

# Rental Agreement

# Terms and Conditions



Australia Motorhomes

Effective 01 April 2008 – 31 March 2009

**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.**

## 1) RATES AND CONDITIONS

Rates and Conditions quoted in our brochures and/or 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. Please note all prices are quoted and payable in Australian dollars.

## 2) DEFINITIONS

'This 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 card is presented for payment of the Customer's charges.

'Maui' means Tourism Holdings Australia Pty Ltd. '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, and all other equipment, documents or additional hire items related to the Vehicle and any replacement or substitute Vehicle which may be provided.

## 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.

**3.2** Minimum rental periods are: **5 days** for the Spirit 2 Grande, Spirit 2T/S & Spirit 4WD and **7 days** for the Spirit 4 & Spirit 6. A 7-day minimum also applies for all hires between 15 December and 5 January. Minimum rental period for all one-way hires is **7 days**. Minimum rental periods are subject to change, and any such change will be notified to you prior to booking confirmation.

**3.3** Late pick-up or early return of the Vehicle does not entitle the Customer to any

refund of the unused portion of the rental.

## 4) DELIVERY AND RETURN OF THE VEHICLE

**4.1** The Customer acknowledges having received the Vehicle in a clean condition, with a full fuel tank and a full bottle of gas (if applicable).

**4.2** The Customer will return the Vehicle in a clean condition with a full fuel tank and a full bottle of gas (if applicable, and subject to any pre-purchase fuel and/or pre-purchase gas option being taken), on the return date, time and location set out in the Rental Agreement. Should the customer have the pre-purchase fuel and/or the pre-purchase gas option there is no refund for unused fuel and/or gas.

**4.3** The Customer acknowledges that Maui will reasonably determine what, if any, refund may be warranted if the Vehicle is returned or the Customer ceases to have the use of the Vehicle prior to the return date.

## 5) BRANCH HOURS OF OPERATION

Maui Branches are open 7 days per week, 0800 to 1630 hours. Branches are closed Christmas day (25 December). Maui requests that clients collecting or returning their vehicle to be in the office by 1600.

## 6) CHANGE OF DROP-OFF DESTINATION

If the Customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations centre. Subject to the change being approved, an additional charge of up to AU\$550 may apply, which will be notified to you at time of approval. The fee may apply in all cases irrespective of the reason for location change.

## 7) LATE DROP-OFFS

**7.1** If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from the destination branch.

**7.2** Subject to approval, a fee of AU\$150 is applicable and the Customer will be required to pay an extra day's Excess

Reduction Premium (based on the Excess Reduction Option selected) as they will be held responsible for the Vehicle up until the time that it is checked in by a Maui staff member.

## 8) RENTAL EXTENSION

**8.1** If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Maui. This is subject to availability. The extra cost of an extended rental must be paid by credit card on confirmation of the rental extension.

**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 Excess Reduction 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.

## 9) RENTALS IN BROOME

An additional remote location fee of AU\$450 applies to all rentals 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.

## 10) AIRPORT CONCESSION FEE

An airport concession fee applies for hires with pick-up or drop-off from airport locations. Fees vary between airports and are subject to change. Details of charges can be obtained upon booking or from the Customer Service Representative upon pick-up.

## 11) ONE-WAY RENTALS

**11.1** One-Way rentals are available between all branch locations with the exception of 4WD Vehicles into or out of Tasmania; these are on request.

**11.2** A One-Way fee of AU\$220 applies and is additional to any other fees that may apply. No fee is charged where the rental is 21 days or more.

## 12) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined

to qualify for longer-term hire discounts. Motorhome hire in Australia, New Zealand, and South Africa and/or car hire in New Zealand for both Maui and Britz can be combined to qualify if travel is within a 3-month period.

### **13) 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.

### **14) AGE RESTRICTIONS**

Drivers must be 21 years of age or over.

A medical certificate stating that the customer is fit to drive the vehicle they have booked for the duration of the hire is required for drivers over the age of 75.

