

Schedule 1 - Corporate Account Terms and Conditions

These terms and conditions apply to the contract made between NZ Leisure Ltd trading as Ezi Car Rental (**Ezi Car Rental**) and a corporate or other institutional customer of Ezi Car Rental (**the Customer**). These terms and conditions form part of the agreement (however described, including any policy proposal, letter agreement or other document, as amended or supplemented from time to time, and described in this document as the **Agreement**) between Ezi Car Rental and the Customer.

This document sets out the additional terms and conditions forming part of the Agreement.

Agreement to Hire

1. Ezi Car Rental agrees to hire to the Customer, and the Customer agrees to take on hire, motor vehicles (**Vehicles**) from time to time in accordance with the Agreement (each such hiring being called a **Hire**).
2. Even though the hire rates and other charges set out in the Agreement have been set by Ezi Car Rental in the expectation that there will be a minimum level of expenditure of Hire charges by the Customer Ezi Car Rental acknowledges that, unless specified in the Agreement, the Customer is under no obligation to hire any particular Vehicles, or any minimum volume of Vehicles, pursuant to the Agreement.

Term

3. The Agreement shall commence on the date specified in it (or, if none, on the date of the Agreement) (the Commencement Date) and last until 30 days have elapsed after one party shall notify the other in writing that it wishes to terminate the Agreement (the Term). Ezi Car Rental agrees that it will not terminate the Agreement pursuant to this clause 3 within 12 months of commencement. No such termination will be effective in relation to the Hire of Vehicles then on Hire or agreed to be Hired.
4. Either party may terminate the Agreement with immediate effect if:
 - a) the other party shall have materially breached its obligations under the Agreement and such breach, if capable of being remedied, has not been remedied satisfactorily within five working days of notice from the other party, or
 - b) the other party commits an act of insolvency (that is, a liquidator, provisional liquidator, administrator, receiver, statutory manager or other officer is appointed to it or any of its assets).
5. If Ezi Car Rental terminates the Agreement pursuant to clause 4 on account of an act of insolvency relating to the Customer then the Customer shall immediately procure the return of all Vehicles then on hire and any contracted Hires which shall not have commenced shall be cancelled.
6. Any termination of the Agreement shall in any event be without prejudice to any rights and obligations of the parties accruing during the period prior to the date of termination.

Hire rates and other charges

7. The Customer agrees to pay the hire rates and other charges in respect of each Hire as set out in the Agreement from time to time (the Rates). Payment of the Rates shall be made in accordance with these terms and conditions.

8. Ezi Car Rental reserves the right, by notice in writing to the Customer, to increase the Rates or any of them from time to time with effect from the date specified in the notice (which shall be at least one month after the date of the notice). No such notice may be given such that it is effective within 12 months of the Commencement Date. Ezi Car Rental may exercise its rights under this clause no more than once in any 12 month period and will only increase Rates where in its sole opinion increased costs or other market circumstances warrant an increase or where clause 9 applies.
9. In addition to its rights under clause 8, Ezi Car Rental reserves the right to review the Rates every three months during the Term, and to increase all or any of them with immediate effect by notice in writing to the Customer, if the Customer does not meet during the preceding three month period the Hire volumes that the Customer has indicated that it will, or is likely to, fulfil. The Customer acknowledges this provision reflects the fact that the Rates set by Ezi Car Rental are competitive and take into account a discount for volume.
10. Ezi Car Rental shall have the right at any time by notice to the Customer to decrease all or any of the Rates with effect either immediately or from the date specified in the notice.

Ezi Car Rental's obligations

11. Ezi Car Rental agrees as follows:
 - a) to hire Vehicles to the Customer at the agreed Rates pursuant to the terms of the Agreement and these terms and conditions, but subject to clause 12 below;
 - b) to ensure that each Vehicle provided to the Customer is safe and roadworthy, and without limiting the foregoing, will ensure that Ezi Car Rental and all Vehicles comply with all governmental, regulatory or other requirements applicable to the rental of Vehicles; and
 - c) to conduct itself in its dealings with the Customer in a professional and responsible manner and to a service level consistent with the standards of a prudent rental vehicle operator.
12. Notwithstanding anything to the contrary contained or implied in the Agreement or in these terms and conditions, Ezi Car Rental gives no undertaking that it will be able to supply on any particular occasion to the Customer the type of Vehicle requested or reserved to be Hired, but will use all reasonable endeavours to provide the requested or reserved Vehicle. Where a reserved Vehicle is not for any reason available at the time of pick-up or delivery to the Customer then Ezi Car Rental will use its best endeavours to supply an alternative Vehicle meeting the specifications of the reserved one as closely as is practicable. Should the actual Vehicle so supplied be normally Hired out at Rates higher than the reserved Vehicle then the Rates applicable to the Hire shall be the ones which would have applied to the reserved Vehicle, but if the Rates for the alternative Vehicle are lower than the ones for the reserved Vehicle then the Customer shall be obliged to pay only the lower Rates.

