



NGĀTI WHĀTUA ŌRĀKEI

Hiko Vehicle Terms and Conditions

Last revised: October 2025

These terms and conditions set out the basis on which Drivers may access and use Ngāti Whātua Ōrākei's Hiko Vehicle Sharing Scheme, and Zilch's booking application which is integrated into Ngāti Whātua Ōrākei's Hiko web-platform.

In these terms, Ngāti Whātua Ōrākei or NWŌ means Ngāti Whātua Ōrākei Trustee Limited

NWŌ's address is Level 1, 8 Mahuhu Crescent, Auckland 1010 and you can contact NWŌ's Hiko administrator by email during the Booking Period at hiko@nwo.iwi.nz

Drivers accept and agree to these terms and conditions with NWŌ by registering to be a Driver:

1 Driver Registration

1.1 An individual can apply to become a registered Driver of the Hiko Vehicle Sharing Scheme if that individual:

- (a) satisfies the Driver Criteria set out in clause 1.2;
- (b) applies to be a Driver of the Hiko Vehicle Sharing Scheme through NWŌ's registration process by completing a Registration Details Form via the Hiko web platform;
- (c) satisfactorily completes a NZTA Driver Check, through NWŌ's registration process; and
- (d) submits any other information and/or evidence required by NWŌ to assess the individual's eligibility to be a Driver.

1.2 All Drivers must ('**Driver Criteria**')

- (a) be a registered member of NWŌ;
- (b) continue to be able to complete a NZTA Driver Check which returns results that are satisfactory to NWŌ;
- (c) have and maintain a valid full New Zealand driver licence for driving cars (Class 1); and
- (d) not breach, or have a history of breaching these terms, or any other guidance provided by NWŌ.

1.3 NWŌ will, in its sole discretion, decide whether to accept an application to become a registered Driver. NWŌ will notify the individual of whether or not they have been accepted as a registered Driver. NWŌ will maintain a database of registered Drivers of the Hiko Vehicle Sharing Scheme in accordance with its Hiko Vehicle Privacy Statement.

2 Permitted and Prohibited Use

- 2.1 The Driver must only use a Hiko Vehicle for either personal or hapū purposes (**Permitted Use**).
- 2.2 The Driver must never use or operate a Hiko Vehicle, or allow it to be used or operated:
 - (a) for any purpose other than a Permitted Use;
 - (b) as a tool of trade;
 - (c) to transport passengers or goods for hire or reward;
 - (d) to sublet or hire the Hiko Vehicle to any other person;
 - (e) outside the Driver's authority;
 - (f) in circumstances that constitute an offence against sections 56, 57, 57AA, 57A or 58 of the Land Transport Act 1998;
 - (g) for any illegal purpose whatsoever;
 - (h) in a race, speed test, rally or contest; or
 - (i) in breach of the Land Transport Act 1998, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules, or bylaws relating to road traffic;
 - (j) or driven by any person, if at the time of driving, the driver is not the holder of a current driver licence appropriate for the Hiko Vehicle; or
 - (k) for off-road driving including but not limited to four-wheel drive tracks, beaches, riverbeds, construction sites, legal unformed roads, or on parks.

These uses are referred to collectively as a **Prohibited Use** in these terms.

3 Driver Responsibilities

- 3.1 The Driver who makes the booking:
 - (a) is solely responsible for the Hiko Vehicle and must have oversight and control over the Hiko Vehicle;
 - (b) must not allow any other person to drive the Hiko Vehicle; and
 - (c) must always carry their verified and valid driver's licence while driving, during the Booking Period.
- 3.2 The Driver must comply with:
 - (a) all reasonable directions of NWŌ in relation to the use and operation of the Hiko Vehicle,

including without limitation, NWŌ's Hiko Handbook (available on the web portal), NWŌ's safety video (available [here](#)), and ensure their passengers also comply with these directions; and

