

## TERMS AND CONDITIONS

**By becoming a Cityhop member, I agree to the terms and conditions as stated below.**

### 1. Definitions

In this document:

Car refers to a car within the Cityhop fleet that a Driver is permitted to drive for the Booking Period.

Cityhop means CITYHOP limited, company #1894152, incorporated with a registered address of Level 9 West Plaza, 1-3 Albert Street, Auckland.

Cityhop card means the membership card that Drivers receive which allows them to access a Car for the Booking Period.

Account Holder means a person or organisation that has agreed to these Cityhop Terms and Conditions and takes full responsibility for the payment of all fees, charges, fines and costs incurred by all the Drivers linked to their account as set in these Terms & Conditions. An individual may be both an Account Holder and Driver. An organisation is an Account Holder only.

Driver means a person that has agreed to these Cityhop Terms and Conditions and has been accepted by Cityhop as someone that can drive a Cityhop car. An individual may be both an Account Holder and Driver. A Driver must be authorised by Account Holder to be linked to their account if the Account Holder and the Driver are two separate entities.

Booking Period means the time that the Driver has pre-booked for use of a Cityhop. The Booking Period can be extended in accordance with these Terms and Conditions.

Reserved Parking Space means the reserved space in which the Car is parked when not in use by a Driver.

**Terms and Conditions means these terms and conditions.**

### 2. How to become a Cityhop Account Holder

1) A person or organisation may apply to be accepted as a Cityhop Account Holder by:

- a. submitting an application online;
- or

b. Completing, signing and return to Cityhop a copy of Cityhop's application forms.

2) An application to be a Cityhop Account Holder can only be accepted if:

- a. the applicant agrees to be bound by these Terms and Conditions;
- b. the applicant completes all parts of the application forms that Cityhop deems required information. Required information includes but is not limited to certain bank account or credit card information; and
- c. direct debit of the application fees are accepted.

3) If the applicant is a Business or organisation the employees authorised to use the cityhop card are bound by the terms and conditions.

### 3. How to become a Cityhop Driver

1) A person may apply to be accepted as a Cityhop Driver by:

- a. submitting an application online;
- or

b. Completing, signing and mailing to Cityhop a copy of Cityhop's application forms.

2) An application to be a Cityhop Driver can only be accepted if:

- a. the applicant agrees to be bound by these Terms and Conditions;
- b. the applicant completes all parts of the application forms that Cityhop deems required information. Required information includes but is not limited to certain disclosures regarding the applicant's driving and insurance history;
- c. the Driver gains authority from the Account Holder to be linked to an Account Holder's account if the Account Holder and the Driver are two separate entities;
- d. direct debit from the Account Holder of the application fees are accepted; and

3) The Driver must provide Cityhop with correct information when applying to be a Driver (including, without limitation, the Driver's name, address, age and driving history). It is the Driver's responsibility to update Cityhop with any changes to this information during their membership.

### 4. The Cityhop Card

1) Cityhop will issue each Driver with a Cityhop card upon acceptance of the Driver's application for membership and receipt of the Driver's application fees.

2) Drivers must access the Cars using their Cityhop card. The card is to be used to lock and unlock the car during the booking. The Key MUST not leave the car. The driver will be fined - refer section 8(7).

3) Drivers who misplace their Cityhop card must inform Cityhop as soon as they discover it is missing. A replacement Cityhop card costs \$50.00 and will be charged to the Account Holder.

## 5. Cityhop's Responsibilities

- a) The owner shall deliver the vehicle in a safe and roadworthy condition.
- b) The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of hire except those costs that by the terms of this agreement are payable by the hirer. (Note: the hirer shall as soon as practicable in any event within 24 hours notify the owner of any complaints, defects or failure of the vehicle, or claims against the owner or its agents. If the hirer fails to do so the hirer may be deemed to have waived the same and the company will not be liable for any claims resulting there from).
- c) Any mechanical or towing expenses required for the vehicle must be authorised by the owner prior to the repairs or towing taking place. Failure to authorise these expenses may result in the hirer being held liable for the costs.
- d) Cityhop is not liable to an Account Holder or Driver under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for:
  - a. Loss or damage incurred by the Account Holder and/or Driver as a result of any claims made by a third party;
  - b. Loss of profit, goodwill, business opportunity or anticipated saving suffered by the Account Holder and/or Driver; or
  - c. Any indirect or consequential loss or damage suffered by the Account Holder or Driver.