Customer's obligations

13. The Customer agrees as follows:
 - a) to use all reasonable endeavours to ensure that each of its employees or other persons (a Driver) who uses any Vehicle Hired to the Customer is licensed so to drive the Vehicle in accordance with applicable laws and drives and operates the Vehicle in a lawful manner at all times;
 - b) to use all reasonable endeavours to ensure that the Driver complies with all of the Rental Terms;

- c) to pay the relevant Rates in accordance with the provisions of the Agreement and these terms and conditions; and
 - d) to be responsible for all acts or omissions of any Driver in accordance with the rental terms and conditions (the Rental Terms) for the time being applicable to the relevant Hire (being those set out in the agreement entered into at the time of Hiring the Vehicle, but except as stated in clause 14 below).
14. Where a Driver or any other person operating a Vehicle on Hire incurs additional costs such as toll charges, speeding or other infringement fines or parking fees or similar, then Ezi Car Rental shall use all reasonable endeavours to contact the relevant levying authority with a view to ensuring that all subsequent interaction in relation to the payment of such charges is directly between the authority and the Driver concerned. The Customer acknowledges that Ezi Car Rental shall be entitled in accordance with the Rental Terms to charge an administration fee in relation to such matters, and the Customer shall be liable to pay that fee to Ezi Car Rental if Ezi Car Rental does not obtain prompt payment of it from the Driver concerned.

Payment arrangements

15. Within five working days following the end of each calendar month, or as soon as practicable after that, during the Term Ezi Car Rental shall submit an invoice to the Customer identifying all Hires during that month and all amounts payable in respect thereof, determined in accordance with the Agreement and these terms and conditions. The form of the invoice and any supporting details shall be as determined by Ezi Car Rental after taking into account any reasonable requests from the Customer.
16. The Customer shall be liable to pay the amount set out in each invoice by no later than the 20th day of the month following the month to which the invoice applies. Where the Customer has provided a direct debit authority then Ezi Car Rental shall be entitled to debit the account of the Customer accordingly.
17. Where there is any dispute about the invoice, then the dispute shall be raised by the Customer with the appropriate Ezi Car Rental person as per the relationship plan in place with the Customer within five working days of receipt of the invoice and the parties agree to try to resolve the dispute amicably and appropriately. If a dispute so raised is not resolved by the 20th of the relevant month then the Customer shall still nevertheless pay the undisputed amount on that date.
18. If any payment owing to Ezi Car Rental (including any costs of collection) is not paid on or by its due date then the amount unpaid shall bear interest at a rate equal to 4% per annum above the rate certified by Ezi Car Rental as being the rate charged to it by its bankers, which interest shall, if not paid, compound monthly.
19. All payments by the Customer must be paid without set-off or deduction on any account, except where required by law, and except to the extent there is a disputed amount as referred to in, and in accordance with, clause 15.
20. Goods and Services Tax (GST) shall be added to any amount payable by the Customer under the Agreement except where the relevant amount is stated to be inclusive of GST.

Booking the Vehicles

21. The Customer may book the Hire of a Vehicle pursuant to the Agreement in accordance with procedures agreed from time to time between the parties, including as to the identity of those authorized to make bookings on behalf of the Customer and as to the processes to be followed. Ezi Car Rental shall be entitled without liability to act on the instructions from someone appearing to be authorised to transact on behalf of the Customer.

Insurance

22. The Customer acknowledges the statements relating to insurance contained in the Agreement and the insurance provisions contained in the Rental Terms. Where, whether in the Agreement or otherwise, the Customer has confirmed in writing that it wishes not to take advantage of the insurance arrangements provided by Ezi Car Rental in relation to Vehicles on Hire and their Drivers then the Customer must execute, and procure that its insurance company executes, the confirmation of Renter Provided Insurance contained in schedule 1 to these terms and conditions. The agreements contained in that confirmation will apply, and for so long as such confirmation remains in force each Hire of Vehicles by the Customer shall be taken for the purposes of the Rental Terms on the basis that the Hirer is opting out of the insurance cover arranged by Ezi Car Rental as set out in the Rental Terms.
23. Where the Customer takes out its own insurance as contemplated in clause 22 above and damage occurs to a Vehicle on Hire to the Customer then the Customer shall promptly on demand of Ezi Car Rental pay to it the amount certified by Ezi Car Rental as representing its costs and losses in relation to such damage. It shall not be a defence to the obligation to make payment promptly that the Customer has not yet received payment in whole or in part from its own insurer in relation to the same damage.

Confidentiality and privacy

24. The Customer confirms it is aware of Ezi Car Rental's privacy policy statement as set out on its website (www.ezibusiness.co.nz/privacypolicy) and acknowledges the contents of it. The Customer acknowledges that Ezi Car Rental from time to time updates its privacy policy, and any such update will be reflected on Ezi Car Rental's website. Ezi Car Rental agrees to comply with its promises and other statements contained in the policy statement (as amended from time to time).

