

## Maui Terms and Conditions for Motorhome Rental (Australia) Valid 01 April 2017 - 31 March 2018

This document contains a summary of some of the Rental Conditions. For full detailed Conditions refer to the Rental Agreement on pick-up.

#### **Standard Daily Rates include:**

- All rates are inclusive of Goods and Services Tax (GST\*) and are in Australian Dollars
- Rental basis is per calendar day and are to be picked up and returned during depot opening hours
- Unlimited Kilometres
- Vehicle liability (liability applies, see information under the heading 'for your protection vehicle liability')
- Freshly laundered Linen and bedding\*
- Plus Camper tablet with GPS, camper help and more
- Kitchen Equipment\*
- General Equipment\*
- Customer Care 24 hour, 7 days per week road service helpline (toll free)
- Travel Wallet including map of Australia with driving tips and travel information
- Magazine with discounts to tourist attractions
- 10% off powered sites at all BIG4 parks

#### \*Goods and Services Tax (GST)

GST is an Australian Federal Government imposed tax. GST is included in all Maui rates and is currently 10%. Maui reserves the right to amend GST upon Government intervention.

#### \*Freshly laundered Linen and Bedding

Includes pillow, pillowcase, sheet and towel per person and one doona (duvet) per bed.

#### \*Apartment Style Kitchen Equipment

Includes quality plates, bowls and cups. Wine and drinking glasses. Superior cutlery and cooking utensils. Bottle/can opener, mixing bowls, colander, saucepans, frying pans, chopping board, gas kettle, electric jug, coffee plunger, toaster and tea towel.

#### \*General Equipment

The General Equipment includes pegs, dustpan/brush, fire extinguisher, bucket/hose, broom, matches, ice cube tray, clothes hangers and floor safe in all vehicles. General Equipment also includes starter items that are designed to provide the customer with some basic requirements as might be needed at the beginning of a hire, before the customer has had an opportunity to visit a supermarket and includes dishwashing detergent, disposable gloves, bin liner, toilet roll, sponge, scourer, soap, shampoo and conditioner sachets.

## **Early bird Discount**

Early Bird Discounts will apply. They will be activated subject to seasonal booking opportunities. Discounts apply to the daily vehicle rate only.

## Long Hire Discount

21+ days -8% off regular rental rates Discounts apply to the daily vehicle rate only. Long hire and early bird discounts can be combined.

#### Fees

One-way Rental	From Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide, and returns to these locations						
Fees	From Darwin, Broome, Alice Springs or Perth, and return to any location						
Leasting Fee	Broome (for same cit	Broome (for same city collection and return only one fee applies)					
Location Fee	Hobart pick up fee		\$100				
Extra Driver Fee	A fee per extra driver driver is \$30)	A fee per extra driver, per hire applies. \$1 per day (maximum charge per hire driver is \$30)					
	14 April 2016	Good Friday	\$100				
Public Holiday	17 April 2017	Easter Monday	\$100				
Surcharge –	25 April 2017	ANZAC Day	\$100				
National Holidays	26 December 2017	Boxing Day	\$100				
	01 January 2018	New Year's Day	\$100				
	1 May 2017	May Day (applies to Alice Springs & Darwin branches only) Labour Day (applies to Brisbane & Cairns branches only	\$100				
	5 June 2017	Western Australia Day (applies to Broome & Perth branches only)	\$100				
	12 June 2017	Queen's Birthday (applies Adelaide, Alice Springs, Darwin, Melbourne & Sydney branches only)	\$100				
	7 July 2017	Alice Springs Show Day (applies Alice Springs branch only)	\$100				
Public Holiday Surcharge – State	28 July 2017	Darwin Show Day (applies to Darwin branch only)	\$100				
Holidays	7 August 2017	Picnic Day (applies to Alice Springs & Darwin branches only) Bank Holiday (applies to Sydney branch only)					
	16 August 2017	Royal Queensland Show (applies to Brisbane branch only)	\$100				
	25 September 2017	Queen's Birthday (applies to Broome & Perth branches only)	\$100				
	02 October 2017	Labour Day (applies to Adelaide & Sydney branches only) Queen's Birthday (applies to Broome Brisbane & Cairns branches only)	\$100				