## 6. Member Responsibilities

- 1) The Car must only be driven by an authorised Cityhop Driver.
- 2) Account Holders will be charged a \$100 penalty if they, or their Drivers, allow a person who is not an authorised Cityhop Driver to drive a Cityhop Car.
- 3) The Driver must not use the Car for:
  - a. hire or reward.
  - b. any illegal purpose.
  - c. off-road driving (four wheel drive, unmarked tracks or roads);
  - d. racing; or
  - e. teaching someone to drive.
- 4) Account Holders and/or Drivers must not sell, rent or dispose of the Car or any of its parts, or attempt to give anyone any legal rights over the Car.
- 5) The Driver must not use the Car when under the influence of unprescribed drugs and must obey the legal alcohol limits relevant to the roads laws in New Zealand.
- 6) The Driver must not carry a number of passengers which exceeds the designed seating capacity of the Car.
- 7) The Driver must not carry baggage which would cause the Car to be overloaded.
- 8) It is the responsibility of the Driver to advise Cityhop if they are driving over 100 kilometres per day. If a driver fails to advise Cityhop of the mileage driven over 100 kilometres

Cityhop reserves the right to fine the driver a \$25 administration charge as well as the excess kilometres.

- 9) The Driver must inform Cityhop immediately if they become aware of any defect or damage to a Car (either internal or external).
- 10) The Account Holder may be liable for payment of repairs to a Car which is over and above Cityhop's general cleaning and maintenance routine, or if the Car has been damaged either inside or outside as a result of use by the Driver.
- 11) The Driver must always use the Car in accordance with all applicable laws and regulations which may be in force at any time.
- 12) Cityhop reserves the right to immediately suspend and/or terminate the membership rights of its service to any Account Holder and/or Driver if an Account Holder and/or Driver contravene any of these Terms and Conditions. On suspension, any existing Bookings under the Account Holder and/or Driver may be cancelled by Cityhop at its discretion.
- 13) The Account Holder accepts responsibility for notifying Cityhop of any changes with respect to payment details.

## 7. Mechanical Repairs and Accidents

- a) Any problems associated with the vehicle including equipment failure must be reported to Cityhop as soon as possible within 24 hours in order to give the owner the opportunity to rectify the problem during the rental period. We do not accept liability for any claims submitted after this period.
- b) The hirer shall ensure that no persons shall interfere with the distance recorder or speedometer, or except in an emergency any part of the engine, transmission, braking or suspension system of the vehicle.
- c) The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. Hirer charges may be incurred (see below) • Cityhop may offer the hirer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the Exchange Vehicle to the hirer's location • The hirer will pay for any costs relating to delivery of a change-over vehicle as a result of any single vehicle accident. This charge applies irrespective of any excess reduction taken.
- d) Regardless of insurance option the hirer is responsible for changing tyres.
- e) No replacement vehicle will be provided without receipt of a completed insurance claim form where one is required.
- f) In the event of an accident occurring and an Exchange Vehicle is not available, Cityhop will not be liable for any resulting accommodation or living expenses that are incurred.

## 8. During a Booking Period

- 1) Drivers are responsible for the car, and anything that happens to it, from the moment they use their Cityhop card to

gain access to the car until the time they use their Cityhop card to exit the car.

2) During the Booking Period, Drivers must immediately inform Cityhop by phone of any fault in the Car and must not use the Car whilst it is in an un-roadworthy condition.

3) Drivers must make sure they use the correct fuel (unleaded 91) at a shell service station when refuelling the Cars.

4) Smoking is prohibited in the Car. Drivers who smoke in the Car will incur a fine of up to \$250, charged to the Account Holder. Pets are allowed but must be in an appropriate pet carrier otherwise the above a \$100 fine will apply also.

**5) Drivers must lock and unlock their car with their Cityhop swipe card. It is the driver's responsibility to lock the car with the card whenever they leave it.**

6) Drivers must leave the Car key in the designated location at the end of the Driver's Booking Period.

