

Ryd End User Terms & Conditions

The Terms and Conditions constitute an agreement between 'Accel Technologies Limited' operating under the brand Ryd (**Ryd, we, us and our**) and the person using, or applying to use, Ryd's Services (**User, driver, them, they, you, your**).

This applies to all scenarios whereby Ryd provides vehicles and management thereof for use by Users. The Ryd mobile application (Ryd app) operates and manages the service.

1. Vehicle and App Access

- 1.1. Access to the Ryd app can vary, with the default being to send an email invitation asking you to sign up. Additional options are scanning a QR code, using a website URL or signing up directly within the Ryd app.
- 1.2. Users will be asked to sign up for the service and provide their full name, email address (in the case where they were not invited to the service), password, driving license number, full residential address, date of birth and mobile phone number, and credit card payment details.
- 1.3. Depending on the operated service, Users may be asked to provide an access code before registration.
- 1.4. Depending on their mobile device, Users will download the Ryd app from either the [Google Play](#) or [Apple App Store](#).
- 1.5. Depending on the service being operated, Users will be required to conduct a driver's license validation from within the app before being able to book a vehicle. This requires uploading a photo image of their driver's licence, a picture of themselves and providing consent for Ryd to conduct driver licensing checks. The user will receive an email informing them if their validation has succeeded.
- 1.6. Subject to a successful driver's license validation, Users can place a booking and access the Vehicle.

2. User Responsibilities

- 2.1. The Driver must be twenty-one (21) years or over and have held a full current driver's licence for at least one (1) year.
- 2.2. The User is responsible for the Vehicle during the Booking Period.
- 2.3. The User must hold and carry with them on every Booking a valid driver's licence appropriate for the Vehicle and must not allow the Vehicle to be driven by any person who is not the identified User for that Booking.
- 2.4. The User must use reasonable endeavours to avoid any loss or damage to the Vehicle or third persons or their property.
- 2.5. The User must ensure the Vehicle is always locked when unattended.
- 2.6. If applicable and available, the User must unplug the Vehicle from the charging station at the beginning of

the Booking Period and plug it back into the charging station after the Booking Period.

2.7. The User must not:

- 2.7.1. Use or allow the Vehicle to be used for the transport of passengers for hire or reward;
- 2.7.2. Sublet or hire the Vehicle to any other person;
- 2.7.3. Use the Vehicle for any illegal purpose whatsoever;
- 2.7.4. Use the Vehicle for off-road driving, including but not limited to 4-wheel drive tracks, beaches, riverbeds, construction sites, legal unformed roads or parks;
- 2.7.5. Drive recklessly;
- 2.7.6. Operate the Vehicle or allow it to be operated in a race, speed test, rally or contest;
- 2.7.7. Smoke, vape or allow smoking and vaping inside the Vehicle;
- 2.7.8. Allow the Vehicle to be operated outside their authority, including using the Vehicle to teach somebody how to drive;
- 2.7.9. Use any hand-held electronic device whilst driving the Vehicle;
- 2.7.10. 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;
- 2.7.11. Allow the Vehicle to carry dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005;
- 2.7.12. Allow or operate the Vehicle in any circumstances when the User is under the influence of a drug or alcohol which contravenes Sections 12, 56, 57, 57a, 57aa or 58 of the Land Transport Act 1998;
- 2.7.13. Allow or operate the Vehicle in a manner that breaches the Land Transport Act 1998, Land Transport (Road User) Rule 2004, or any other act, regulation or bylaw in force within New Zealand;
- 2.7.14. Interfere with or modify any part of the Vehicle outside of its intended use as detailed within the manufacturer guidelines and specifications located in the Vehicle's glove compartment;
- 2.7.15. Register or claim to be entitled to register any interest in the Vehicle under the Personal Property Securities Act 1999;
- 2.7.16. Operate the Vehicle when it is unsafe or in an unroadworthy condition;
- 2.7.17. Leave an accident scene or similar event before the arrival of a tow or salvage operator if required;
- 2.7.18. End the Booking without plugging the Vehicle back into the charging station associated with the Designated Parking Space (if applicable and available);

- 2.7.19. Use the Vehicle in a manner or for a purpose that may negatively affect the reputation of Ryd; or
- 2.7.20. At any stage, park the Vehicle in any illegal parking space.
- 2.7.21. Use and drive the vehicle on Skippers Canyon and Crown Range Road in Queenstown area.
- 2.7.22. Drive the vehicle up the mountain to ski's fields. Instead, make use of the parking available at the bottom of the ski's fields.