### **15) USE OF THE VEHICLE**

**15.1** 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 and the customer will be responsible for the first \$7,500 of the cost of damage as described in clause 21.8 regardless of fault;
- b) driven by a person under the influence of alcohol or drugs or with a blood alcohol level in Excess of that permitted by law;
- c) left with the ignition key in the Vehicle while it is unoccupied;
- d) damaged by:
  - i) submersion in water
  - ii) contact with salt water
  - iii) creek or river crossing
  - iv) driving through low plain flooded areas
  - v) beach driving
- e) used for any illegal purpose or in any race, rally or contest;
- f) used to tow any vehicle or trailer;
- g) used to carry passengers or property for hire or reward;
- h) 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;
- i) used to carry volatile liquids, gases, explosives or other corrosive or inflammable material;

**15.2** Road restrictions apply as follows:

- a) Maui 2WD vehicles must not be used on any unsealed road (being a road not sealed with a hard material such as tar, bitumen, or concrete). Off road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks. The only exception to this is reasonable use of access roads to recognized commercial campgrounds.
- b) 4WD vehicles can be driven on recognised unsealed tracks.
- c) 4WD vehicles may only travel to the following areas with the written permission of Maui: Simpson Desert, Strzelecki Track, Gunbarrel Highway,

Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway and Gibb River Road, and

- d) Vehicles are not permitted on the Canning Stock Route, the Lost City in Litchfield Park, to Cape York between the months of December to May and the Telegraph section of the road to Cape York. The Customer is responsible for all damage if travelling on these roads as defined in clause 21.8.

**15.3** We value your well-being, and for safety purposes, Maui reserves the right, at its sole discretion, to restrict vehicle movements in certain areas due to adverse road or weather conditions, and the distance to nominated destinations in relation to the length of the hire period. Maui will advise you on pick-up of any travel restrictions known at that time.

**15.4** Where Maui mandates a change in drop off location, fees as per clause 6 will not apply.

**15.5** The Customer shall not make any alterations or additions to the Vehicle without the prior written consent of Maui.

**15.6** The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs.

**15.7** 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) MAINTENANCE AND REPAIRS**

**16.1** Maui will reimburse customers for expenditure up to AU\$100 reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over AU\$100, Maui will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement, where applicable, will be granted 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.

**16.2** Subject to the terms of the Excess Reduction, 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.

**16.3** The Customer will be liable for any cost associated with the incorrect use of fuel (fuel being diesel or petrol), this includes Bio-Diesel which should not be used, or water or other contamination of fuel.

**16.4** The Customer will pay Maui the daily rental rate for the period the vehicle is off fleet for accident repairs.

### **17) ON-ROAD ASSISTANCE**

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. Please contact Maui on: 1 300 363 800.

### **18) VEHICLE AVAILABILITY**

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

**18.2** 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. Maui will reasonably determine what, if any, refund may be warranted if a vehicle substitution is required.

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

### **19) 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.

### **20) 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.

### **21) VEHICLE DAMAGE – EXCESS REDUCTION OPTIONS**

**21.1** The Customer understands that:

- a) the Vehicle is insured for Third Party Vehicle and property damage;
- b) the Customer will have to pay an Excess in respect of any damage incurred whilst in the customer's possession;
- c) the Excess may be reduced by taking out Excess Reduction coverage.

**21.2** Any Excess Reduction is void, and the Customer will be responsible for the total cost of any damage (as per clause 21.8) if the Customer breaches any of the conditions of clause 15.

**21.3** If no Excess Reduction Option is taken, the customer is responsible for the first AU\$7,500 of the cost of damage as described in clause 21.8.

**21.4** With Excess Reduction Option 1 the Customer is responsible for the first AU\$2,500 of damage as described in clause 21.8.

**21.5** With Excess Reduction Option 2 when the rented vehicle is a 2WD the hirer will not have to pay an Excess for any damage to the vehicle.