7) If a Car key is removed from the vehicle or lost a \$50 penalty may be applied to the Account Holder at Cityhop's discretion in addition to:

a. the cost of replacing the key (this is in excess of \$1500); and

b. if another Driver is inconvenienced by the loss of the car key, the reasonable costs incurred by the inconvenienced driver, including but not limited to the cost of an alternative transport solution. Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

8) Account Holders are responsible for paying any tolls, fines, fees or charges Drivers may incur during the Booking Period.

9) If a car battery is made flat during a booking (eg; by leaving on lights, door open or by any method while using the car) call Cityhop. A callout fee of \$85, plus mechanical costs, will apply where it is deemed as driver error, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

10) Cityhop does not operate a 24 hour service and can't guarantee immediate response to a flat battery call out. Cityhop will use its best endeavours to resolve the issue. Cityhop is not liable for accommodation or transport costs if a battery becomes flat by virtue of driver error.

## 9. Making a Booking

1) An Account Holder can book a Car on behalf of any Driver on their account.

2) A Driver can only book a Car under their name.

3) A third party cannot book a Car on behalf of an Account Holder or a Driver under any circumstances.

4) A booking can be made online at any time but will use its best endeavours to ensure the car is available. Cityhop is not

liable if a previous user has caused the car to not be fit for purpose.

5) Phone bookings can be taken between 9am and 5pm and these will incur a booking surcharge.

6) A booking can be made for any time - however the member must note carpark opening hours, should a booking for a vehicle in a secure carpark be made. Cityhop will provide these details on the main screen of the members booking portal.

## 10. Booking Period

1) An Account Holder and/or Driver must always book the Car prior to use.

2) The minimum Booking Period is 60 minutes with 30 minute increments.

3) Drivers can use the Car for the Booking Period only.

4) The Account Holder will be charged for the full Booking Period, regardless of whether or not the Car is:

a. Collected after the start of the Booking Period;

b. Returned before the end of the Booking Period; or

c. Not used at all by the Driver during the Booking Period.

5) Any Booking Period of 3 continuous days or more is subject to Cityhop's discretion. Such bookings must be agreed by a Cityhop representative prior to booking.

6) Account Holders and/or Drivers may make a booking up to 12 months in advance.

## 11. Changing a Booking Period

### 1) Changing a booking during the booking period

Any alterations requested by a member or driver during a booking may incur a phone surcharge as well as any other applicable charges.

### 2) Extending a Booking

a. Account Holders and/or Drivers may extend a Booking (subject to the car being available) before the Booking Period starts if the change is received during office hours.

b. If an Account Holder and/or Driver advises Cityhop at least 15 minutes before the end of the Booking Period that the Driver will be late and needs to extend and there is no other member booking, the Booking Period can be extended without penalty however there may be a phone surcharge cost.

### 3) Cancelling a Booking

a. A Booking may be cancelled without penalty until five hours before the start of the Booking Period.

b. Cancellation of a Booking between one and four hours before the start of the Booking Period will incur a one hour fee.

c. Cancellation of a Booking less than one hour before the start of a Booking Period will incur a penalty of \$35.00 or the value of the booking, whichever is lower.

### 4) Shortening a Booking Period

- a. A Booking Period may be shortened without penalty until four hours before the start of the Booking Period.
- b. Shortening a Booking less than four hours before the start of the Booking Period will incur a penalty of a one hour fee.
- c. A booking of less than 5 hours cannot be shortened during the booking period.

## 12. Car collection

- 1) The Driver must collect the car from its Reserved Parking Space.
- 2) The Driver is responsible for assessing the condition of the car (both interior and exterior) at the start of the Booking Period. Failure to immediately notify Cityhop by phone of any damage will be deemed to indicate the Driver's acceptance of the good working order and condition of the car at the beginning of the Booking Period, and potential liability for the damage.

## 13. Refuelling

- 1) Cityhop is responsible for the cost of refilling the Car with fuel. However, when returning the Car, Drivers must ensure that the fuel tank is at least 1/4 full.
- 2) Drivers should use the fuel card located in the glove box or driver's sun visor.
- 3) If a Driver returns a Car at the end of their Booking Period with a fuel tank less than 1/4 full a \$50 penalty will be applied to the Account Holder.
- 4) If a Driver uses a Cityhop fuel card for any purpose other than refuelling a Cityhop Car, Cityhop will be entitled to terminate that Driver's membership. The Account Holder will be liable to refund all money associated with such an incident, plus any reasonable expenses incurred to recover money.
- 5) If a Driver fails to leave a Cityhop fuel card in its correct location in the Car a \$50 penalty will be applied to the Account Holder to have the card replaced.