- (b) all laws, regulations, bylaws and rules applicable to the use and operation of the Hiko Vehicle at all times.
- 3.3 The Driver acknowledges the Hiko Vehicle is a branded vehicle, and the Driver agrees they will not operate the Hiko Vehicle in any way that may negatively impact the reputation of Ngāti Whātua Ōrākei.
- 3.4 The Driver must drive the Hiko Vehicle safely and taking care not to damage the Hiko Vehicle, people or other property and must not:
- (a) drive dangerously, or recklessly or in a manner that could cause injury to a person or animal, damage to property, or distraction to other drivers;
 - (b) drive tired or while under the influence of a drug(s) or alcohol in breach of the Land Transport Act 1998;
 - (c) use any hand-held electronic device while driving;
 - (d) drive in unsafe weather conditions, or on unsealed roads;
 - (e) drive when the Hiko Vehicle is damaged, or in an un-roadworthy condition;
 - (f) smoke, vape or allow smoking or vaping in the Hiko Vehicle;
 - (g) drive exceeding the applicable speed limit;
 - (h) allow the Hiko Vehicle to carry dangerous goods as defined by the Land Transport Rule: Dangerous Goods 2005, or to transport any animals;
 - (i) interfere with or modify any part of the Hiko Vehicle outside of its intended use as detailed in the manufacturer guidelines and specifications; or
 - (j) allow the Hiko Vehicle to be loaded with more than five passengers, or more than the gross vehicle mass specified in the vehicle specifications or certificate of loading.

- 3.5 During the Booking Period, the Driver must:
- (a) ensure the Hiko Vehicle is parked safely and legally and securely locked when unattended; and
 - (b) comply with all rules, instructions and/or regulations of the carparking premises they use, including those at the Hub.

3.6 The Driver acknowledges that during the Booking Period they are a bailee of the Hiko Vehicle and do not have any property right or security interest in that Vehicle. The Driver will not register, or claim to be entitled to register, any security interest in the Hiko Vehicle under the Personal Property Securities Act 1999.

4 Access Cards

- 4.1 NWŌ will assign an Access Card to each Driver. The Driver will use the Access Card to unlock and lock the Hiko Vehicle during each booking.
- 4.2 Drivers must keep their assigned Access Card in a safe location, in good condition, and not make it available to others for use.
- 4.3 A Driver who misplaces their Access Card must notify NWŌ as soon as reasonably practicable after they discover it missing. Where an Access Card is lost, NWŌ may make a replacement Access Card available to the Driver, subject to the Driver:
- (a) paying the applicable fee in accordance with clause 9.2(b); and
 - (b) being, in NWŌ's reasonable opinion, in compliance with these terms.

5 Booking and Collecting a Hiko Vehicle

- 5.1 Drivers may book a Hiko Vehicle by completing a Booking Details Form via the Hiko web portal. The Driver acknowledges and agrees that:
- (a) no Booking Period will exceed 12 hours, unless specified otherwise in these terms; and
 - (b) they will not make back-to-back bookings, to assist NWŌ in making the Hiko Vehicle Scheme widely available to whānau;
- 5.2 While NWŌ aims to provide a reliable supply of Hiko Vehicles to whānau, NWŌ cannot and does not guarantee that a Hiko Vehicle will always be available for Driver use.
- 5.3 The Driver must collect the Hiko Vehicle at the Designated Parking Space with their Access Card at the start of the Booking Period. If a Driver arrives more than 15 minutes after the Booking Period commences, or fails to arrive for their booking, NWŌ will cancel the booking, and the Hiko Vehicle will be made available to other users for booking.

- 5.4 NWŌ shall use reasonable endeavours to ensure a Hiko Vehicle is suitably charged at the beginning of a Booking Period but on occasion and depending on the type of journey the Driver may be required to recharge the Hiko Vehicle. Details on how and where to do this are contained in the Hiko Handbook.
- 5.5 From time-to-time NWŌ may need to cancel a booking without notice if the booking can no longer reasonably go ahead because of rāhui, safety concerns, theft, damage, cleanliness issues, or any matters outside of NWŌ's control.
- 5.6 A Driver may cancel a booking any time before the start of the Booking Period through the Hiko web portal.
- 6 Hiko Vehicle Inspection and Related Charges**
- 6.1 At the start of each Booking Period before operating the Hiko Vehicle, the Driver must complete a Hiko Vehicle condition inspection, and as soon as reasonably practicable report:
- (a) any damage to the Hiko Vehicle;
 - (b) the Vehicle being in a Soiled Condition; or
 - (c) the Vehicle not being in a Clean and Tidy Condition,
- to NWŌ including a clear description and photographs of the matters identified ("**Vehicle Inspection**").
- 6.2 Upon receipt of such a report within Contact Hours, NWŌ will consider the report and determine next steps which may include approving the Hiko Vehicle for continued use, supplying the Driver with an alternative Hiko Vehicle, or cancelling the booking.
- 6.3 Where the Vehicle Inspection occurs outside of NWŌ's Contact Hours, the Driver must not continue with the booking where the Hiko Vehicle is damaged in a manner that is more than cosmetic or is otherwise unsafe to drive and operate. The Driver may continue with the booking where the Hiko Vehicle is still safe to drive and operate despite the cosmetic damage, Soiled Condition, or failure to be in a Clean and Tidy Condition.
- 6.4 If a Driver fails to complete a Vehicle Inspection and report the matters described in clause 6.1 at the start of the Booking Period, any such matter with respect to the Hiko Vehicle will be deemed to have occurred during that Driver's Booking Period, and NWŌ may charge the Driver any applicable fees or damages payable pursuant to clause 9.
- 7 Returning a Hiko Vehicle**
- 7.1 At or before the end of a Booking Period, the Driver must return the Hiko Vehicle, free from damage and in a Clean and Tidy Condition, to the Designated Parking Space in the Hub. If another vehicle is parked in the Designated Parking Space the Driver must safely park the Hiko Vehicle in a nearby carpark and promptly notify NWŌ where it has been parked to enable NWŌ to end the Booking Period.
- 7.2 The Driver must plug the Hiko Vehicle back into the charging unit to end the Booking Period and begin charging the Hiko Vehicle, at which point the Hiko Vehicle will be deemed returned to NWŌ. Unless otherwise stated in these terms, a failure to end the Booking Period in accordance with this clause will result the Booking Period remaining active and the Driver remaining responsible for the Hiko Vehicle under these terms.
- 7.3 At or before the end of a Booking Period, the Driver must complete a visual inspection of the Hiko Vehicle and:
- (a) take their personal property and any rubbish with them and vacuum the interior using the car vac supplied; and
 - (b) hand back the Hiko Vehicle in a clean, tidy and presentable;
 - (c) provide NWŌ by email to NWŌ's Hiko administrator with full details of:
 - (i) any damage to the Hiko Vehicle that occurred during the Booking Period;
 - (ii) any health and safety incidents, near misses, or hazards identified; and
 - (iii) the condition of the Hiko Vehicle if it is in a Soiled Condition or not in a Clean and Tidy Condition.
- 7.4 The Driver acknowledges and agrees that neither NWŌ nor any other Driver is responsible for any lost property left in a Hiko Vehicle during or after a Booking Period.
- 8 Insurance**
- 8.1 Subject to clause **Error! Reference source not found.**, insurance cover for the Driver's use of the Hiko Vehicle will be provided by NWŌ on the same terms and conditions as available to NWŌ, at no cost to the Driver. Under NWŌ's insurance cover the Driver will not be liable for damage or loss to the Hiko Vehicle, up to the maximum amount available to NWŌ, provided the Driver complies with these terms, including without limitation, ensuring the Hiko Vehicle is not used for a Prohibited Use, the Driver is not breaching their driving conditions, and the Driver does not commit an unlawful act such as driving under the influence of illegal drugs or alcohol.
- 8.2 The Driver will be liable for the Insurance Excess payable by NWŌ for any claim that needs to be made under NWŌ's insurance.
- 9 Charges and liability**
- 9.1 Subject to the other sub-clauses in this clause 9, NWŌ will not charge Driver any charges in respect of any booking of a Hiko Vehicle.

- 9.2 If a Driver notifies NWŌ, or NWŌ otherwise reasonably considers that:
- (a) the returned Hiko Vehicle is:
 - (i) not in a Clean and Tidy Condition then NWŌ will charge the Driver the Cleaning Charge; or
 - (ii) in a Soiled Condition, then NWŌ will charge the Driver the Soiling Charge; or
 - (b) the Driver has misplaced their Access Card, then NWŌ will charge the Driver the Replacement Card Charge.
- 9.3 The Driver will be liable for the following costs and fees, and to the extent NWŌ is invoiced or charged for any of the following costs or fees, it will pass those invoices or costs on to the Driver for payment:
- (a) any Insurance Excess payable under clause 8;
 - (b) all costs arising from the recovery or unclamping of a Hiko Vehicle under clause 10.2;
 - (c) any infringement fees incurred during the Booking Period in respect of the Hiko Vehicle arising from:
 - (i) an offence detected by approved vehicle surveillance equipment that is a speeding offence, or an offence in respect of failure to comply with the direction given by a traffic signal, or a toll offence; or
 - (ii) parking in any portion of a road in breach of any bylaw of a road controlling authority or *Part 6* of the *Land Transport (Road User) Rule 2004*; and
 - (d) all costs not covered by NWŌ's vehicle supplier associated with:
 - (i) the provision of Roadside Assistance or alternative transport following an accident, under clause 11.3(b);
 - (ii) replacing keys to the Hiko Vehicle that have been lost, or retrieving Hiko Vehicle keys that the Driver has locked in the Hiko Vehicle.
- 9.4 NWŌ will notify the Driver of the relevant cost or fee and will, for any infringement fee under clause 9.3(c), send the Driver a copy of the infringement notice and a copy of the reminder notice, as soon as is reasonably practicable. For infringement fee under clause 9.3(c), the Driver has a right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and a 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).
- 9.5 The Driver must pay NWŌ for the costs and fines specified in clause 9.3 within 10 Business Days of NWŌ notifying the Driver of the relevant cost or fee. A Driver may not book a Hiko Vehicle again until the infringement fee is paid in full.
- 9.6 NWŌ may charge interest on any amounts owed by the Driver to NWŌ under this agreement that are not paid by the applicable due date. The interest will be calculated daily from the next day after the due date up to and including the date of payment at the Interest Rate.
- 9.7 Notwithstanding any other clause, to the extent allowed by law the Driver will indemnify NWŌ for all costs and losses arising from:
- (a) the Hiko Vehicle being lost, stolen, abandoned or damaged during the Booking Period; or
 - (b) the Driver breaching any of its obligations to NWŌ under these terms, including without limitation using a Hiko Vehicle for a Prohibited Use.
- 9.8 Except for any rights you have for a breach of a guarantee under the Consumer Guarantees Act 1993, NWŌ will not be liable to you for any indirect or consequential losses, loss of profits or loss of opportunity.
- 10 Clamping and Towing**
- 10.1 Where the Hiko Vehicle is towed or clamped during a Booking Period:
- (a) within Contact Hours the Driver must immediately contact NWŌ to make arrangements for the recovery or unclamping of the Hiko Vehicle; and
 - (b) outside of Contact Hours the Driver must notify NWŌ with full details of the circumstances in which the towing or clamping occurred and:
 - (i) arrange for any clamp to be removed by the responsible clamping company, and pay all associated costs; or
 - (ii) take reasonable steps to promptly identify the responsible towing company, and safely retrieve the Hiko Vehicle, paying all associated costs.
- 10.2 The Booking Period shall continue until the Hiko Vehicle is returned to NWŌ, and the Driver shall be liable for all costs arising from the recovery or unclamping of the Hiko Vehicle including without limitation:
- (a) fees or charges imposed by any parking company;
 - (b) fees or charges imposed by the responsible towing or clamping company;

- (c) any vehicle damage arising; and
- (d) any legal fines or infringement fees.

Where the Hiko Vehicle is towed or clamped during a booking, that will constitute a breach of these terms and conditions by the Driver.