Disputes

25. Any dispute touching on the Agreement or these terms and conditions shall be raised promptly by the aggrieved party with the other, initially with the view to resolution by the appropriate representative of each party as per the relationship plan in force. If no resolution is achieved within a reasonable period of time (not to exceed 10 working days in any event) then the matter shall be escalated to the New Zealand chief executive officer of each party in order that they may be able to resolve the matter. If they are unable to resolve it within 20 working days of being advised of the dispute and its nature then the aggrieved party may require the other to submit to mediation.
26. If the dispute is required to be submitted to mediation pursuant to clause 25 the mediator will be appointed by the Chair for the time being of LEADR New Zealand Inc., who will determine the terms and conditions, including fees, for the mediation. Should a party fail to attend the mediation joint meeting then that party shall be responsible for all the costs of the mediation.
27. No party to this Agreement shall commence any court or arbitration proceedings relating to a dispute or difference arising out of or related to the Agreement or these terms and conditions unless that party has first complied with clauses 25 and 26.
28. A certificate from Ezi Car Rental as to the amount of any Rate or any amount payable to or by it, the Customer or a Driver shall in the absence of obvious error be prima facie evidence of the accuracy of the information contained in the certificate.

Travel Management Company

29. Where the Customer elects to appoint a travel management company to transact with Ezi Car Rental on its behalf in relation to the Hire of Vehicles then the provisions in schedule 2 shall also apply, and where there is a conflict between the provisions outlined above and those in Schedule 2 then the ones in Schedule 2 shall prevail.

Entire Agreement

30. The Agreement and these terms and conditions, including each document referred to therein or herein, represent the entire agreement between the parties in relation to the subject matter thereof, and all prior representations and warranties are hereby excluded and superseded. No terms shall be implied into these terms and conditions.
31. The parties agree:
- a) that the goods or services supplied or acquired under the Agreement are supplied and acquired in trade and that both parties are in trade;
 - b) to contract out of the provisions of the Consumer Guarantees Act 1993 in relation to the subject matter of the Agreement and these terms and conditions ; and
 - c) that it is fair and reasonable for the parties to be bound by this clause 27.
32. In the event of any conflict between the provisions of the Agreement, these terms and conditions or the Rental Terms the documents shall take precedence in the following order:
- a) first, the Agreement itself;
 - b) secondly, these terms and conditions; and
 - c) thirdly, the Rental Terms.

Schedule 2 – Travel Management Company

The following additional provisions apply where the Customer appoints a travel management company (the Agent) to represent it in connection with its dealings generally with Ezi Car Rental and in particular in connection with the Hire of Vehicles on behalf of the Customer:

1. *Notification:* Promptly upon the appointment, replacement or termination of appointment of an Agent the Customer shall give notice to Ezi Car Rental, giving all relevant details. The Customer shall try to give as much advance notice of the appointment of an Agent as is feasible.
2. *Customer liable as principal:* Notwithstanding the involvement of the Agent, the Customer acknowledges that all acts and omissions done or not done by the Agent are binding on the Customer as principal. The Customer agrees that the Agent is agent for the Customer and not agent for Ezi Car Rental.
3. *Payment when due:* The Customer is liable for all Hire and other charges incurred by or at the request of the Agent on its behalf. The Customer agrees that the existence of an Agent does not affect the obligation of the Customer under the Corporate Account Terms and Conditions (the Terms and Conditions), and in particular does not affect or limit the obligation of the Customer to ensure that amounts payable in each invoice rendered by Ezi Car Rental are paid by the 20th day of the month following the month covered by the applicable invoice, as set out in clause 16 of the Terms and Conditions.
4. *Variation to payment arrangements:* Ezi Car Rental agrees that, if so requested in writing by the Agent from time to time, it will invoice Hire and other charges not to the Customer but directly to the Agent or, where requested by the Agent either generally or in relation to any particular Hire, to the relevant Driver. Notwithstanding any such billing to a party other than the Customer, the Customer remains fully liable for payment of all Hire and other charges incurred by or at the request of the Agent on its behalf as set out in paragraph 3 above, and should the Agent or the Driver fail to pay any such amount when due then the Customer shall promptly pay such amount to Ezi Car Rental on request in accordance with paragraph 3 above and the Terms and Conditions.
5. *Separate insurance:* Where the Customer has opted to take out its own insurance arrangements as contemplated in clause 22 of the Terms and Conditions the Customer shall ensure that, where damage to a Vehicle on Hire occurs or where the driver incurs liability to Ezi Car Rental in relation to the Hire, the amount payable by the Customer in respect thereof is not reduced by the amount of any excess payable by or to be absorbed by the Customer in relation to its own insurances.