## 14. What to do in case of accident or theft

- 1) If the Driver has an accident, the Driver should not admit fault and should:
  - a. Make the Car secure and inform the police immediately if anyone is injured or there is a disagreement as to the facts;
  - b. Note down the car registration, names, addresses and licence numbers of any other drivers involved;
  - c. Note down the names and addresses of any witnesses; and
  - d. Call Cityhop immediately on 0800 2 CITYHOP (0800 2 2489467).
- 2) Cityhop will send the Driver an incident report form, which should be filled in immediately and returned to Cityhop at PO BOX 68199, Newton, Auckland, emailed or faxed to Cityhop.

- 3) Drivers must provide accurate statements and cooperate with Cityhop's Insurer in any way as required by them.
- 4) If a Driver is at fault in an accident or incident that causes a car to be off the road and unable to be used by Cityhop's Drivers, the Account Holder will incur a penalty of \$50 per day that the Car is off the road. This penalty will be capped at an amount equal to the Driver's excess, as varied, if relevant, by the Account Holder's payment of the excess reduction fees under clause 19.6.
- 5) It is the Account Holder's responsibility to ensure that direct debit payment of any excess reduction fees under clause 19.6 have been paid and are therefore valid. If any excess reduction fees have not been paid, standard excess fees apply as per clause 19.6.

## 15. Breakdown

- 1) Any breakdown involving a Car must be reported to Cityhop by phone on 0800 2 CITYHOP (0800 2 2489467) immediately. Either Cityhop and/or third party assistance will attend the car, the Driver may be provided with alternative transport if necessary at the discretion of Cityhop.
- 2) During the Booking Period, if a problem arises that prevents or limits the use of the Car or that may compromise people's safety, Drivers must immediately notify Cityhop by phone on 0800 2 CITYHOP (0800 2 2489467) and park the Car in accordance with Cityhop's instructions.
- 3) It is strictly forbidden to use a Car to jump start any car whether or not the other Car is owned by Cityhop, or to attempt to jump start a Car using any other car.

## 16. Parking and traffic offences

- 1) Account Holders are ultimately liable for all parking and traffic offence penalties that relate to a Driver's Booking Period including, but not restricted to, parking tickets, speeding fines, bus lane fines and towing charges. However, wherever possible, it is the Driver's responsibility to pay the relevant authority directly. Drivers must report any such offences to Cityhop as soon as possible.
- 2) In the event that Cityhop receives a parking or traffic offence notice and is either:
  - a. obliged to provide the relevant authority with the identity of the Driver of the relevant Car at the time of the offence prior to payment of the offence notice, or
  - b. is able to transfer liability for the offence notice to the Driver of the relevant Car at the time of the offence prior to payment of the offence notice, Cityhop will do so. The Account Holder will incur an administration charge of \$25. This administration charge is payable to Cityhop on demand, or may be added to the Account Holder's invoice and be automatically debited at the time the invoice is payable.
- 3) In the event that Cityhop receives a parking or traffic offence notice and is unable to transfer liability for the payment of the offence notice to the Driver of the relevant

Car at the time of the offence prior to payment, the Account Holder will incur an administration charge of \$30, plus the cost of the offence notice. This amount is payable to Cityhop on demand, or may be added to the Account Holder's invoice and be automatically debited at the time the invoice is payable.

## 17. Car return

1) The Driver must return the car locked, clean, tidy and in good working order, with at least 1/4 of a tank of petrol, and with the car key in the designated position within the Car, to the same Reserved Parking Space from which it was collected, no later than the end of the Booking Period.

2) If the Driver returns the Car after the end of the Booking Period, the Account Holder will incur a penalty (in addition to the hourly fees for use of the Cars):

a. Returning a Car less than 3 minutes after the end of the Booking Period will not result in an Account Holder incurring any penalty.

b. The Account Holder and/or Driver may extend the Booking Period if they do so in accordance with clause 10.1. However, Account Holders will be liable for any usage charges attributable to the extended Booking Period.

c. If an Account Holder and/or Driver pre-advises Cityhop at least 15 minutes prior to the end of the Booking Period, and there is another Driver waiting for the Car, a \$50 penalty may be applied to the Account Holder at Cityhop's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

d. If a Driver does not pre-advise Cityhop that they are running late at least 15 minutes prior to the end of the Booking Period, and there is another Driver waiting for the Car, a \$75 penalty may be applied to the Account Holder at Cityhop's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

e. If a Driver does not pre-advise Cityhop that they are running late at least 15 minutes prior to the end of the Booking Period and they return a Car more than 3 minutes after the end of the Booking Period the Account Holder will incur a penalty of \$25 per half hour the Car is overdue, on top of the extended usage fee. This penalty is applicable even if another driver is not affected.

