

rental agreement

terms and conditions

Thank you for choosing maui. We are very proud of our product and our reputation, and we have built our business on providing the best possible experience for our customers. Your safety and security are our greatest concerns, so to assist you in making your holiday a wonderful experience, it is important for you to carefully read these terms and conditions. Should you have any questions or complaints about these terms and conditions please contact us by calling 1300 363 800. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any statute (including the Competition and Consumer Act 2010 (Cth) or the Australian Consumer Law).

1) RATES AND CONDITIONS

Rates and Conditions quoted in our documentation are subject to change without notice. However (subject to changes in legislation or errors) we will not alter rates or conditions applicable to your rental once your booking has been confirmed by maui. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in Australian dollars.

2) DEFINITIONS

'Agreement' means the Rental Agreement and these Terms and Conditions.
'Customer' means the person or persons nominated as the hirer and any person whose credit or debit card is presented for payment of the Customer's charges. Refer to clauses 22, 24 and 31 for information about the Liability Deposit requirements and credit and debit card payments.

'maui' means Tourism Holdings Australia Pty Ltd.
'Damage' means any and all damage as described in clause 22.8

'Liability Reduction Option' means the liability reduction option described in clause 22.

'Rental Period' means the hire period or any agreed variation thereof and any additional period during which the Vehicle is in the Customer's possession or control.
'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, and all other equipment, documents, or additional hire items related to the Vehicle and any replacement or substitute Vehicle that may be provided.

'Liability' means the amount the Customer is liable for under this Agreement in respect of the Vehicle and the Customer's Use of the Vehicle.

'Liability Deposit' means the deposit paid by the Customer to maui on the day the Customer collects the Vehicle from maui which will be used to reimburse maui for the cost of any Damage caused by the Customer to the Vehicle under the terms of this Agreement.

'Restricted Road' means each of the roads and areas described in clause 16.2.

The 'maui Inclusive Pack' means the product offered by maui to its Customers that includes the Liability Reduction Option and cover for the cost of damage resulting from a single Vehicle rollover as described in clause 16.1(a).

'The Bundle' means the product offered by maui to its Customers that, when purchased in conjunction with the Liability Reduction Option, provides cover for the cost of damage resulting from a single Vehicle rollover as described in clause 16.1(a).

3) RENTAL DURATION

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is rented, the day of pickup is counted as day one of the rental, regardless of pick-up time. The day of the Vehicle's return is counted as the final day of the rental regardless of drop-off time.

Australian Motorhomes

Effective 01 April 2017 - 31 March 2018

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle to a maui branch after business hours, they must first get approval from maui by calling 1300 363 800. The Customer will incur an additional fee of AU\$150 per day (in addition to the daily rate being charged) if the Customer fails to obtain such approval from maui prior to the late drop-off of the Vehicle. This late drop-off fee and the additional rental charges will be charged to the Customer's credit card.

7.2 If the late drop-off is approved, a fee of AU\$150 is applicable and the Customer will be required to pay an extra day's Liability Reduction Option charge (if applicable) as they will be held responsible for the Vehicle up until the time that it is checked in by a maui staff member the following day. This late drop-off fee is required to be paid via the Customer's credit card on approval of the late drop-off.

8) RENTAL EXTENSION

8.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from maui by calling 1300 363 800. This is subject to availability. The extra cost of an extended rental must be paid by the Customer by credit card on confirmation of the rental extension. The daily rental rate for the extension may not reflect the original rate booked.

8.2 Failure to obtain an authorisation for a rental extension will result in a late fee of AU\$150 per day in addition to the daily rental rate (plus Liability Reduction Option charges) for each day until the Vehicle is returned. The daily rental rate charged will be based on the maui standard rental rates per Vehicle for the extended rental period. These charges will be applied to the Customer's credit card on a daily basis until the Vehicle is returned.

9) RENTALS IN BROOME

An additional remote location fee of AU\$750 applies to all Vehicles picking up or dropping off in Broome. Only one remote location fee is charged per vehicle. This is in addition to any One-Way fee if applicable. This fee will be charged to the Customer at the time of booking except in the case of a change in drop-off destination occurs in accordance with clause 6 in which case this fee will be charged at the time that change is made.

10) HOBART PICK UP FEE

A pick up fee of AU\$100 per hire will apply to Vehicles picking up in Hobart.

11) ONE-WAY RENTALS

11.1 One-Way rentals are available between all branch locations.

11.2 A One-Way fee of AU\$165 applies where Vehicle collection originates from Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide and returns to one of these locations. Should the hire originate or return to Darwin, Broome, Alice Springs or Perth the One-Way fee is AU\$250. One-Way fees are additional to any other fees that may apply. The One-Way fee will be charged to the Customer's credit card at the time of booking except in the case of a change in drop-off destination in accordance with clause 6 in which case the One-Way fee will be charged at the time that change is made.

12) MULTIPLE RENTALS

Should a Customer have more than one consecutive rental, the bookings can be combined to qualify for longer-term hire discounts off the Vehicle rate. Consecutive motorhome hire in South Africa for maui and Britz; and in Australia and New Zealand for maui, Britz and Mighty can be combined to qualify if travel is within a 3-month period.

13) EXTRA DRIVER FEES

An extra driver fee applies for each additional driver's licence added to the rental agreement except where The Bundle or the maui Inclusive Pack has been purchased.

14) LICENCE

A full (non probationary) resident country driver's licence must be presented at the time of rental for each nominated driver. If the licence is not in English format, an international driver's licence is also required.

15) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

16) USE OF THE VEHICLE

16.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be: (a) driven otherwise than in a prudent and cautious manner. A single Vehicle rollover is considered a breach of this condition. A single Vehicle rollover may include but is not limited to a Vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle in circumstances within the control of the Customer. Customers who have purchased The Bundle (in conjunction with the Liability Reduction Option) or the maui Inclusive Pack will have the cost of damage resulting from an accidental single Vehicle rollover covered, providing that the Customer has not otherwise breached this Agreement in relation to the rollover;

(b) driven at a speed in excess of a speed limit displayed in relation to the road that the Customer is driving on and as posted by the relevant state or territory authority;

(c) driven at a speed in excess of 110 kilometres per hour at any time, including where the posted legal speed limit is in excess than 110 kilometres per hour;

(d) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;

(e) left with the ignition key in the Vehicle while it is unoccupied;

(f) submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas;

(g) used for any illegal purpose or in any race, rally or contest;

(h) used to tow any vehicle or trailer;

(i) used to carry passengers or property for hire or reward;

(j) used to carry more persons than is permitted by any relevant authority or detailed in the Vehicle manual or on the Vehicle or specified in this Agreement;

(k) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and

(l) used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

16.6 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs. maui reserves the right to charge the Customer's credit card a cleaning fee in the amount of AU\$250 for any animal related cleaning.

16.7 The Customer shall take all reasonable steps to properly maintain the Vehicle, including daily checks of the oil, water, and batteries, and will contact maui immediately should vehicle warning lights indicate any potential malfunction.

16.8 All Spirit of Tasmania ferry bookings must be made for 7.7m long vehicle to allow for a change in vehicle type.

17) MAINTENANCE AND REPAIRS

17.1 maui will reimburse the Customer for expenditure up to AU\$200 reasonably incurred in rectifying any mechanical failure to the Vehicle. For repairs costing over AU\$200, maui will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement for expenditure will be made (where applicable), provided the Customer was not responsible for the damage. In all cases, receipts must be submitted for any repair or the claim will not be paid.

17.2 Unless the Customer has taken the Liability Reduction Option, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective and is returned by the Customer to maui for inspection and is subject to a warranty claim on the manufacturer.

18) ON-ROAD ASSISTANCE

18.1 maui provides 24 hour on-road assistance support. Please contact maui on by calling 1300 850 805 if you require assistance.

18.2 Any problems associated with the Vehicle including equipment failure, must be reported to maui within 24 hours in order to give maui the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. Subject to clause 26, maui reserves the right to not accept liability for any claims submitted after this period.

19) VEHICLE AVAILABILITY

19.1 Vehicles cannot be requested by make or model, only by vehicle category.

19.2 maui will endeavour to supply the vehicle category selected, however should the Vehicle booked be unavailable through unforeseen circumstances, maui reserve the right to substitute an alternative Vehicle without prior notification. The alternative Vehicle shall be as close a substitute for the booked Vehicle as possible.

19.3 Should the customer decide to voluntarily downgrade their vehicle category from that booked, they will not be entitled to a refund.

