according to the Rental Agreement. If the vehicle doesn't have any bumps, the Excess payment will be returned to the customer's credit card after 60 working days which the customer returns the car. Additional insurance payments will not be cancelled and refundable, And the insurance is only for hire and first damage. No responsibility will be taken for the rest of the damage.

## **16. Collision Damage Waiver and Insurance Explanation**

16.1 Collision Damage Waiver (CDW) reduces the hirer's liability for damage under clause 15 to the agreed excess (deductible) subject to the following conditions and exclusions.

CDW does not cover damage or loss associated with:

- (a) Any of the circumstances detailed in clause 14;
- (b) Cost of recovering a car that has become bogged or immovable;
- (c) Cost of replacement of lost or stolen car keys, and the damage to the car keys
- (d) Cost associated with the incorrect use of or contamination of fuel (diesel or petrol);
- (e) Cost of repair or replacement of other products detailed in clause 7;
- (f) Costs arising under clause 17.

16.2 In the event that the vehicle is replaced under clause 13.3, CDW is not transferable to the replacement vehicle.

### **16.3 Insurance Explanation**

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. If the third party cannot be located, the third party flees, cannot be contacted or the third party denies responsibility for the damage caused, then the hirer is responsible for the full cost (up to Maximum Excess) of repairing the damage to the rental vehicle. 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.

#### **Excess reduction options**

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

Drivers holding licenses from different countries may be subject to varying insurance rates. The cost of insurance (Zero-Risk Insurance, Reduce-Risk Insurance, Standard-Protection Insurance) will differ based on the country of issuance of the driver's license.

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

– Standard Protection Insurance: The hirer can choose to pay an additional fee (to a maximum of fifty (50) days) and reduce the insurance excess/bond to NZ\$1200.00.

– Reduce Risk Insurance: The hirer can choose to pay an additional fee (to a maximum of fifty (50) days) and reduce the insurance excess/bond to NZ\$600.00.

– Zero Risk Insurance: The hirer can choose to pay an additional fee (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

Please note that if the Hirer makes a claim under any of the following insurance options—Zero Risk Insurance, Reduce Risk Insurance, Standard Protection Insurance, or Basic Insurance—during the hire period (for example, in cases involving body scratches or the repair or replacement of windows or tyres), the selected insurance coverage will become void for the remainder of the hire. From that point onward, any further damage or accidents will not be covered, and the Hirer will be fully responsible for all resulting costs. There will be no limit to the amount payable by the Hirer, and the final cost will be determined based on the actual losses incurred by all parties involved.

In such circumstances, all related excess fees will be assessed at the sole discretion of Yes Rentals based on the extent of the losses. Once the damage assessment and resolution process has been completed, the Hirer will be provided with all relevant invoices corresponding to the amounts charged.

Please also note that Zero Risk Insurance, Reduce Risk Insurance, Standard Protection Insurance, and Basic Insurance do not cover damage caused by the use of snow chains, underbody or overbody damage (including if the vehicle rolls over), or towing costs related to any form of 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).

## **17. HIRER'S LIABILITY FOR CLEANING CHARGES**

17.1 If the vehicle is returned in an excessively dirty condition that requires extraordinary cleaning or deodorising, the hirer is absolutely liable for the full cost of this cleaning or repair and any consequent loss of use of the vehicle. NZ\$200.00 cleaning fee will apply.

Such charges include but are not limited to cleaning of:

- (a) Spillage of fluids such as drinks, milk, oil, paint, etc.;
- (b) Perishable food;
- (c) Removal of hair, stains and odours due to animals in the vehicle;
- (d) Fish and associated smells;
- (e) Vomit;
- (f) Cigarette/cigar smoke smells.

## **18. Fine or other infringement notice?**

18.1 The Hirer is liable for all penalties, fees and fines incurred during the Hire Term relating to speeding, traffic, toll and/or parking offenses, whether or not the Hirer was the driver at the time; including infringement fees for:

- (a) Speeding offenses, offenses in respect of failure to comply with directions given by a traffic signal or toll offenses detected by approved vehicle surveillance equipment;
- (b) Parking violations and vehicle clamping fees including parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004;
- (c) Offenses under section 20(1) of the Freedom Camping Act 2011 involving the use of the Vehicle.

18.2 If the Hire fails to settle the payment for any received parking violation ticket, the Hirer will be liable for any late payment fee associated. The Owner may pay the outstanding fee (including the late payment penalty fee) on behalf of the Hirer and will recover such amount plus an administration fee of NZ\$45 from the Hirer's credit card.

18.3 If the Hirer commits a speeding, traffic, parking, or freedom camping offense during the Hire Term, the Owner will transfer the liability for the offense to the Hirer and the Hirer authorizes the Owner to provide such necessary information to the relevant issuing enforcement authority for this purpose. The owner will charge an administration fee \$45 NZD to the Hirer's credit card to cover the cost of transferring the offense to the Hirer and sending relevant notices to the Hirer.