3) Drivers must ensure that all doors of the Car are closed before, and locked after, swiping out to end the Booking and before leaving the Car. If the car is left unlocked at the end of a booking, the Account Holder will be fined \$100, in addition to the cost of any damage or loss of property suffered by Cityhop due to the car being left unlocked by the Driver.

4) If the Car is left in an untidy state for the next Driver (eg leaving litter in the Car, a \$50 penalty will be applied to the Account Holder.

5) If the Car is left in a state that requires an emergency clean before another Driver can use the Car, the Account Holder must pay:

a. an administration charge of no more than \$50 and

b. the cost of the emergency clean. In addition, if the Car is caused to be off the road and unable to be used by Cityhop's Drivers, the Account Holder of the Driver who left the Car in a state requiring an emergency clean will incur the penalty per day as set out at clause 14.4.

6) Drivers must inform Cityhop immediately if they fail to leave the car key in the Car at the end of their Booking Period. If the key is not left in the Car at the end of a Booking Period, a \$50 penalty may be applied to the Account Holder at Cityhop's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution.

Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

7) Drivers must endeavour to ensure that the Car is parked in its Reserved Parking Space at the end of the Booking Period. If the Driver is forced to park the Car in any other area, they must pay for a minimum of six hours parking (if necessary) and notify Cityhop immediately of the exact location of the car and the registration of the car parked illegally.

**8) Drivers must not park the Car in any Disabled or other illegal parking space.** If Cityhop or the Driver receives a parking infringement notice in respect of the driver parking the Car in a Disabled or other illegal parking space, the Driver and/or the Account Holder will be liable for the fine and should deal with the fine in accordance with clause 16.

9) Drivers must ensure that all functions that use the Car's battery are switched off before swiping out to end the Booking. If one or more of the functions that use the Car's battery is left on, a \$85 penalty may be applied to the Account Holder at Cityhop's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Cityhop will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

10) Drivers must check that they have not left any belongings in the Car before leaving the Car at the end of their Booking Period. The Driver agrees not to hold Cityhop responsible for any belongings left in the Car. Cityhop will hold items left in the Car for no longer than three months to allow time for collection. A prepaid envelope must be provided to Cityhop by the owner of the items to receive the items via the post. After three months, all items will go to charity.

## 18. Pricing Structure

- 1) The Account Holder pay upfront fees associated with the category of membership applied for.
- 2) An Account Holder may if it is offered select a pricing plan at the time of application. All Drivers on an Account Holder's account will be charged at the rates of the Account Holder's selected plan. These rates may vary and changes will be advised.
- 3) Account Holders will incur usage charges made by all Drivers on their account including hourly rates, daily rates, and kilometre rates.
- 4) Cityhop prices may vary without notice. All up to date plan information is available on Cityhop's website at [www.cityhop.co.nz](http://www.cityhop.co.nz)
- 5) Cityhop's hourly rates are chargeable in thirty minute units (60 minutes being the minimum booking).
- 6) Account Holders will incur a surcharge for a booking made by telephone.
- 7) From time to time Cityhop may offer special rates.