07 November 2017	Melbourne Cup (applies to Melbourne branch only)	\$100
12 February 2018	Royal Hobart Regatta (applies to Hobart branch only)	\$100
12 March 2018	Adelaide Cup (applies to Adelaide branch only) Labour Day (applies to Melbourne branch only) 8 Hours Day (applies to Hobart branch only)	\$100

## Note

- Public Holiday Surcharge will apply to all rentals picking up and/or dropping off on National public holidays listed above.
- Public Holiday Surcharge will apply to all rentals picking up and/or dropping off on State public holidays listed above.
- The one-way fee if applicable is charged per hire. Minimum one-way rental duration may apply.

Additional Booking Options		Campervan AU\$7,500	Inclusive Pack AU\$55 per day (max charge AU\$2,750)	Express Return Pack <sup>5</sup> <u>AU\$150</u> AU\$250 When returning to: Cairns, Sydney, Melbourne
Inclusions	Est. retail value per hire			
Vehicle Liability AU\$7,500 (debited to card)		<ul> <li>Image: A start of the start of</li></ul>		
Liability Reduction Option	AU\$45		<b>√</b>	
(liability reduced to Nil) <sup>1</sup> Single Vehicle Rollover cover <sup>2</sup>	per day AU\$100			
WiFi, incl 1GB data	AU\$95			
Extra Driver Fees	AU\$10		1	
Linen Exchange	AU\$50		<b>√</b>	
Picnic Table	AU\$25		$\checkmark$	
<b>Picnic Chairs</b> (chairs per person travelling)	AU\$18		<b>√</b>	
Baby/Booster Seat – on request (cannot be fitted in some vehicle categories)	AU\$36		$\checkmark$	
Portable fan heater if required	AU\$16		<b>~</b>	
Return Gas Bottle Empty	AU\$30 – AU\$50			~
Return fuel tank empty	AU\$100			1
Toilet and Waste Water Emptying Service <sup>3</sup>	AU\$50			1
Express Key Return <sup>4</sup>				<b>√</b>

<sup>1</sup> Liability Reduction Option – Reduces Liability to Nil

<sup>2</sup> Single Vehicle Rollover Cover – The customer will not have to pay for the costs of any damage attributed to an accidental single vehicle rollover

<sup>3</sup> **Toilet emptying Service** – Only available at Cairns, Melbourne and Sydney branches

<sup>4</sup> Express Key Return – In conjunction with Liability Reduction Option or the Maui Inclusive Pack

<sup>5</sup> Express Return Pack – Pricing and inclusions are subject to change.

## Vehicle Liability and Reduction Option

Personal injury is covered in most cases through Registration Third Party insurance. **maui** does not accept any liability for personal injuries sustained during the rental nor for any loss or damage to any personal belongings or property of the customer (or any person or entity related to the customer). Maui strongly recommend that all people travelling Australia take personal

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travel insurance.

In the USA a liability is referred to as the "deductible"

All vehicles are insured for damage to the vehicle or to the property of a Third Party. The hirer is responsible for the first **AU\$7,500** ("the liability") of the cost of damage to Third Party property or to the rented vehicle, including single vehicle accident (does not include single vehicle roll over), windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism with the exception of the '**exclusions**'. This also includes the cost of the daily rental for the period the vehicle is being repaired. In addition to these costs, an administration fee of AU\$60 may apply, per claim. The liability is applies in respect of each claim, not rental. The AU\$7,500 liability can be reduced by purchasing the Liability Reduction Option or the maui Inclusive Pack.

<sup>1</sup> Liability Reduction Option

Cost per Day	Liability Reduced to:
AU\$45 (maximum charge AU\$2,250)	NIL

When the liability Reduction Option has been purchased, the hirer will have no liability at all with the exception of the 'exclusions'. This cover includes unlimited tyre and windscreen cover for accidental damage.

The maximum public liability is \$20,000,000; sub limits may apply. Please note that the maximum public liability may change during the course of the year for which these terms apply.

We strongly recommend our customers take the Maui Inclusive Package for travel with peace of mind.

#### **Liability Deposit**

If a Liability Reduction Option or the Maui Inclusive Pack is not taken, the customer must pay the Liability Deposit. The Liability Deposit is AU\$7,500 and is applicable regardless if the hirer has purchased private travel insurance.

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 credit card holder must be present and able to sign for the liability Deposit upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle. Any type of pre-paid travel card is not acceptable as a means to provide liability deposit.

The Liability Deposit is subject to a 2% credit card administration fee in addition to the Liability Deposit amount when the credit card used is either a Visa or MasterCard, or 5.3% when the credit card used is American Express. The credit card administration fees are subject to change.

The Liability Deposit is fully refundable, including the credit card surcharge, if the card used to provide the Liability Deposit is a Visa or MasterCard credit card, provided the Vehicle is returned undamaged. maui recommend 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.

## **Exclusions:**

# The Liability Reduction Option will not apply and the customer is responsible for all costs arising out of, or incurred in connection with:

- 1. 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.
- 2. Any loss or damage to personal belongings or property of the customer (or nay person or entity related to the customer). Maui recommends the customer does not leave valuables in the vehicle and that they take out personal travel insurance.
- 3. 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.
- 4. 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 anyway and/or has been abandoned.
- 5. Replacing keys which have been lost or stolen, or retrieval of keys, which have been locked in a vehicle.
- 6. Overhead and underbody damage to the vehicle however caused except where Liability Reduction Option or the **maui** Inclusive Pack has been purchased.
- 7. Any single vehicle rollover except where the Maui Inclusive Package has been purchased.
- Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in the vehicle manual. Vehicles are not to be used for the purpose of transporting and haulage of goods other than what might be reasonably expected of a leisure rental.
- 9. Damage caused by drivers not identified on the rental agreement and/or drivers whose licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.
- 10. Any damage caused to the vehicle due to the use of snow chains.
- 11. Any damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Bio Diesel which should not be used or water or other contamination of fuel.
- 12. Any water related damage, which includes but is not limited to vehicle submersion, contact with salt water, creek or river crossings, driving through flooded areas and beach driving
- 13. The customer has fitted accessories (as provided by **maui** or otherwise) to the vehicle incorrectly or otherwise in a manner which causes damage to the vehicle, the accessories or any other vehicle or property.
- 14. Using the vehicle in contravention of any legislation or regulation controlling vehicular traffic.

## **Rental Duration:**

- Minimum and maximum rental periods apply and are subject to change.
- Minimum Rental periods are **5 days** for the Ultima and Ultima Plus and **7 days** for all other vehicle types. One-way hires have increased minimum hire requirements please refer to the one-way rental matrix over page.
- Minimum rental period is **10 days** for hires where travel dates include **20 December to 10 January**
- Minimum rental periods are subject to change

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- Late Pick-up or early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental.
- If the customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Reservations or any of **maui**'s branches. The rental extension is subject to vehicle availability. The cost of an extended rental must be paid by credit card over the telephone on confirmation of the rental extension. The rate charged may not reflect the original rate booked. Failure to obtain authorisation will result in a daily fee of AU\$150 in addition to the daily rate.

	ADL	ASP	BME	BNE	CNS	DRW	HBT	MEL	PER	SYD
ADL		7	21	7	14	14	10	7	14	7
ASP	7		14	14	14	7	21	14	14	14
BME	21	14		28	21	10	28	21	10	21
BNE	7	14	28		7	14	14	7	21	7
CNS	14	14	21	7		14	14	14	28	14
DRW	14	7	10	14	14		28	14	14	14
HBT	10	21	28	14	14	28		7	28	10
MEL	7	14	21	7	14	14	7		14	7
PER	14	14	10	21	28	14	28	14		14
SYD	7	14	21	7	14	14	10	7	14	

#### Minimum time frames for one way hires

• There is a 20-day minimum hire on all one way rentals OUT of Alice Springs, Broome and Darwin from 01 April 2017 to 15 July 2017 excluding travel into Alice Springs, Broome and Darwin.

## **Operating Hours**

**PEAK:** Maui branches are open 7 days a week with the exception of Christmas Day (25 December) and Australia Day (26 January) when they are closed.

**OFF PEAK:** Maui branches are closed on Sundays during off peak months. The maui Alice Springs, Broome, Darwin and Hobart branches are closed during off peak months. See below for more information.

## Maui requests that clients collecting their vehicle be at the office by 1500 hours and return by 1530 hours.

LOCATIONS	DATES AND HOURS OF OPERATION					
SYDNEY, MELBOURNE, ADELAIDE & PERTH	<b>1 April – 30 April</b> 7:30am – 4pm	<b>1 May – 31 August</b> 10am – 4pm Closed Sundays	<b>1 September – 31 March</b> 7:30am – 4pm			
BRISBANE	<b>1 April – 30 September</b> 7:30am – 4pm	<b>1 October – 28 February</b> 10am – 4pm Closed Sundays	<b>1 March – 31 March</b> 7:30am – 4pm			
HOBART	<b>1 April – 30 April</b> 7:30am – 4pm	<b>1 May – 31 August</b> Closed*	<b>1 September – 31 March</b> 7:30am – 4pm			
ALICE SPRINGS, DARWIN & BROOME	<b>1 April – 30 April</b> 10am – 4pm Closed Sundays	<b>1 May – 31 October</b> 7:30am – 4pm	1 Nov-30 Nov 10am - 4pm Closed Sundays	<b>1 Dec-31 Dec</b> Closed		
CAIRNS	<b>1 April – 30 April</b> 10am – 4pm Closed Sundays	<b>1 May – 31 October</b> 7:30am – 4pm	<b>1 November – 31 March</b> 10am – 4pm Closed Sundays			

#### \*The Hobart branch will accept vehicle returns 01 May to 15 May inclusive

#### **Multiple Rentals**

Should a customer have more than one consecutive rental, they can be combined to qualify for longer term hire discounts off the vehicle rate. Details are on application.

#### **Road Restrictions**

Motorhomes can only be driven on sealed/bitumen roads.

The only exceptions to this are well-maintained access roads of **less than twelve kilometres** to recognised campgrounds and well-maintained, recognised roads on Kangaroo Island (South Australia). Should a customer wish to travel on an unsealed road that is greater than twelve kilometres in length to access a recognised campground special permission can be arranged pending road condition, weather and distance. Please contact your local representative to discuss.

Maui reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

Should a customer breach the road restriction rules by taking a vehicle on an unsealed road or restricted road, maui may impose a fee on the customer of \$300 on each occasion that is identified by maui.

#### Licence and Age Restrictions

A current and full open driver's licence is required and must be produced upon vehicle collection. Should a foreign licence be in a language other than English it must be accompanied by a current international driving permit issued in the same country as the drivers licence was issued. An accredited English translation will be accepted in lieu of an international driving permit.

Drivers must be 21 years of age or over.

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#### **Change of Drop-Off Location**

If the customer wishes to change the drop-off destination, they must first obtain authorisation from Reservations. Subject to the change being approved, an additional charge of up to AU\$750 may apply.

#### **Change of Vehicle**

Should the vehicle booked be unavailable through unforeseen circumstances, Maui reserves the right to substitute an alternative vehicle without prior notification and at no extra cost. This shall not constitute a breach of contract and does not entitle the hirer to a refund.

#### **Voluntary Downgrade**

Should the hirer decide to take a lesser vehicle than booked they will not be entitled to any refund.

Note: Maui reserves the right to refuse any rental at its discretion.

#### Vehicle Age

All maui vehicles are up to a maximum of 2 years of age.

#### Transfers

Maui clients will need to make their own way to the and from the maui branch, at their own expense.

#### **Toll and Traffic Infringements and Administration fees**

**maui** reserves the right to charge the customer for any speeding, toll way or parking or freedom camping fines. In addition to the costs associated per fine an administration fee of AU\$60 may be applicable.