18.4 The Hirer shall be solely responsible for any toll road charges incurred during the period of vehicle rental. The Owner bears no obligation to cover these expenses on behalf of the customer.

If the Hirer uses the Toll Road during the Hire Period, the Hirer must finish the payment on the NZTA website before using the Toll Road, or within 5 working days after using the Toll Road.

In the event that the Hirer fails to make timely payment, resulting in the Owner receiving a payment notice from NZTA, the Owner retains the right to implement the following measures:

- a. Imposing an administrative fee of 25 NZD on the Hirer's registered bank card and transferring the responsibility to the Hirer;

b. Charging the outstanding amount specified on the NZTA payment notice from the Hirer's registered bank card, along with an administrative fee of 25 NZD, and pay the notice on behalf of the Hirer.

18.5 In the event that the Owner is unable to transfer liability for the offense to you by passing on your details to the relevant authority, the Owner will charge the Hirer's per-authorization Credit Card for the total amount of the offense plus an administration fee \$45 NZD and the Owner will pay this to the appropriate authority.

18.6 The Hirer has the right to challenge, complain about, query, or object to the alleged offense to the relevant issuing enforcement authority, and has a right to seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

18.7 In cases where the responsibility for the offense is clearly defined (the Hirer in fact commits the offense), regardless of whether the issuing authority decides to waive payment, this administration fee is non-refundable.

## **19. Return of the Vehicle and Termination of the Hire**

19.1 The hirer shall, at or before the expiry of the term of hire, return the vehicle (including car keys) to the location specified in clause 4 of the agreement, or obtain the owner's consent to the continuation of the hire changes to the return date and time and/or return branch are subject to vehicle availability and may not always be possible.

19.2 If the vehicle is returned to a different location than that specified in clause 4 without the owner's prior consent an additional fee of up to \$800 may be charged at the owner's sole discretion.

19.3 The owner shall have the right to terminate the agreement and repossess the vehicle (and for that purpose enter any premises and remove the vehicle) at any time, without notification to the hirer, and the hirer will pay reasonable costs of repossessing the vehicle, including towing charges, in any of the following circumstances:

- (a) The hirer is in breach of any material term of this agreement;
- (b) The hirer has obtained the vehicle through fraud or misrepresentation;
- (c) The payment for the rental is in arrears;
- (d) The vehicle appears to be abandoned;
- (e) The vehicle is not returned on the agreed return date;
- (f) The vehicle is damaged;
- (g) The owner considers, on reasonable grounds, that the vehicle is endangered.
- (h) The NZ Police recommend that the owner terminate the hire in the interests of road safety.

In the event of such termination or repossession the hirer has no right to a refund of any part of the rental charges. The termination of the hire under this clause shall be without prejudice to the other rights of the owner under this agreement or otherwise.

## **20. Calculation of Charges**

20.1 The owner calculates rental days as the number of consecutive 24-hour periods starting at the earlier of the time the rental was booked to start or the actual start time and finishing at the later of time the rental was booked to finish or the actual finish time. An extra day is charged after allowing a grace period of 59 minutes. Notwithstanding this, clause 4 applies in the case of unauthorised late return.

20.2 Extensions authorised by the owner are charged at the same daily rate as the original rental.

20.3 All transactions under this agreement are calculated in New Zealand dollars. Due to exchange rate fluctuations and bank charges there may be variance between amounts charged and amounts refunded to the hirer's credit card. The owner accepts no liability for any such variations.

20.4 The hirer will be responsible for the entire cost of the hire should the hirer's agent's voucher they present not be paid within 60 days by the hirer's agent. The total payment will be charged to the hirer's credit card given to the owner as a security bond. The hirer agrees their only recourse is through the hirer's agent in the event of such an occurrence.

## **21. Release and Indemnity of the Owner**

21.1 The hirer releases the owner and its employees and agents from any liability to the hirer, for any loss or damage



incurred by the hirer by reason of rental, possession or use of the vehicle.

21.2 The hirer hereby indemnifies and shall keep indemnified the owner and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer by reason of the hirer's use and/or possession of the vehicle.

21.3 Any indemnity required of the hirer shall not operate to indemnify the owner in respect any negligent act by the owner.

## **22. Personal Injury, Personal Property and Storage of Property**

22.1 Physical injuries as a result of an accident while in New Zealand are covered in most cases under the IPRC Act 2001.

22.2 The owner strongly recommends that all people travelling in New Zealand take out Personal Travel Insurance. The owner does not accept any liability for:

- (a) Personal injuries sustained during the rental;
- (b) Damage or loss of the hirer's personal property;
- (c) Property belonging to any other person which is carried in the vehicle.