2.8. The User must:

- 2.8.1. comply with all rules, instructions and regulations set by the owners and operators of any car parking premises (including those car parking premises at which a Designation is located);
- 2.8.2. comply with all reasonable directions of Ryd about the operation of the Vehicle;
- 2.8.3. comply with all laws applicable to the operation of the Vehicle; and
- 2.8.4. ensure that a copy of these Terms and Conditions is kept in the Vehicle for the Booking Period and produced without delay for inspection by an enforcement officer. A copy of these Terms and Conditions and the details applicable to the Booking will be available via the Ryd app.

3. Ryd's Responsibilities

- 3.1. Ryd will ensure the Vehicle is in a safe and roadworthy condition before the Commencement of a Booking Period, with a current certificate of registration and fitness, provided that Ryd shall not be in breach of this Agreement if it has not been notified of any damage to a Vehicle before the commencement of a Booking Period.
- 3.2. Ryd is responsible for all Vehicle running costs during the Booking Period except fees payable by a User under this Agreement.
- 3.3. Whilst reasonable endeavours are used to ensure Vehicle availability, Ryd does not guarantee the availability of a Vehicle when required by the User, whether at a particular Designation or otherwise.

4. Beginning a Booking

- 4.1. The User can book a Vehicle in advance right up to the commencement of a Booking Period.
- 4.2. Use of Vehicles can be pre-booked via the Ryd app or any other method that Ryd may make available.
- 4.3. A User can cancel Bookings right up to the start of the Booking time.
- 4.4. The User must collect the Vehicle at the Designated Parking Space.
- 4.5. If the User is late for their Booking but within 15 minutes of the Booking time, then the Booking will not be cancelled, and the User will be charged the Tariff from the beginning of the Booking.

- 4.6. If the User fails to arrive for their Booking or more than 15 minutes after the Booking time, the Booking will be cancelled, and the Vehicle will become available to other registered Users. The User will be charged a minimum Tariff. If the User still requires a Vehicle, they must make a new Booking.
- 4.7. Ryd may, at any stage, be required to cancel a Booking for reasons such as, but not limited to, technical, mechanical, safety, or emergency.
- 4.8. Before operating a Vehicle at the commencement of a Booking Period, the User must always complete a Vehicle condition inspection as soon as reasonably practicable via the app:
 - 4.8.1. any damage to the Vehicle;
 - 4.8.2. the cleanliness of the Vehicle
- 4.9. The User agrees that if it fails to communicate any of the matters specified at the beginning of the Booking Period, any such issue concerning the Vehicle may be deemed by Ryd to have occurred during the Booking Period, and Ryd may charge the User:
 - 4.9.1. if the Vehicle is not in a Clean Condition, the cleaning fee as outlined in the Payment Schedule;
 - 4.9.2. if the Vehicle is in a Soiled Condition, the soiled vehicle fee, as outlined in the Payment Schedule; and
 - 4.9.3. if the Vehicle is damaged, all amounts payable under this Agreement about damaged Vehicles.

5. Vehicle Return

- 5.1. After a Booking Period, the User must return the Vehicle locked, free from damage and in a Clean Condition to a Designated Parking Space from which the journey was started or (if applicable and available) a different Designation Parking Space as allowed in the Ryd app.
- 5.2. The User must plug the Vehicle back into the charging unit (if applicable and available) to end the Booking and begin charging. Failure to do so, Ryd may decide to charge a penalty fee.
- 5.3. After a Booking Period, the User must complete a visual inspection of the Vehicle and ensure any new damage, or the fact that the Vehicle is in a Soiled Condition or not in a Clean Condition, is reported as soon as reasonably practicable to Ryd.
- 5.4. The User must check the Vehicle for any personal property and remove all rubbish.
- 5.5. If a User notifies Ryd, or Ryd otherwise reasonably considers that the returned Vehicle is not in a Clean Condition (including if the User fails to inform Ryd and the next driver reports to Ryd during their Vehicle condition inspection that the Vehicle is not in a Clean Condition) then Ryd will charge the User a cleaning fee plus the administration fee as outlined in the Payment Schedule.
- 5.6. If a User notifies Ryd, or Ryd otherwise reasonably considers that the returned Vehicle is in a Soiled

Condition (including if the User fails to inform Ryd and the next driver reports to Ryd during their Vehicle condition inspection that the Vehicle is in a Soiled Condition) then Ryd will charge the User a soiled vehicle fee plus the administration fee relating to cleaning as outlined in the Payment Schedule.

- 5.7. If a User notifies Ryd, or Ryd otherwise reasonably considers that the returned Vehicle is damaged (including if the User fails to inform Ryd and the next driver reports Ryd during their Vehicle condition inspection that the Vehicle is damaged), then Ryd will charge the User all amounts payable under this Agreement about damaged Vehicles.
- 5.8. If another vehicle is parked in the Designated Parking Space, the User must contact Ryd, and the support team will advise an alternate parking space.
- 5.9. If the Vehicle is towed or clamped during a Booking Period:
 - 5.9.1. the User is to contact Ryd immediately on becoming aware of towing or clamping to make arrangements for the recovery of the Vehicle and its return to its Designated Parking Space;
 - 5.9.2. the User shall be liable for all fees incurred in the repositioning, recovering, or unclamping of the Vehicle. This includes fees from towage and any fines during this period.

6. Vehicle cleanliness

- 6.1. If Ryd reasonably considers, or is notified by a User, that a Vehicle is:
 - 6.1.1. not in a Clean Condition; or
 - 6.1.2. in a Soiled Condition,

the Vehicle will be removed by Ryd from availability and groomed accordingly.
- 6.2. If the Vehicle is in a Soiled Condition, then the User must remove as much as reasonably possible and contact Ryd as soon as reasonably practicable.

7. Lost Property

- 7.1. Ryd encourages every User to check all compartments, seats and storage spaces after the Booking Period to ensure no personal property is left behind.
- 7.2. If a User is missing something or finds any lost property, they must contact Ryd as soon as reasonably practicable. The User is to leave the property secured in the Vehicle, and Ryd may arrange for it to be returned at the cost of the relevant User.
- 7.3. The User acknowledges that Ryd cannot be held responsible for any items left in a Vehicle during or after a Booking Period.

8. Accidents

Where the Vehicle is involved in an accident:

- 8.1. The User is to call Ryd at **09 909 8410** to procure assistance and otherwise take prompt steps to minimise, avoid or diminish the loss, damage, or liability of Ryd or its insurer. The Booking Period will be considered to have ended during the call.
- 8.2. If required, our third-party provider will dispatch a roadside assistance contractor as soon as practicable.
- 8.3. The User is to make the Vehicle secure and inform the police immediately if anyone is injured, the traffic flow is obstructed, or there is a disagreement on the facts.
- 8.4. The User is to collect the registration of any other vehicle involved and the names, addresses and licence number of any other driver involved.
- 8.5. If the Vehicle is immobilised or otherwise unsafe to drive due to the accident, Ryd's third party breakdown service provider will arrange to transport the Vehicle to a selected location, and the User may be provided with alternative transport at the discretion of Ryd. The type of alternative transport solution that Ryd may provide (if any) will be selected at the discretion of Ryd (acting reasonably) provided that such alternative transport is either:
 - 8.5.1. reasonably sufficient to enable the User to complete the Booking; or
 - 8.5.2. sufficient to return the User to the Designated Parking Space.
- 8.6. The costs of any roadside assistance contractor or alternative transport following an accident shall be:
 - 8.6.1. at Ryd's expense, where the reason for the accident is a mechanical failure; and
 - 8.6.2. otherwise at the cost of the User.
- 8.7. The User is:
 - 8.7.1. to provide Ryd with any information as may be reasonably required in connection with the accident (including completing any forms as requested by Ryd);
 - 8.7.2. not to admit it is liable or say or do anything that prejudices the Ryd or its insurer's ability to defend the claim or seek recovery;
 - 8.7.3. not to negotiate, or offer to pay reparation, including but not limited to, offers made as part of any case management conference or sentencing hearing; and
 - 8.7.4. not to leave an accident scene or similar event before the arrival of a tow or salvage operator if required;
 - 8.7.5. allow Ryd's insurer to act in the User's name to defend, negotiate or settle the claim as Ryd's sees fit.