11 Accidents

11.1 Where the Hiko Vehicle is involved in an accident the Driver must:

- (a) immediately stop, check to see if anyone is hurt and help them where it is safe to do so;
- (b) provide and collect relevant details with the driver(s) of the other vehicle(s) including their full name, contact phone number, licence plate number, and the vehicle(s) make, model and colour;
- (c) Immediately contact the New Zealand Police if someone is hurt, there is a dispute as to the facts, or you cannot obtain the relevant details from the other driver(s);
- (d) promptly contact NWŌ by phone to procure assistance if it is within NWŌ's Contact Hours, and otherwise notify NWŌ in writing by email with a description of the accident;
- (e) take prompt steps to minimise, avoid or diminish the loss, damage or liability of NWŌ and/or its insurer;
- (f) call Roadside Assistance as soon as practicable if the Hiko Vehicle is unsafe to drive as a result of the accident, or there appear to be mechanical issues;
- (g) if the Hiko Vehicle is immobilised or otherwise unsafe to drive as a result of the accident:
 - (i) where it is safe to do so, the Driver must remain with or near the Hiko Vehicle until it is collected by a towing or salvage operator at which point the Booking Period will end;
 - (ii) where the Driver is located within Tāmaki Makaurau, NWŌ may provide the Driver, at NWŌ's sole discretion, with alternative transport from a safe location near the accident site to the Hub; and
 - (iii) NWŌ will be under no obligation to provide the Driver with a substitute Hiko Vehicle for the remainder of the Booking Period;
- (h) provide NWŌ and its insurer all relevant information regarding the accident to enable NWŌ to access its insurance entitlements, complete any documentation reasonably

required by NWŌ to properly record the incident, and fully participate in any investigation as part of NWŌ's health and safety systems;

- (i) not to admit it is liable or say or do anything that prejudices NWŌ or its insurers ability to defend the claim or seek recovery;
- (j) 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
- (k) allow NWŌ and/or its insurer the sole right to act in the Driver's name to defend, negotiate or settle the claim as NWŌ sees fit.

11.2 Where the Hiko Vehicle and Driver are both safe to drive after an accident, the Driver must promptly return the Hiko Vehicle to the Designated Parking Space and end the Booking Period for NWŌ to inspect.

11.3 The costs of the provision of any Roadside Assistance or alternative transport following an accident shall be:

- (a) at NWŌ's expense where the reason for the accident is a mechanical failure within the Hiko Vehicle, or third-party fault; or
- (b) alternatively at the cost of the Driver.

12 Breakdowns

12.1 The Driver must immediately contact Roadside Assistance for support where:

- (a) a service warning light activates during a Booking Period; or
- (b) a Hiko Vehicle breaks down or is immobilised during a Booking Period,

("Breakdown").

12.2 The Driver must proactively notify NWŌ of any Breakdown that occurs during the Booking Period including any information or guidance provided by Roadside Assistance.

12.3 Where the Hiko Vehicle is no longer safe to operate and the Breakdown occurs within Contact Hours, the Driver must remain with or near the Hiko Vehicle until it is collected by a towing or salvage operator at which point the Booking Period will end. Where the Driver is located within Tāmaki Makaurau NWŌ may (exercising its sole discretion) provide the Driver with alternative transport that either:

- (a) returns the Driver to the Designated Parking Space; and/or
- (b) enables the Driver to complete the Booking Period with another Hiko Vehicle.

13 Driver Termination

13.1 NWŌ may terminate this agreement and remove a Driver's access to the Hiko Vehicles if:

- (a) that Driver breaches this agreement, including using a Hiko Vehicle for a Prohibited Use or failing to comply with clause 7.3;
- (b) that Driver no longer meets the Driver Criteria; or
- (c) any costs and fees payable by that Driver under this agreement (including clause 9), remain unpaid,
- (d) a Hiko Vehicle is lost, stolen, abandoned or damaged while in the care and possession of the Driver.

13.2 If a Driver's access to a Hiko Vehicle is terminated during a Booking Period, the Driver must immediately return the Hiko Vehicle Designated Parking Space in the Hub, or as otherwise directed by NWŌ.

13.3 If a Driver's access to the Hiko Vehicles is terminated under clause 13, acceptance of a further application to become a registered Driver of the Hiko Vehicle Sharing Scheme is at the sole discretion of NWŌ.

14 Privacy

14.1 NWŌ is committed to complying with its obligations in the Privacy Act 2020 and agrees to keep the Personal Information it collects both safe and confidential in accordance with our Privacy Statement. The Driver acknowledges that the Hiko Vehicle Scheme relies on third party providers and disclosing personal information to those third party providers will be subject to their own terms and privacy statements.

