

**RENTAL PROTECTION PLAN TERMS
ADDENDUM TO UNITED RENTALS GENERAL TERMS OF HIRE FOR EQUIPMENT**

LAST UPDATE: 1 APRIL 2025

1. DEFINITIONS

Owner/United/we - means United Rentals New Zealand, Company No 1062072

Customer/you - means the person or entity hiring the Equipment as named in the Hire Schedule.

Equipment - means the items for hire listed in the Hire Schedule.

Fees - means the fees and charges payable by the Customer under the Terms for the hire of the Equipment.

Hire Period - means the period of time specified in the Hire Schedule.

Hire Schedule - means the document provided by the Owner to the Customer which includes details of the Equipment hired, the Fees, the Hire Period, and other administrative details.

Passenger Vehicle – means utilities, pickup trucks, passenger vans, cargo vans, SUVs and automobiles with a GVM under 5,000 KGs.

Rental Protection Plan (RPP) - has the meaning set out in clause 2.1 below.

Terms - means the United General Terms of Hire for Equipment, as amended from time to time.

2. RENTAL PROTECTION PLAN (RPP)

- 2.1 RPP is an agreement by the Owner to reduce the Customer's liability in certain circumstances for loss, theft or damage to the Equipment (excluding Passenger Vehicles) to the RPP excess.
- 2.2 The RPP fee is not mandatory and may be declined if the Customer obtains insurance that covers the loss, theft or damage to the Equipment during the Hire Period for the full replacement value of the Equipment and complies with the insurance obligations in clause 8 of the Terms.
- 2.3 If the Customer does not obtain insurance that covers the loss, theft or damage to the Equipment, the Customer will pay the RPP fee, which is calculated as 15%+GST of the hire charges set out in the Hire Schedule.
- 2.4 RPP is not insurance. RPP is available to Customers in connection with the hire of Equipment and must be taken simultaneously with the hire.
- 2.5 Subject to clauses 2.6 and 2.7, where the Customer pays the RPP fee, Owner agrees to reduce the Customer's liability for loss, theft or damage to the Equipment during the Hire Period if:
- (a) The Customer pays to Owner the RPP excess, which is the lesser of:
 - 1. \$500+GST per individual item of Equipment (or the actual cost of replacement or repair if less than \$500). For the avoidance of doubt, an individual item of Equipment includes separate components; or
 - 2. the amount equal to 10%+GST of the cost of the repairs (if the Equipment can be repaired); or
 - 3. the amount equal to 10%+GST of the new replacement cost of the Equipment (if the Equipment is lost, stolen or damaged beyond repair); and
 - (b) The Customer submits to Owner within 5 business days:
 - 1. a written Police report of the loss, theft or damage to the Equipment (unless Owner provides written confirmation that such report is not required); and
 - 2. any other written or photographic evidence requested by Owner (which may include sworn statements and statutory declarations).
- 2.6 Even if the Customer pays the RPP fee the Customer is liable for and indemnifies Owner for loss or damage to tyres and tubes caused by blow out, bruises, cuts, punctures or other causes arising from the hiring, abuse, or misuse of the Equipment. Such loss or damage is subject to the Terms.
- 2.7 For Passenger Vehicles, the Customer will remain responsible for all losses, costs and expenses after the first \$7,500 (excl GST) per Hire Period, for any losses, costs and expenses arising from loss, theft or damage to the Passenger Vehicle. The Owner waives its right to collect the RPP excess if costs and expenses exceed \$7,500 (excl GST).
- 2.8 Even if the Customer pays the RPP fee the Customer is liable for and indemnifies Owner for all loss, theft and damage to the Equipment arising from the Customer's breach of clause 9 of the Terms.
- 2.9 The RPP fee does not apply to the Customer's obligation to return the Equipment in a clean condition under the Terms.