9. Breakdown Assistance

Where a Vehicle suffers a breakdown (including where a warning light is activated, or the Vehicle is immobilised or is unsafe to drive) other than a result of an accident:

- 9.1. The User is to call Ryd on **09 909 8410** to procure assistance and end their current Booking Period;
- 9.2. Following such a call, Ryd's third party breakdown service provider will dispatch a roadside assistance contractor as soon as practical;
- 9.3. The User may be provided with alternative transport at the discretion of Ryd. The type of alternative transport solution that Ryd may provide (if any) will be selected at the discretion of Ryd (acting reasonably) provided that such alternative transport is either:
 - 9.3.1. reasonably sufficient to enable the User to complete the Booking; or
 - 9.3.2. sufficient to return the User to the Designated Parking Space.
- 9.4. The costs of the provision of any roadside assistance contractor or alternative transport following a breakdown shall be:
 - 9.4.1. at the cost of the User (with the User's credit card to be debited following the breakdown of the Vehicle) if the cause of the breakdown is User induced (including the Vehicle having a flat battery that is not otherwise caused by mechanical failure); and
 - 9.4.2. otherwise at the cost of Ryd.
- 9.5. The User shall ensure that the Vehicle is kept secure and parked legally (to the extent reasonably practical) following any breakdown.

10. Liability

The User is liable for the following:

- 10.1. Any loss of, or damage to, the Vehicle and its accessories during the Booking Period;
- 10.2. Any damage, loss or costs incurred by Ryd in connection with the use or misuse of the Vehicle, including any damage to property, injury or death of people, penalties and fines, any claims against Ryd by a third party arising from their use/misuse of the Vehicle, and salvage costs;
- 10.3. Any loss of, or damage to, vehicles and property of third parties during the Booking Period arising out of or in connection with the use or misuse of the Vehicle.
- 10.4. The User agrees to release and indemnify Ryd from and against all actions, claims, demands, losses, damages, costs, expenses, or harm which the User may suffer or incur or become liable due to the use or

misuse of the Vehicle. Except as expressly set out in this agreement (including any loss or costs described in this Agreement), the User will not be liable for any loss of profits and indirect or consequential loss.

11. Insurance

- 11.1. Motor vehicle insurance is offered to all Users for Vehicles operated by Ryd.
- 11.2. Ryd's insurance policy provides cover against loss or damage to the Vehicle;
- 11.3. The User acknowledges that Ryd's insurance policy contains several exclusions, qualifications and limitations from cover. Where an exclusion, qualification or limitation applies, the insurance cover referred to in this clause will not apply. In these circumstances, the User will be responsible for the matters specified in our Liability terms;
- 11.4. Only a person whom Ryd has authorised as a User can drive under Ryd's motor insurance policy;
- 11.5. A User must inform Ryd immediately should any of their driving history details change, including but not restricted to revocation of their driving licence or any further endorsements or accidents. Failure to inform Ryd about a change in driving history could exclude insurance coverage for the User;
- 11.6. No cover is provided for the theft of personal belongings from the Vehicle, nor is any personal accident cover provided;
- 11.7. Users are liable for any excess if a User has an accident. Excess rates plus any relevant administration fees are listed in the Payment Schedule.
- 11.8. Ryd's insurer will not exercise rights of subrogation against Users subject to the Vehicle being driven within the terms of Ryd's insurance policy and the User complying with all applicable laws.

12. Payment

- 12.1. The User will pay Ryd all Tariff and applicable Additional Charges for each Booking Period.
- 12.2. All Tariffs and Additional Charges will be paid immediately by directly debiting the User's nominated credit card.
- 12.3. If the card issuer declines a credit card provided by a User to Ryd for payment purposes, then Ryd may, at its discretion, suspend or cancel the access of a User to Vehicles until such time that Ryd is satisfied accurate details have been provided, and Ryd has received payment.
- 12.4. If a credit card is declined by the card issuer leaving the User with an outstanding balance, then access to all Vehicles will be suspended until Ryd receives full payment.
- 12.5. Tariff charges shall accrue from when the user starts the Booking until the User returns the Vehicle on the

Ryd app. You may extend the usage period via the Ryd app during a Booking. During such an extended period, the applicable Tariff will continue to accrue and be charged until the end of the Booking Period.

- 12.6. In addition to the Tariff, the User is liable for all other charges and in the Payment Schedule or as otherwise set out below, including but not limited to;
- 12.6.1. We reserve the right to charge an excess Kilometre rate in respect of the number of Kilometre travelled above the calculated residual value where applicable;
- 12.6.2. Any charges for loss or damage to the Vehicle resulting from a User's failure to comply with these Terms and Conditions (subject to the other provisions of these Terms and Conditions), including the administration fee for accidents;
- 12.6.3. Any cleaning fee plus the administration fee relating to cleaning arising from the return of the Vehicle not in a Clean Condition.
- 12.6.4. Any soiled vehicle fee plus the administration fee relating to cleaning arising from the return of the Vehicle in a Soiled Condition.
- 12.6.5. All costs incurred by Ryd in the recovery of a towed Vehicle;
- 12.6.6. All road tolls charged to the Vehicle during the Booking Period;
- 12.6.7. If, without the prior agreement of Ryd, the Vehicle is not returned to its Designated Parking Space at the end of the Booking Period, the User will pay the relevant fee set out in the Payment Schedule;
- 12.6.8. All penalties, fines and other costs for Infringement Offences incurred by the User during a Booking Period. Any fines and penalties that Ryd processes will render the User liable for Ryd's administration charges as set out in the Payment Schedule;
- 12.6.9. Any costs Ryd incurs, including legal fees, in collecting payments due from the User (including the cost of debiting the User's credit card for an Infringement Offence and processing and sending to the User notices relating to an Infringement Offence);
- 12.6.10. Any finance charges Ryd incur for dishonoured, declined or failed payments and direct debits;
- 12.6.11. Any payment of an excess under clause 10;
- 12.6.12. Applicable fees for special information or data requests;
- 12.6.13. All credit card payments may incur a merchant fee surcharge.
- 12.7. The User's entry into this Agreement shall constitute authority for Ryd to calculate and charge against the User's nominated credit card all monies due under this Agreement.
- 12.8. The User must pay all amounts owing to Ryd without set-off or deduction.

- 12.9. Where a payment under this Agreement is due on a day that is not a Business Day, the due date will be the preceding Business Day.

13. Infringement Offences

- 13.1. Ryd undertakes, in the event of receiving a notice of any Infringement Offence, to send a copy of the infringement notice and a copy of any reminder notice to the User as soon as practicable. The User authorises Ryd to provide such necessary information to the relevant issuing enforcement authority for such statements to be directed to the User.
- 13.2. The User has the right to challenge, complain about, query or object to the alleged Infringement Offence to the issuing enforcement authority, and the User has the 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).
- 13.3. Ryd will pay any amount for which the User is liable for an Infringement Offence; the User will also be charged that amount with the applicable administration charges as set out in the Payment Schedule.
- 13.4. By agreeing to this Agreement, the User confirms that it has been notified of its liability for any Infringement Offences, its rights in respect of any Infringement Offences and Ryd's undertaking regarding any infringement notices and reminder notices.

14. Vehicle Charging

- 14.1. On occasion and depending on the type of journey, the User may be required to recharge the Vehicle. How and where to do this is detailed in the Ryd app.
- 14.2. If a charger is available at the Designated Parking Area, the User must connect it to the vehicle before ending their Booking.

15. Termination

Any monies owed to Ryd at termination will become immediately due and payable. The User's acceptance of this Agreement grants Ryd the right to charge against the User's nominated credit card all monies due and payable under this Agreement at the time of termination.

16. Privacy

Ryd respects a User's right to privacy and maintains a policy of strict confidence concerning all personal information (as defined in the Privacy Act 1993). [Ryd's policy](#) concerning the use and disclosure of personal data is as follows;

- 16.1. All information collected is to provide a Private service to Ryd's Users and for related services.

- 16.2. The User acknowledges and agrees that Ryd, or a third party on Ryd's behalf, may, from time to time, contact the User with information about products, services and special deals offered by Ryd or any other third party by post, email or other electronic means.
- 16.3. Ryd may request personal information to verify User identity. Ryd will only speak to authorised User contacts about their accounts and not to any third party.
- 16.4. The User acknowledges that personal information may be disclosed to Ryd's insurers, professional advisors and service providers, for a credit check, to debt collection agencies and payments facility providers, to other parties involved in an accident with the Vehicle, or any organisations responsible for issuing, processing or handling traffic and parking related offences, or otherwise as permitted by the Privacy Act 1993.
- 16.5. Ryd will not sell, lease, rent, loan or trade lists of any User information.
- 16.6. Reasonable steps are taken to ensure Ryd's information is accurate, complete and current. If any information is inaccurate, then a User can contact Ryd, and all reasonable steps will be taken to correct it.
- 16.7. All personal information is kept in a secure environment.
- 16.8. Under the Privacy Act 1993, individuals have rights of access to and correction of their personal information.
- 16.9. These policies may be superseded by requirements or obligations imposed by statute, regulation or legal process.

17. Telematics

- 17.1. The User acknowledges and understands that the Vehicle has been fitted with GPS and Telematics technology, which communicates Booking and usage information to the Vehicle and from the Vehicle back to Ryd.
- 17.2. Subject to clause 17.6, the User agrees that Ryd may disclose to any affiliated or non-affiliated third party any personal data necessary for the performance of the Agreement and about the use of the Vehicle.
- 17.3. The User acknowledges that Ryd's technology utilises cellular and radio signals to transmit data and communications; therefore, transmissions' privacy and security cannot be guaranteed.
- 17.4. Subject to clause 17.6, the User authorises and consents to using, disclosing, accessing, and retrieving any data and information produced or derived from Ryd's technology.
- 17.5. The User authorises Ryd to use all the above-mentioned data and information to formulate reports, information and insights on Vehicle usage and driver behaviour, which will be shared with the User.

- 17.6. Any data to be disclosed by Ryd by clauses 17.2 and 17.4 shall be informed on the basis that it is aggregate information not attributable to or identifiable against the User, provided that Ryd may disclose to the User data collected concerning the User's use of Vehicles.

18. Limitation of Liability

- 18.1. This Agreement is subject, in all cases except where the User is contracting within the terms of a trade/business (which claims are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.
- 18.2. All warranties, conditions, or other implied terms are excluded and permissible by law. This Agreement constitutes the sole understanding of the parties about its subject matter and supersedes all prior understandings, written or oral, which will be of no further force or effect.
- 18.3. To the extent permitted by law, in no event shall Ryd be liable to the User under or in connection with this Agreement and the supply of the services (whether in contract, tort or otherwise) for consequential losses or damages, indirect loss or any economic loss or loss or profits.
- 18.4. To the extent that Ryd's liability is not otherwise limited or excluded, and to the fullest extent permitted by law, Ryd's aggregate liability to the User, whether in tort, contract or otherwise, for any loss, damage or injury about the services is limited to the price paid by the User for the services in respect of which the claims or claims are made.
- 18.5. Ryd will not breach any obligations under this Agreement because of any failure on Ryd due to a cause beyond Ryd's reasonable control.