20) TITLE TO VEHICLE

The Customer acknowledges that maui retains title to the Vehicle at all times. The Customer shall not agree, attempt, offer or purport to sell, assign, sub-let, lend, pledge, mortgage, let on hire or otherwise part with or attempt to part with the personal possession of or otherwise deal with the Vehicle.

21) FOR YOUR PROTECTION

Personal Injury is covered in most cases through Registration Third Party Insurance. However, we strongly recommend that all people travelling in Australia take out Personal Travel Insurance. maui does not accept any liability for personal injuries sustained during rental.

22) VEHICLE DAMAGE – LIABILITY AND LIABILITY REDUCTION OPTIONS

22.1 The Customer understands that:

- (a) the Vehicle is insured for third party Vehicle and property damage;
- (b) subject to clause 22.2, the Customer will have to pay the first AU\$7500 of the cost of any Damage incurred whilst the Vehicle is in the Customer's possession (or the total cost of Damage, if clause 22.2 applies);
- (c) subject to clause 22.2, the Customer's liability for Damage may be reduced by taking out the Liability Reduction Option.

22.2 The Customer will be responsible for the total cost of any Damage, and the Liability Reduction Option (if taken) will be void, if:

- (a) the Customer breaches any of the terms of this Agreement, and that breach is the cause of or contributes to the relevant Damage; or
- (b) the Damage is covered by any of the exclusions set out in clause 23.

22.3 If the Liability Reduction Option is not taken, the Customer must pay the Liability Deposit to cover the first AU\$7,500 of the cost of any Damage (subject to clause 22.2). The Customer must provide a valid credit card to pay the Liability Deposit and the amount will be debited to the Customer's credit card on the day of Vehicle collection.

The Liability Deposit is fully refundable, including the credit card administration fee, if the card used to provide the Liability Deposit is a Visa or Mastercard credit card, provided the Vehicle is returned without Damage. **maui** recommends that customers use a Visa or MasterCard credit card for the Liability Deposit, as the credit card administration fee that applies when using American Express is not refundable. **Refund of the Liability Deposit is not a waiver by maui of the Customer's liability under this Agreement, and maui retains the right to recover monies for Damage notwithstanding the return or refund of the Liability Deposit.**

22.4 At the commencement of the Rental Period, the Customer has the option to take out the "Liability Reduction Option" which incurs an additional charge per day. Subject always to clause 22.2, if the Liability Reduction Option is taken the Customer will not have to pay a Liability Deposit and will not be responsible for the cost of any Damage. This cover includes unlimited tyre and windscreen cover for accidental Damage. However, the Liability Reduction Option does not provide cover for the costs of any Damage attributable to a single Vehicle rollover (as described in clause 16.1 (a)). Customers who have purchased The Bundle (in conjunction with the Liability Reduction Option) or the **maui** Inclusive Pack will have the cost of Damage attributable to a single Vehicle rollover (as described in clause 16.1 (a)) covered, provided that the Customer has not otherwise breached this Agreement in relation to the rollover.

22.5 If the Customer does not take out the Liability Reduction Option then subject to clause 22.2, where the Customer is at fault but otherwise is not in breach of this Agreement, the Customer is responsible for the cost of the Damage (up to AU\$7,500) at the time the accident report is completed, not at the completion of the Rental Period. An amount equal to the cost of the Damage will be deducted from the Liability Deposit (which but for the Damage would otherwise be refundable). Upon written request, **maui** will provide the Customer with an itemised bill of any amounts deducted from the Liability Deposit.

22.6 The Liability Deposit will:

- (a) be refunded to the Customer upon a determination by the relevant insurance company that the Customer was not at fault in relation to the damage;
- (b) be deducted by **maui** in the amount equal to the damage caused by the Customer upon a determination by **maui**'s insurance company that the Customer was at fault in relation to the damage.

22.7 The Customer's liability (the first AU\$7,500) of the cost of any Damage applies in respect of each claim, not each rental.

22.8 Damage includes any and all damage to Third Party property, damage to the rented vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the costs of repairing the damage, and the costs of the daily rental rate for the period the vehicle is being repaired. In addition to the costs associated with the claim, a processing fee of AU\$60 and associated damage assessment fees will be applicable per claim.

MAUI STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE BUNDLE (IN CONJUNCTION WITH THE LIABILITY REDUCTION OPTION) OR THE MAUI INCLUSIVE PACK FOR TRAVEL WITH COMPLETE PEACE OF MIND.