22.3 In the event that the hirer or any other person leaves any property with the owner for any reason this is entirely at that person's own risk and the owner will not accept any liability for damage or loss for any reason whatsoever.

## **23. Claims Against Third Parties**

23.1 The owner is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to the owner. The owner will provide an invoice for any amount paid to the owner by the hirer.

23.2 In the event that the hirer arranges alternate insurance cover (including complimentary credit card insurance) for the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the full sum directly to the owner and the owner will provide an invoice for the sum paid. It is not the owner's responsibility to provide to the hirer or any other party alternate repair quotes, police reports, photographs or any other information that may be required to substantiate the hirer's subsequent claim on their insurance.

23.3 If the hirer causes damage to a third party's vehicle during the rental period, the owner is entitled to temporarily collect the Excess of the third party liability insurance of 2000-4900NZD for a period of three months, pending a claim from the third party's insurance company. If the third party does not approach the owner within three months of the accident, the third party is deemed to have waived the claim and the owner is entitled to a refund of Excess which collects from the hirer of 2000-4900NZD for the third-party liability insurance.

## **24. About All the further costs (Administration Charges, Damage of vehicle, Third part Damage etc.)**

24.1 The Hirer authorises the owner to deduct, any costs or charges required to be paid by the Hirer under this Rental Agreement from the Hirer's credit card during or after the Hire Term (and the Hirer agrees not to revoke this authority without the written consent of the owner). Without limiting the owners' rights under this clause 24, the owner will endeavour to contact the Hirer to discuss any such insurance excess fees charges after cause damage before making any deduction.

24.2 If the Hirer fails to pay any money due under or in connection with this Rental Agreement within 14 days of the due date for payment, the Owner may, without prejudice to any other rights or remedies the Owner may have, charge the Hirer an amount equal to the reasonable costs incurred by the Owner in connection with the collection of any unpaid money, including costs charged by any debt collection agency and any legal fees. If the hirer does not complete payment of the arrears within 14 days of the end of the return date, the owner has the right to ask a debt collection agency to collect the money from the hirer. And the hirer is liable to pay any costs associated with collection. If the owner refers the account to a debt collection agency, the hirer will be liable for debt collection costs.

24.3 If the hirer fails to pay the full amount due at the time of return the car, the owner has the right to charge the balance due amount to the hirer's credit card. If the hirer causes damage to the vehicle and then flees and does not fulfill the provisions of this clause, the owner has the right to charge the hirer's credit card for the maximum insurance excess amount for the repair of the vehicle, and the hirer has no right to apply to the bank for recovery or cancellation of the charge for any reason. If the credit card is invalid or the chargeback fails, the owner has the right to sue the hirer and provide all relevant information about the hirer to the court and the police.

24.4 These Terms and Conditions will come into effect after being signed by the hirer, after the effects of the Terms and Conditions, if the hirer violates this Terms and Conditions, he/she shall be liable for all costs incurred by the owner in pursuing the hirer for the breach of contract, in addition to the corresponding costs. Including but not limited to lawyer's fee, litigation fee, public notice fee, appraisal fee, transportation fee, etc.

## **25. Refund Policy**

25.1 Cancellations of the Yes Rentals Official website order could be requested prior to the pick-up time of the rental order and the 10% deposit paid will be fully refunded.

25.2 If the hirer has purchased insurance from Yes Rentals, the insurance is automatically in effect from the pickup date and time on the order and is non-refundable. Insurance cancellations and refunds can only be requested prior to the pickup date and time.

25.3 If the car is returned early after pick up, the rental company will not refund the unused days of rental and insurance.

25.4 Refunds for the rental fees and additional accessories are not available after the pickup date and time on the order. Refunds are not available for No show orders.

25.5 No refunds will be made for unused days resulting from the untimely pickup of the car by the hirer. All vehicles will be available for pick-up at the time and date booked by the hirer. If the hirer exceeds the reserved pick-up time by more than 3 hours and does not contact the car rental company in advance, the rental company will cancel the order and will not refund the deposit, the first day's rental fee and the insurance.

25.6 For orders which do not place on the Yes Rentals official website([www.yesrentals.co.nz](http://www.yesrentals.co.nz)), hirers are responsible for obtaining refunds from booking platforms and third-party websites, and Yes Rentals' refund policy does not apply to refunds from booking platforms and third-party websites.

## **26. Driver License Policy**

26.1 The hirer must have the Full Driver License. (Learner, Restricted, Probationary Driver License are NOT allowed to rent the car from us)

26.2 The minimum Driver age is 21 years old. The young driver is 21-25 years old. The young driver fees is 5NZD per day.

26.3 The Driver must be having a minimum of 1-year of driving experience. The driver must not have any bad driving record, such as drunk driving, dangerous driving, and driving without a license.