## 19. Insurance Cover

- 1) Provided Drivers fulfil their obligations, as set out in these Terms and Conditions, including but not limited to providing all relevant disclosures in relation to the Driver's driving and insurance history, they will be covered by fully comprehensive motor insurance when driving a Car.
- 2) The insurance policy provides full cover against loss or damage to the Car. Details of the insurance options are available on the Cityhop Website.
- 3) No cover is provided for the theft of personal belongings from the Car, nor is any personal accident cover provided.
- 4) By allowing a person to become a Driver of Cityhop, Cityhop is authorising that Driver to drive under Cityhop's motor insurance policy.
- 5) Account Holders are liable to pay an excess in the event a Driver has an accident.
- 6) Account Holders have the option of paying an excess reduction fee per Driver to reduce the amount of excess payable in the event of an insurance claim.
- 7) The excess reduction fee is automatically added to the Account Holder's invoice and debited either monthly or annually from Account Holder's nominated bank account or credit card.
- 8) Any personal motor insurance policy will not be valid when Drivers are using a Cityhop car.
- 9) Drivers must inform Cityhop immediately should any of their driving history details change during the course of their membership, including but not restricted to any further endorsements or accidents. Failure to inform Cityhop in relation to a change in driving history details could leave the Account Holder liable for penalties.
- 10) Insurance cover, standard excess, excess reduction fee and reduced excess may change from time to time. Cityhop will notify Account Holders of any changes before they take effect.

## 20. Invoicing

- 1) An Account Holder is invoiced for the use of the Cars, costs and any penalties incurred by all Drivers on their account. These charges are payable as required by Cityhop by direct debit from the Account Holder's nominated credit card or bank account.
- 2) If a credit card or bank account number provided by the Account Holder to Cityhop for payment purposes is declined by the card issuer or bank, Cityhop may, at its discretion, suspend or cancel all Drivers linked to the Account Holder's account until Cityhop is satisfied accurate details have been provided and payment has been received by Cityhop.
- 3) If a credit card or bank account number is declined by the card issuer or bank, leaving the Account Holder with an outstanding balance, then access to the Cars will be suspended for all Drivers on that account until full payment is received by Cityhop.
- 4) Each Corporate Account Holder will receive email notification each month that their account has been finalised and is available online to view and print.
- 5) The Account Holder will be liable to Cityhop for the following charges:
  - a. Any application or upfront fees associated with the Account Holders selected plan in accordance with clause 18.
  - b. Booking charges and surcharges shown on the monthly statement in accordance with clause 18.
  - c. Any penalty, fine, or charge for loss or damage resulting from an Account Holder and/or Driver's failure to comply with these Terms and Conditions.
  - d. Any other fines and penalties incurred by Drivers as a result of failure to adhere to the Cityhop re: User Guide.
  - e. All fines and court costs for parking, traffic or other offences charged to either Cityhop or the Driver and incurred by the Driver during his/her Car use in accordance with clause 16. Any fines and penalties that are processed by Cityhop will render the Account Holder liable for Cityhop's reasonable administration charges as set out in clause 16. Such administration charges may be payable on demand.
  - f. Reimbursement of any out-of-pocket expenses incurred by another Driver in using alternative transport as a result of the offending Driver's failure to return a Car at the end of the Booking Period to the Reserved Parking Space in accordance with clause
  - g. All charges, fines and penalties incurred by a Driver and Cityhop's reasonable administration costs in accordance with clauses 4,10,12,13,16, 17.
  - h. Any payments of excess and excess reduction under clauses 19.5 and 19.6
  - i. Cityhop's costs, including legal fees, incurred in collecting payments due from an Account Holder.
  - j. In the event that an Account Holder fails to make a payment required by clause 20.5(e) on demand, the finance charges paid by Cityhop as a result of directly debiting that

amount.

k. Interest which shall accrue daily to any amount the account holder does not pay Cityhop on time at a rate of 8% above the 90 day bank bill rate either as is or a % above the Cityhop overdraft rate on its bank account.

l. GST and all other taxes and levies on any of the charges listed above, as applicable from time to time.

6) The Account Holder and Driver's agreement to these Terms and Conditions shall constitute authority for Cityhop to compute and charge against the Account Holder's nominated bank account or credit card all monies due under clause 20(5). This includes charges due as a result of theft of, or damage to, the Car and any fines and court costs for parking and traffic offences as described in clause 16.

## 21. Cityhop's Car location devices

1) All Cityhop cars may be tracked at any time using Cityhop's GPS Car tracking technology.

2) Cityhop will use car location information solely for the purpose of recovering a car or cars which are not returned at the end of Booking, or otherwise stolen, and will share this information with the Police or other authorities or companies as necessary for the purposes of recovering the car or cars.

## 22. Privacy

Cityhop respects your privacy. Cityhop maintains a policy of strict confidence concerning your personal information. Below is Cityhop's policy concerning the use and disclosure of information about Cityhop's Account Holders, Drivers and website users.

