

Zilch Terms & Conditions

The Club – Commuter Subscription Schedule

April 2021

This Schedule is in addition to your Private Membership Agreement – Terms & Conditions with Sustainable Mobility Limited trading as Zilch. All terms within your Private Membership Agreement shall apply unless inconsistent with any specific provisions of this schedule, in which case the following provisions do apply.

1 Subscription

You confirm your understanding that you will be charged for a four-week recurring booking in advance, that will be processed at (or around) the time of your booking request.

2 Bookings

To sign up:

- You must be a registered Zilch member and have a valid payment method (credit card) uploaded into your Zilch profile.
- You need to have received a Zilch Access Card or you have downloaded the Zilch Car Share mobile app, or both.

3 Vehicle Guarantee

Zilch guarantees you access to a Zilch EV every weeknight (Monday to Thursday) and for the weekend (Friday, Saturday and Sunday). Your selected vehicle type is subject to change based on availability.

You can select from the following START and END times:

START	END
5:00pm	9:00am
4:30pm	8:30am
4:00pm	8:00am
3:30pm	7:30am
3:00pm	7:00am

Note: Our Service Delivery team will sort this with you during the sign-up process. You can access the vehicle anytime during these periods.

Talk to our team if these times don't suit, in some cases we may be able to be creative.

4 Extensions

All usage outside of your selected period will attract standard pricing (see www.zilch.nz).

We will charge your uploaded payment method for any extensions on a weekly basis.

5 Special days – Sick days, Work-From-Home Days & Holidays

Stuff happens, we get that!

If for any reason you can't (or don't want to) go to the office, then let us know:

By phone 0800 2 ZILCH (0800 294 524)

By email support@zilch.nz

If we are notified on or before the special day, then you will be charged a reduced fee of \$39 (including GST) per special day. This will be processed at the time of notification. If we are not notified, then you will be charged standard rates.

During each special day, a travel allowance of 50kms applies. Additional kilometres will be charged at standard rates.

6 Confirmation

You will receive an email and a text message prior to your START time advising the name, registration, and location of your car.

7 Charging

You agree to return the vehicle with a minimum of 80% battery charge. You agree to charge the vehicle overnight at your home, or at a public fast charger, prior to returning the vehicle to its designated location with 80% charge, or to return the vehicle prior to 9am so it has sufficient time to charge to 80% charge by 9am. This is to ensure the vehicle is ready for service to other customers.

Failure to return the vehicle with at least 80% battery charge at 9am may result in an additional fee of \$49 (incl GST) and is at the discretion of Zilch.

8 Cleanliness

You agree to return the vehicle in a clean, tidy and litter-free condition. Any vehicle returned in a dirty or soiled state may result in a cleaning fee (as per our Fees, Charges and Interest Schedule available at www.zilch.nz (this will be charged at the discretion of Zilch.

9 New Damage

You agree to check the vehicle at your START and END time for any new damage, and to report (if any) to Zilch either by App, Web or Phone as soon as is reasonably possible. Failing to do so may result in the damage being attributed to your Booking.

10 Automatic Renewal

Your Commuter Subscription to The Club will automatically renew after four weeks and payment for four weeks of Bookings in advance will be charged to your credit card.

11 Cancellation

Cancellation of your Commuter Subscription to The Club must be received by Zilch, in writing, at least 1 week prior to the start of your monthly booking period by emailing support@zilch.nz.

You can reinstate your membership at any time, however the Terms & Conditions including Rentals, Fees & Charges are subject to change and will be charged at the current rate at time of renewal.

12 Rate Guarantee

Zilch guarantees your signed up rate for so long as you maintain a consecutive Commuter Subscription to The Club, which includes holidays as per clause 13.

13 Subscription Breaks

The monthly subscription can be paused for a total combined period of up to 4 weeks per calendar year. No roll over.

You will be charged a holding fee equivalent to 50% of your subscription during these break periods.

14 Failed Payments

If payment is declined, all future bookings will be cancelled, and the subscription placed on hold until payment is received in full. Any planned Subscription Break may also be forfeited.

15 Rentals, Fees and Charges

Your credit card will be charged on a monthly in advance basis. This is calculated as the agreed weekly rate multiplied by 52 weeks in a year and divided by 12 months to give a monthly rate.

This amount will be billed on the 5th day of each month in advance.

Your first payment date will be the date of agreed service start and the period between this date and the very next 5th day of the month will be charged at a per day rate calculated by your monthly amount (as calculated above) divided by 30 (days) multiplied by the number of days until the next 5th of the month.

16 No-Refund

This subscription service is for access to vehicles not for actual usage of the vehicles. No refund will be given if the vehicle is not used at any stage during the month.

17 Non-Transferrable

At all times you must ensure you are the person driving the vehicle, your Booking cannot be transferred to any other person. Please contact our Service Delivery team if you wish to include a spouse or partner as an allowed Driver.

18 Amendments

Zilch 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 varied terms will be subject to the variation, and the placing of the Booking shall be deemed to be an acceptance of such varied Terms and Conditions.