23) EXCLUSIONS

The Customer acknowledges that the Liability Reduction Option will not apply, and that they are responsible for all costs arising out of, or incurred in connection with:

- a) for Damage due to vehicle use in contravention of clause 16 'Use of Vehicle';
- b) any Damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle) and driving under the influence of alcohol or drugs and negligence resulting in Damage to the hired Vehicle or third party vehicle/property;
- c) for any loss or damage to personal belongings or property of the Customer (or any person or entity related to the Customer or any person as a passenger in the Vehicle);
- d) any Damage where the Customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules, resulting in Damage to the hired Vehicle or third party vehicle/property;
- e) retrieving or recovering a Vehicle, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned;
- f) replacing keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle;
- g) any overhead and underbody Damage to the Vehicle however caused - except where Liability Reduction Option has been purchased.

24.5 maui will provide the Customer with an itemized bill of the monies to be deducted by **maui** from the Liability Deposit under clause 22.3 prior to making such deductions.

24.6 maui will not charge the Customer's credit card without giving the Customer written notice or an opportunity to dispute the charges.

25) PROCEDURES IN CASE OF ACCIDENT

If the Customer is involved in a motor vehicle accident whilst on hire, the following procedures should be followed:

A) AT THE ACCIDENT SCENE THE CUSTOMER MUST:

1. Obtain the names and addresses of any third parties and any witnesses.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone **maui** (call 1300 850 805) with the accident's details within 24 hours.

B) AT THE BRANCH

1. The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the cost of any Damage to the Vehicle (if applicable, in accordance with clause 22) and any other amount due by them in respect of any Damage arising from an accident, loss, or damage. This amount is payable at the time of reporting 'the event' and not at completion of the Rental Period.
3. The Customer will pay **maui** the daily rental rate for the period the Vehicle is off fleet for accident repairs.
4. The **maui** Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately, and signed by the Customer.

C) EXCHANGE VEHICLE

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
2. If an Exchange Vehicle is required as a result of an accident, the Customer is responsible for making their own way to the nearest **maui** branch or pick-up location at their own cost.
3. **maui** may offer the Customer the option of paying an "Exchange Vehicle Relocation Fee" to send a driver to deliver the exchange vehicle to the Customer's location.
4. The Customer will pay for any costs relating to delivery of an exchange Vehicle because of any single Vehicle accident. This charge applies irrespective of the Liability Reduction Option being taken.

5. If an exchange vehicle is provided, any Liability Reduction Option purchased at the commencement of the Rental Period may, at **maui**'s discretion (including where it considers the exchange vehicle is at risk of damage) be terminated with effect from the date of provision of the exchange vehicle (and the Customer will not be charged the additional per day charge in respect of the Liability Reduction Option from that date). If **maui** exercises its right to terminate the Liability Reduction Option, a Liability Deposit will be required to be paid by the Customer at the time of provision of the exchange Vehicle. If the Customer did not purchase the Liability Reduction Option at the commencement of the Rental Period and paid a Liability Deposit, the Customer acknowledges that a new Liability Deposit will be required to be paid for the exchange Vehicle.

D) TIME FRAME FOR SETTLEMENT OF CUSTOMER LIABILITY CLAIMS

1. **maui** shall use best endeavours to ensure that any money due back to the Customer is forwarded as quickly as possible, however third party claims can take months or even years to resolve. **maui** cannot force the destiny of these claims, and the Customer acknowledges that handling of these claims is up to **maui**'s Insurer and the third party, whether they be insured or not.

2. **maui** agrees to refund any Liability Deposit refunds applicable within 60 days of receiving final resolution and payment relating to third party claims.

3. For information regarding outstanding claims or Liability Deposit refunds please contact the Claims Department on 0061 3 8398 8800 during office hours.

4. The Customer agrees to provide all reasonable assistance to **maui** in handling any claim including providing all relevant information and attending Court to give evidence.

Important Note: Under no circumstances should the Customer attempt to start or drive a vehicle that has been involved in an accident, damaged by rollover, water submersion or any other means without permission from **maui**.

26) RELEASE AND INDEMNITY OF MAUI

26.1 The Customer releases **maui**, its employees and agents, from any liability to the Customer, for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle where such a loss or damage is caused by the Customer.