19. Communication and Notifications

By placing a booking, you agree to receive operational-related text messages from Ryd. These messages may include, but are not limited to, notifications about:

- Booking confirmations and updates
- Vehicle availability and location
- Changes to your booking or service disruptions
- Important safety information
- Reminders and alerts related to your booking

You can opt out of receiving these messages at any time by contacting our customer service team. However, please note that opting out may affect your ability to receive important updates about your bookings.

20. Ownership of Vehicle

The User acknowledges that any Vehicle is and shall remain the sole property of Ryd or Ryd's leasing provider where applicable. Nothing contained in this Agreement will confer upon the User any right of

property or interest in or to the Vehicle. The User shall always be bailee only of the Vehicle.

21. No Waiver

No failure or forbearance by Ryd to exercise, or delay in exercising, (in whole or in part) any right, power or remedy under, or in connection with, this Agreement shall operate as a waiver of that right, power or remedy. A release by Ryd (which must be in writing) of any breach by the User shall not be, or deemed to be, a waiver of any other or subsequent breach.

22. Assignment and Subcontracting

- 22.1. The User shall not directly or indirectly assign, transfer or otherwise dispose of any of its rights or interests in, or any of its obligations or liabilities under, or in connection with, this Agreement except with the prior consent of Ryd.
- 22.2. Ryd may subcontract the performance of its obligations under this Agreement.

23. Governing Law

The laws of New Zealand govern this Agreement. Both parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

24. Notices

A notice under this Agreement shall be sufficiently given or served if delivered or emailed to such party at the address used during registration.

25. Amendments

Ryd may vary these Terms and Conditions by putting the varied terms on its website. Bookings 7 days after the date of the publication of the various terms will be subject to variation, and the placing of the Booking shall be deemed to be an acceptance of such various Terms and Conditions.

26. Severability

The illegality, invalidity or unenforceability of any provision of these Terms and Conditions will not affect another provision's legality, validity or enforceability.

27. Interpretation

Unless the context otherwise requires, the following words and terms have the following meanings:

Agreement means these Terms and Conditions.

Booking means the time that the User has pre-booked for using the Vehicle.

Booking Period means the time from when the Ryd app unlocks the Vehicle to the time that the Ryd app returns the Vehicle to the Designated Parking Space.

Business Day means a day other than Saturday and Sunday on which Ryd's Bank is open for business in New Zealand.

Clean Condition means a reasonably clean Vehicle that is free from rubbish or other belongings considering fair wear and tear, and is not in a Soiled Condition.

Additional Charges means all fee set out in the Payment Schedule.

Designated Parking Space means a marked, numbered and sign-written parking space within a Designation where a Vehicle can be parked and charged.

GST means goods and services tax chargeable by the Goods and Services Tax Act 1985 and includes, but is not limited to, any penalty, interest or other amount charged, imposed or levied on or in respect of goods and services tax.

Designation means the locations at which Ryd will make Vehicles available at Designated Parking Spaces.

Infringement Offences mean speeding offences, offences regarding failure to comply with traffic signals, toll offences and parking violations.

Tariff means the charges for usage of the vehicle during a Booking Period.

Payment Schedule means the schedule of fees added to the Tariff. These are available in the Ryd app under "Penalty Catalogue" or the FAQ.

User means an individual that is a party to this Agreement.

Soiled Condition means a Vehicle soiled (inside or outside) by a liquid or other foreign substance such as soil, smoke, mud, vomit or blood.

Vehicle includes any motor vehicle, moped or motorised kick-scooter that a User is permitted to use for the Booking and consists of the Vehicle's accessories. The make, model and unique identification number of a Vehicle for a particular Booking will be identified to the User.

Changes to End User Terms and Conditions

At our sole discretion, we reserve the right to update, change or replace any part of these Terms and Conditions. Changes will be reflected in the Ryd app in the form of a text notification. However, there may be a delay in updating printed Terms and Conditions located within the vehicles, and it is your responsibility to check for changes periodically. Your continued use of the Service following the posting of any changes to these Terms and Conditions constitutes acceptance of those changes.

Contact information

If you have any questions about the Terms and Conditions, you can contact us using the details below:

support@ryd.co.nz

These Terms and Conditions were last amended on 01/01/2025