### Collecting Personal

Information All information collected is for the purpose of providing a carsharing service to Cityhop's Account Holders, Drivers and to the community.

### Phone Identification Verification

In protecting your privacy, Cityhop reserves the right to ask personal questions over the phone to verify Account Holder or Driver identity. Cityhop can only speak to the Account Holder or Driver in relation to the Account Holder or Driver's account and not a third party.

### Use of Information

Cityhop uses any information you supply to us for legitimate business purposes only. Cityhop does not share this information with other entities except to conduct regular business, to comply with legal requirements, and to protect against fraud. Only authorised Cityhop employees have access to stored information. Personal use of this information is prohibited by company policy.

### Disclosure of Information to Third Parties - Information Requests

If you request information from us, including notification of new Cityhop locations, any information you supply will only

be used to satisfy your request. Cityhop does not share this information with third parties.

### Membership Applications

If you apply for a Cityhop membership, some of the information you supply must necessarily be shared with Cityhop's insurance company and payments facility provider. Cityhop does not share your information beyond what is necessary to approve your application.

### Resale of Mailing and Phone Number Lists

Cityhop does not sell, lease, rent, loan, or trade lists of physical or email addresses or phone numbers.

### Access

If you require access to the information Cityhop may have concerning you, you may request to see what it is and if it is up to date. This will be subject to any exemptions allowed under the Privacy Act.

If Cityhop refuses to allow access to your personal information, you will be informed and given details of what exemptions under the Privacy Act prevent its acquisition.

### Accuracy

All reasonable steps are taken to ensure Cityhop's information is accurate, complete and up-to-date. If any information Cityhop has is inaccurate, please contact Cityhop immediately and Cityhop will take all reasonable steps to correct it.

### Security

All information is kept in a secure environment. Electronic security includes the use of fire walls and password access to designated personnel. This is to ensure personal information is not accessed by unauthorised personnel, lost or misused.

### Exceptions

The above policies may be superseded by requirements or obligations imposed by statute, regulation, or legal process.

### Contacts

If you have any questions or concerns regarding Cityhop's privacy policy, or if you wish to update your details, access your personal information or notify Cityhop if you believe your privacy has been breached, please contact: Cityhop, PO Box 68199, Newton, Auckland 1145, Ph: 0800 2 CITYHOP (0800 2 2489467), Fax: 09 374 4370, Email: info@cityhop.co.nz

## 23. Termination of Membership

1) Account Holders can terminate their Cityhop account at any time. The Account Holder must submit written confirmation of the Account Holder's intention to cancel membership and return all Cityhop cards associated with the account to Cityhop.

2) Account Holders can terminate any Driver on their Cityhop account at any time. The Account Holder must submit written confirmation of the Account Holder's intention to cancel a Driver's membership and return the Driver's Cityhop card to Cityhop.

3) Cityhop may terminate an Account Holder and/or Driver's membership immediately if the Account Holder and/or Driver breach any of these Terms and Conditions.

4) If Cityhop terminates a membership, it will not affect Cityhop's right to receive any monies owed to it by the Account Holder.

5) Any monies owed to Cityhop at the time of termination of membership will become immediately due and payable. By accepting these Terms and Conditions, the Account Holder grants Cityhop the right to charge against the Account Holder's nominated bank account or credit card all monies due and payable at the time of termination of membership. This includes charges due as a result of theft of, or damage to, the Car and any fines and court costs for parking and traffic offences as described in clause 16.

6) On breach of this Agreement, Cityhop may give an Account Holder's details to credit reference agencies, Customs Service, the Police, debt collectors, or any other relevant organisation.

7) Termination of membership by Cityhop will not affect its accrued rights under the conditions of this Agreement.

## 24. Amendments

Cityhop reserves the right to amend these Terms and Conditions from time to time as it sees fit or necessary. Notice of any changes in these Terms & Conditions will be provided to Account Holders, including by email or online.

## 25. Force Majeure

Cityhop shall not be liable for either a failure to perform or delay in performing any of its obligations if performance is delayed, hindered or prevented by force majeure, which expression shall mean any event beyond the reasonable control of Cityhop.

## 26. Severance

If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall be interpreted in such a way so as to remain in effect.

## 27. Governing Law and jurisdiction

This Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with NZ law. The courts of NZ have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions.