

## Parties

NZ Roadside Assistance Ltd ('NZRA')

The customer named in the Roadside Assistance invoice schedule provided by Speedwell Tune and Service Centre ('Customer')

## Basic Assistance Program: List of Services

### Roadside Assistance

- Jumpstart flat batteries
- Flat tyre: replace with the vehicles serviceable spare tyre
- Run out of fuel: provide emergency supply
- Lock outs.

### Minor Roadside Repairs

- Replace fuses, temporary repair to air hoses, coolant hoses, minor electrical repairs etc.

Parts can be supplied at discounted rates (drive / fan belts, batteries, tyres, radiator hoses etc).

### Non-Minor Roadside Repairs

Temporary repairs can be carried out (**the costs of parts and labour are at the Customers expense**).

### Technical Advice

As the majority of NZRA operators are mechanics, we are able to solve or assist many cases over the phone (e.g., warning lights, operation of vehicle components, immobilisers, alarms, technical advice re engine fluids etc).

### Flat Battery Parts Replacement

NZRA will organise for a jumpstart for the vehicle or replace the battery if required. **The cost of parts will be at the Customers expense.**

### Flat Tyre

NZRA will organise a service to fit the serviceable spare wheel for the vehicle. **We can assist with tyre repair/replacement; however, the cost of the tyre or repair will be at the Customers expense.**

### Emergency Fuel

NZRA will organise for the delivery of emergency fuel or transport to the closest refuelling depot. **The cost of the fuel will be at the Customers expense.**

### Incorrect Fuel Assistance

NZRA will organise a mobile fuel siphoner to attend the call out, or tow the vehicle into a repairer if not available, if the incorrect fuel is added to the vehicle at the Customers expense.

### Lock Out / Key Replacement

NZRA do not attempt forced entry of vehicles **unless** requested / instructed to by customer. NZRA will cover the costs to gain entry to the vehicle only, or NZRA will deliver the spare key if available. Any damage that results by forced entry will be at

the owner's cost and NZRA will not be responsible for any damage. **If a locksmith service is required to cut keys/locks, this will be at the member's expense.**

### Towing

If the vehicle cannot be mobilised, NZRA will cover the initial tow of the vehicle to the closest repairer or nearest place of safety if afterhours. For longer distance towing exceeding these criteria, the cost will be quoted to the Customer. The Customer will be required to pay the additional charges via their credit card.

Cases that require heavy salvage equipment for towing vehicles over 3500kg or 5.5 metres in length may have delays due to availability of this equipment, depending on the area. The Customer will be informed if there will be delays, or if alternative assistance is available. **Heavy salvage towing is at the Customers expense on a case-by-case basis.**

### Accident Coordination & Towing

Following an accident, NZRA can arrange (customer or insurers cost) accident towing to the preferred accident repairer. The cost of towing is at the Customer's expense if this is not covered by the vehicle insurer. NZRA will also provide accident scene advice to assist the Customer.

### Urgent Message Relay

In the event of a breakdown or accident, NZRA can relay messages to Customers, friends or business associates so as to notify them of any possible delays or issues.

### Assisting Customer with Directions

NZRA will assist the Customer if they require assistance with directions when lost, or having difficulty locating landmarks whilst travelling.

### Assistance with Recovery from Difficult to Access Areas

NZRA can arrange transport of vehicles and/or trailers, or recovery of disabled vehicles which are not accessible by normal two-wheel drive recovery vehicles/equipment (e.g., vehicles located off public roads). Includes bogged and stuck vehicles. **All costs will be at the Customers expense.** In some instances, these costs may be recoverable from the vehicle insurer.

## Conditions of Service

- a) Roadside Assistance applies only within New Zealand.
- b) To be eligible for Roadside Assistance, the vehicle must be well maintained and have a current WOF/COF.
- c) In the interest of providing a quality service at a competitive price, NZRA reserves the right to amend or withdraw services where: use is excessive due to lack of regular preventative maintenance and/or the Customer fails to rectify any recurring failures and/or there are numerous call outs due to reported faults which remain unrepaired.

- d) Costs relating to parts, labour and any other associated costs for the repair of the Customer's vehicle, including replacement batteries or tyres, shall be at the cost of the Customer. Any consequential call outs required after the initial failure for the same related case will be at the Customer's expense.
- e) Once the driver has contacted NZ Roadside Assistance for a breakdown service, it is vital that they are with the vehicle at the designated time of arrival of the service contractor. If the vehicle is unattended, then work cannot be carried out on the vehicle and, prior to sending further assistance, payment may be required for any subsequent call outs. In certain cases, due to circumstances where wait times may be excessive, the NZRA will make a time for the driver to meet the NZRA service provider at the vehicle.
- c) Where any accident or any claim for service has arisen from races, trials, rallies or participation in such activities.
- d) Where the vehicle is carrying a greater number of passengers or towing a greater weight than that for which it was designed as stated in the manufacturer's specifications.
- e) Where any accident or claim for service has arisen from or in connection with the improper, unauthorised, reckless or negligent operation of the vehicle, or misuse of the vehicle.
- f) Loss or damage directly or indirectly occasioned by or happening or in consequence of war, invasion, act of God, act of foreign enemies, hostilities whether war be declared or not, civil war, rebellion, insurrection, terrorism, military and usurped power, riot, or civil commotion or sabotage or any other events (whether falling into the same genus, species, class or category as the foregoing or not) beyond the control of the driver or the person operating or having control of the vehicle at the time of the accident.

### Service Limitations

In the event that NZRA act on specific instructions from the Customer to provide services outside the scope of those specified in 'Basic Assistance Program: List of Services', the Customer will be responsible for all costs associated with the services rendered in accordance with those instructions.

### Maximum Amount Payable by NZRA

Where NZRA is responsible for the costs of providing any of the entitlements in 'Basic Assistance Program: List of Services', NZRA will only be responsible for costs up to a limit of \$100 (including GST) for each incident. All costs in excess of \$100 (including GST) will be the responsibility of the Customer. Additional costs will be quoted over the phone prior to dispatching the service. These costs are required to be billed via the Customer's credit card prior to dispatching the service.

### Maximum Entitlements / Claims

NZRA will provide up to a maximum of 3 call outs per annum (as per the entitlements in 'Basic Assistance Program: List of Services') for any one Customer. Any additional call outs will be provided but at the Customer's expense.

### General Exclusions

NZRA shall not be held responsible for, and is not required to provide, any services in the following circumstances:

- a) Where the vehicle has undergone unauthorised modifications (including, without limitation, any replacements, removals or additions) not in conformity to the manufacturer's specifications.
- b) Where the vehicle has been modified for racing, trials, or rallying.

### Geographical Scope of Service

The services provided by NZRA under this agreement shall be available on a New Zealand-wide basis.

- g) Where services are required outside New Zealand.
  - h) Mechanical breakdown due to driver related damage or misuse of the vehicle. NZRA will provide assistance, however the Customer will be responsible for all costs.
  - i) Where the vehicle is not in a roadworthy condition or the vehicle has not been regularly serviced in accordance with the manufacturer's instructions.
- NZRA will not be responsible for:
- j) Any damage to or theft of objects and accessories that are left in or outside the vehicle. NZRA will exercise all due care to leave the vehicle secure where it is possible to do so.
  - k) The cost of any breakdowns resulting from unauthorised repairs or from faulty workmanship performed by service stations, garages or other people causing a breakdown, damage or failure.
  - l) The cost of any breakdowns caused by the fitting of accessories to the vehicle which are not genuine or are not from the original manufacturer or which are not approved by the manufacturer.