15 General

15.1 NWŌ may assign or subcontract any or all of its rights or obligations under this agreement to any related entity of NWŌ without the Driver's consent. Otherwise neither party may assign any or all of their rights or obligations under this agreement without the other party's prior written consent.

15.2 NWŌ may amend this agreement by giving the Driver written notice by uploading the new version of the applicable document to the web portal with an updated "last revised" date. The amendment will be effective from the updated "last revised" date. No other amendment to this agreement is effective unless it is in writing and signed by both parties.

15.3 If any part of this agreement is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable, such determination will not impair the enforceability of the remaining parts of this agreement.

15.4 A waiver of any provision of this agreement only be effective if expressly given in writing.

15.5 These Hiko Vehicle Terms and Conditions, the Charges Schedule, your Registration Details Form and the Booking Details Form for each booking and other documents expressly referred to in these terms are the entire agreement between the parties in relation to its subject matter.

15.6 This agreement is governed by and construed in accordance with New Zealand law. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand in relation to all disputes arising out of or in connection with this agreement.

16 Interpretation

16.1 In these terms and conditions the following words and terms have the following meanings:

Access Card means the access card issued to each Driver to lock and unlock a Hiko Vehicle for each booking.

Booking Details Form means the form completed for each Booking Period that contains the details of the booking, including the make and model and registration plate details of the Hiko Vehicle, and the date and time of commencement and ending of the Booking Period.

Booking Period means the period of time the Driver has booked to use the Hiko Vehicle, commencing at the scheduled pick up time and ending at the scheduled drop off time, or otherwise in accordance with these terms.

Business Day means any day, other than Saturday, Sunday or a public holiday in Tāmaki Makaurau, New Zealand.

Clean and Tidy Condition means a Hiko Vehicle that is reasonably clean and free from rubbish, or other belongings, and is not in a Soiled Condition.

Cleaning Charge means the fixed fee set out in the Charges Schedule.

Contact Hours means the hours NWŌ is available to liaise with Drivers and users of the Hiko Vehicle Scheme which are 9am – 5:30pm, Monday – Friday, excluding public holidays and periods of leave that will be communicated from time to time.

Charges Schedule means the document available through the Hiko web portal setting out the amount of fixed costs and charges payable under this agreement, as updated from time to time.

Designated Parking Space means a clearly marked, numbered and sign written parking space within a Hub, in which a Hiko Vehicle can be parked and charged.

Driver means a person who is a registered driver of this Hiko Vehicle Sharing Scheme and may book and use a Hiko Vehicle in accordance with these terms.

Driver Check means the Waka Kotahi, New Zealand Transport Agency driver check system which verifies New Zealand Drivers Licences.

Driver Criteria means the criteria in clause 3.2

Hiko Vehicle means the motor vehicle owned by NWŌ, that NWŌ permits a Driver to drive for the duration of the Booking, and includes the Vehicle's accessories.

Hiko Vehicle Sharing Scheme means Ngāti Whātua Ōrākei's car sharing scheme to which these terms apply.

Hub means 59A Kitemoana Street, the location where NWŌ will make Hiko Vehicles available, implement Designated Parking Spaces and install and operate chargers of Vehicles.

Insurance Excess means the dollar amount set out in the Charges Schedule.

Interest Rate means the interest rate set out in the Charges Schedule.

Permitted Use has the meaning given to it at clause 2.1 of these terms;

Personal Information means information about an identifiable individual as defined in the Privacy Act 2020.

Prohibited Use has the meaning given to it at clause 2.2 of these terms.

Registration Details Form means the form containing the Driver's details including their full name, address, date of birth, telephone number and driver licence details.

Replacement Card Charge means the fixed fee set out in the Charges Schedule.

Roadside Assistance means the roadside assistance programme provided to each vehicle.

Soiled Condition means a Vehicle that has been soiled (inside or outside) by a liquid and/or solid substance, for example kai, soil, mud, vomit or blood.

Soiling Charge means the fixed fee set out in the Charges Schedule.

Zilch means Zilch Fleet Solutions Limited which provides and maintains the booking platform used as part of the Hiko Vehicle Sharing Scheme.