If a 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 \$300.

#### **Credit and Debit Cards**

The credit or debit card holder will be jointly and severally liable as a customer. Accepted credit and debit cards are Visa Card, Mastercard and American Express. A non-refundable **2%** administration fee will apply to all Visa and Mastercard transactions and **5.3%** to American Express cards. Credit card administration fees also apply to the Liability Deposit and **only the customer's credit card is acceptable to use for the purpose of the Liability Deposit and the Credit Card Authority.** The credit card administration fee is subject to change.

## **Credit Card Authority**

The customer authorises maui to retain the details of their credit card and to take any action to recover from the credit card the amounts due by the customer pursuant to the maui Rental Agreement Terms and Conditions. These charges including, but not limited to, vehicle cleaning (this includes toilet and waste water tank emptying), speeding, toll way, parking or freedom camping fines, on road assistance, delivery and return of vehicle, late drop off fees, failure to return the vehicle with full diesel or petrol tanks or full LPG bottle (pre-paid fuel and pre-paid gas is included in the Express Return Pack), rental extensions or Exclusions. For security purposes, only the customer's credit card can be used for the Credit Card Authority.

#### **Exchange Rate / Currency Variations**

All credit and debit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations and/or bank transaction fees there could be some variance in the amount refunded compared to the amount initially charged. Maui does not accept any liability for variances up or down.

#### **Booking Amendments**

All amendments to bookings are subject to availability of the vehicle and/or package. Different rates may apply based on the amendment made.

Amendments prior to the vehicle collection date will be re-calculated at the flex rate applicable on the date of amendment. This applies to changing the vehicle type, reducing the number of rental days, changing pick-up dates and/or changing the pick-up or drop-off location. Where the number of rental days is being extended prior to the vehicle collection date (days are being added on at the end of the rental with no change to the original pick up date), which applied at the time of the original booking, will apply.

#### **Cancellation and Amendments**

Please note there is an AU\$100 administration fee charged by Gallivanting Oz should there be any cancellations to a confirmed booking, in addition to any **maui** cancellation fees:

- If cancelled up to 91 days prior to pick up = no **maui** Fee, AU\$100 Gallivanting OZ Administration Fee
- If cancelled from 90 to 22 days prior to pick up = 10% of Total Rental, (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled from 21 to 07 days prior to pick up = 20% of Total Rental, (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled 6 to 1 days prior to pick up = 50% of Total Rental (minimum \$350, incl Gallivanting Oz Administration Fee)
- If cancelled on the day of pick up or no show = 100% of Total Rental (minimum \$350, incl Gallivanting Oz Administration Fee)

There is no refund for late pick up or early return of a vehicle.

#### **Calculation Errors**

Maui will not honour calculation errors. Should a calculation error occur Maui will charge for the shortfall.

#### **Payments**

A deposit is payable to confirm the booking, with the remainder of rental charges due 35 days prior to pick up. This can be paid via Credit Card or Account Transfer (paid in Australian dollars, must be received by due date). One way fees, extra items and the cost to take the Liability Reduction Option can be paid at pick up or before. Liability Deposit payments are made at pick up to your credit card.

#### **Customer Care On-Road Assistance**

Any problems associated with the vehicle, including equipment failure, **must be reported to Maui as soon as possible and within 24 hours in order to give Maui the opportunity to rectify the problem** during the rental. Failure to do so will compromise any claims for compensation. We do not accept liability for any claims submitted after this period.

#### Please contact Maui On Road Care toll free: 1300 850 805

#### **Please Note**

This document contains a summary of some of the rental conditions. For detailed conditions, refer to the rental agreement upon vehicle collection. A copy of the rental agreement can be requested prior.

#### Disclaimer

Illustrations and text in any of our documentation, brochures or website are a representation only of the vehicle depicted. Variances in the vehicles offered for any rental may occur due to a substitutions made by Maui or modifications and/or upgrades to the vehicle design made by the manufacturer.

## Note: Terms and conditions are subject to change without notice.