26.2 The Customer hereby indemnifies and shall keep indemnified **maui**, its employees and agents, against any claims, demands and expenses (including legal costs) incurred or sustained by them or any of them by reason of the Customers use and/or possession of the Vehicle.

26.3 Any indemnity required of the Customer shall not operate to indemnify **maui** in respect of any negligence or wilful act or omission of **maui**, its employees or agents.

26.4 Nothing contained in these terms and conditions shall exclude any express or implied conditions, warranties or requirements that cannot be so excluded under the Competition and Consumer Act, the Australian Consumer Laws or any other corresponding state legislation that may be applicable.

32) PERSONAL AND COMPANY CHEQUES

Personal and company cheques will not be accepted as payment for rentals at the time of pick-up. Personal or company cheques are not acceptable as the Liability Deposit and a valid credit card will need to be provided for the purposes of clauses 22.3 and 24.

27) TOLL AND TRAFFIC OFFENCES

27.1 **maui** reserves the right to submit a statutory declaration to the issuing authority and/or charge the Customer for any speeding, toll way, parking or other traffic offence. In addition, **maui** reserves the right to charge an administration fee of up to AU\$60 for associated administration costs to the Customer's credit card upon receipt of a charge for any speeding, toll way, parking or other traffic offence incurred by the Customer. This fee will be applicable per offence.

27.2 If the Customer continues to exceed a speed of 110km or continues to exceed the posted speed limit, as determined by the Customer repeatedly ignoring the warnings of the telematics system fitted into the Vehicle, **maui** may impose a fee on the Customer in the amount of AU\$300.

28) RENTAL CHARGES

Total charges as set out in your rental agreement are not final. The Customer will pay any shortfall in charges to **maui** and the Customer will receive a refund for any overcharges made by **maui**. Wherever possible, any amendment to charges will be notified to the Customer at conclusion of rental, and the Customer agrees to payment of any such charges at that time.

29) ADMINISTRATION FEES

A surcharge of 3% of the total cost will be levied to cover state government taxes, duties, vehicle registration recovery and administration costs. This is included in the rate.

30) PAYMENT OF CHARGES - JOINT AND SEVERAL LIABILITY

All charges and expenses payable by the Customer under this Agreement are due on demand by **maui** including any collection costs and reasonable legal fees incurred by **maui**. When the Customer comprises more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

34.3 If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by **maui** under clause 34, the Customer is invited to contact **maui** by calling 1300 363 800 or send an email to customercare@thlonline.com. **maui** takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

35) CANCELLATIONS

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply as follows:

- If cancelled up to 91 days prior to pick-up: **No Fee**
- If cancelled from 90 to 22 days prior to pickup: **10% of Gross Rental**
- If cancelled from 21 to 7 days prior to pickup: **20% of Gross Rental**
- If cancelled 6 to 1 days prior to pickup: **50% of Gross Rental**
- If cancelled on day of pick up or No-Show: **100% of Gross Rental**
- If Vehicle is returned early: **No refund will be available**

36) PROPER LAW

This Agreement is governed by the laws of the state of Victoria.

37) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to **maui** in connection with this Agreement is true.

38) PRIVACY

38.1 **maui** will collect personal information as part of its rental process. Any information collected by **maui** will be handled in accordance with the **maui** Privacy Policy which you can view on our website.

38.2 The Customer agrees that **maui** may collect, use and disclose the Customer's personal information (including but not limited to the location, usage and servicing of your vehicle, your speed, fuel consumption, distances travelled and current and previous locations visited) through global positioning system vehicle tracking and diagnostics (telematics) and other electronic tools in accordance with the **maui** Privacy Policy. The Customer further acknowledges that **maui** is entitled to retain Customer Credit Card details pursuant to clause 24 of this Agreement and in accordance with the **maui** Privacy Policy. The **maui** Privacy Policy contains information about how to access and correct your personal information, how to make a privacy complaint, how **maui** will handle a Customer complaint, how to opt out of direct marketing and whether a Customer's personal information may be disclosed to third parties located overseas. Customer credit card details will not be disclosed to third parties.

Contact Details:

FREE PHONE
1300 363 800

MAU145_AU_1718

Branches in:

Adelaide • Alice Springs • Cairns • Brisbane
Broome • Darwin • Melbourne • Perth
Sydney • Hobart

maui