26.4 The Driver's License condition must allow the driver to drive a vehicle that has a gross laden weight (GLW) or gross combined weight (GCW) of 4500kg or less.

26.5 Translation required if licence not in English

If your overseas driver licence isn't in English, you must provide an original translation from an approved source together with your physical driver licence.

The approved sources are:

- 1. a diplomatic representative at a high commission, embassy or consulate, or
- 2. the authority that issued your overseas licence, or
- 3. a translation service approved by Waka Kotahi NZ Transport Agency. An international driving permit (issued in accordance with a United Nations Convention on road traffic) may be acceptable as a translation. A list of approved translation services is available on the website at [www.nzta.govt.nz/translators](http://www.nzta.govt.nz/translators).

## **27. Bond Policy**

The deposit will be pre-authorized, which means we just hold the bond/deposit amount(Such as 250NZD) from your Credit card. We did not charge from your credit card. After you return the car, the pre-authorization will be automatically released within 3-5 working days after the car is returned. It depends on the operating hours of your bank. If in doubt, you can contact your bank to check the progress of the cancellation of pre-authorization. You will not receive the refund of 250 NZD, because we did not charge your 250 NZD, the money is always in your account.

Sometimes, for debit card users or card issues, we may do the manual release, so you may find that +1NZD refund or -250NZD(pending transaction) on your account, which means that we have released your bond by -1NZD charge and

+1NZD refund. The -250(pending transaction) will disappear after your drop off the car in around 5-7 working days. The 250NZD is always on your account. Thanks.

## **28. Pet Policy**

Pets are allowed in rental vehicles. However, the following requirements must be observed:

1. Customers need to keep pets crated and return their rental car in clean condition.
2. A maximum of one dog/pet per vehicle
3. An additional booking fee of \$200 per hire applies (to cover standard cleaning for your dog/pet).
4. Well-behaved and registered dogs are welcome to join you on your adventure
5. Please check that your dog/s are clean and dry before entering the vehicle
6. While travelling, please safely restrain your dog/s in the rear of the vehicle
7. At pick-up and drop-off, please ensure that your dog/s are secure on a lead, supervised by an adult, and remain outside of our branch
8. Please don't leave your dog/s unattended in the vehicle
9. In the event that the vehicle is returned in an unacceptable manner due to unreasonable damage or soiling caused by your pet, YES RENTALS reserves the right to charge an additional fee to your credit card, to pay the cleaning cost or repair the vehicle damage caused by hirer's pet.

Service animals used by customers with disabilities are allowed in the vehicle without a carrier.

We recommend that you plan ahead, checking that dogs are permitted at your intended destination. Many of NZ's holiday parks now accept dogs, but some may not be able to accommodate them. Please also take note of reserve areas and beaches that have restrictions

Please note that costs arising from damage and soiling caused by pets are not covered by YES RENTALS's any insurance plan/package. These costs are the responsibility of the hirer.

## **29. Payment Policy**

29.1 For the bank card payment method, we accept Master Card(Credit Card and Debit Card), and Visa(Credit Card and Debit Card), but we currently do not accept any American Express Card.

29.2 For the Master Credit Card and Visa Credit Card payment methods, we will charge an extra 2.5% of the total payment amount for the merchant fees.

29.3 Yes Rentals do accept cash payment, but the cash can not use for Bond Authorisation.

29.4 Yes Rentals will retain your credit card information for a duration of three months from the date of your rental reservation. Upon the expiration of the three-month retention period, your credit card information will be promptly and securely deleted from our records. The sole purpose of retaining your credit card information is to facilitate any potential payment or billing transactions related to your rental services.

Yes Rentals commits not to use your credit card information for any unauthorized transactions or purposes beyond the scope of this agreement.

Yes Rentals respects your privacy, and your credit card information will be kept confidential and will not be shared with third parties, except as required by law.

## **30. Other**

30.1. 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.

30.2. 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:

30.2.1. the Hirer fails to comply with any of the material terms

and conditions of this Agreement,

30.2.2. The hirer has obtained the Vehicle through fraud or misrepresentation;

30.2.3. If the Vehicle is damaged; or

30.2.4. 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.

30.3. In such an event the Hirer will:

30.3.1. not be entitled to a refund of part of the rental charges; and

30.3.2. 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.

**Privacy Act**

The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner is unable to hire the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer; or any organisations responsible for the processing or handling of traffic related infringements; and the hirer hereby authorises the disclosure of their personal information for such purposes.

***Disclaimer:***

*These Terms and Conditions were uploaded in July 2025 and are provided for reference only. In the event of any updates or changes, the latest version published by our company shall prevail.*