With Excess Reduction Option 2 when the rented vehicle is a 4WD the hirer is responsible for the first AU\$440 of damage as described in clause 21.8.

**21.6** The Excess applies in respect of each claim, not rental.

**21.7** The Excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, not at the completion of the rental. The Excess will be refunded only if Maui are successful

in recovering the cost of the damages from the Third Party. Please note that Third Party Claims can take months or even years to resolve.

**21.8** 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. This also includes the cost of the daily rental rate for the period the vehicle is off fleet for repair.

### **22) NO WORRIES COVER (PCO2)**

PCO2 is a flat rate of AU\$50 (2WD) or AU\$120 (4WD) per vehicle, per rental and can only be taken in addition to Excess Reduction Option 2 with all Maui Motorhomes. Subject to clauses 21 and 23, where PCO2 is taken out, the hirer will not have to pay any Excess for damage to the vehicle, including overhead and underbody damage.

MAUI STRONGLY RECOMMENDS OUR CUSTOMERS TAKE EXCESS REDUCTION OPTION 2 AND NO WORRIES COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.

### **23) EXCLUSIONS**

The Customer acknowledges that they are responsible for all costs for the following damage irrespective of Excess Reduction Options that may have been taken. Damage as identified below is specifically excluded from any Excess Reduction or PCO2 limitation of liability and the customer remains fully liable for all costs incurred:

- a) for any damage due to vehicle use in contravention of clause 15 'Use of Vehicle';
- b) any damage caused by willful 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: Maui recommend the Customer does not leave valuables in the vehicle and that they take out personal insurance;
- d) If the Customer is proven to have not abided by the current road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;
- e) the cost to retrieve or recover a vehicle, which has become bogged;
- f) the cost to replace keys which have become lost, stolen, or retrieval of keys which have been locked in the Vehicle; and
- g) for any costs relating to overhead or underbody damage however caused (not excluded with PCO2).
- h) drivers not identified on the rental agreement and/or drivers that have a licence that has been cancelled or suspended and/or drivers who have a licence that is classified as a learners or probationary licence.

### **24) VEHICLE SECURITY DEPOSIT**

**24.1** On pick-up of the Vehicle, the Customer agrees to pay a Vehicle Security Deposit. The Customer authorises Maui to deduct from the Security Deposit any amounts due by them to

Maui arising out of the agreement. The Vehicle Security Deposit amount is determined by the Excess Reduction Option selected. Only the customer's credit card is suitable for the purpose of supplying a vehicle security deposit.

**24.2** If the Customer does not take Excess Reduction Option 1 or Option 2, the Security Deposit is AU\$7,500 payable by credit card only. The amount will be **debited** to the Customer's account immediately.

**24.3** If Excess Reduction Option 1 has been taken the Security Deposit is AU\$2,500 payable by credit card only. The amount will be **debited** to the Customer's account immediately.

**24.4** If Excess Reduction Option 2 has been taken the Security Deposit is AU\$220 (2WD Vehicles) or AU\$440 (4WD vehicles), payable by credit card only. An imprint of the Customer's credit card will be taken for the respective security deposit amount.

**24.5** The Security Deposit is fully refundable provided the Vehicle is returned on time, to the correct location, undamaged, in a clean condition, and with full fuel tanks (fuel being petrol, diesel and LPG gas).

**24.6** Maui reserves the right to retain an AU\$220 soiling fee if the Vehicle is not returned in a clean condition and free of mud. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional AU\$125 soiling fee will be retained.

**24.7** Except where the Customer has purchased Pre-purchase Gas Option and/or Pre-purchase Fuel Option, failure to return the vehicle with full petrol, diesel and/or LPG tanks will result in refill 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 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 the nearest Maui Branch 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 Excess (if applicable) 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 Maui Customer Service Representative will ensure the Motor

Vehicle Accident Report is completed clearly and accurately signed by the Customer.

### **C) Exchange vehicle**

1. The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, client location, accident liability and remaining hire duration. Client 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 a change over vehicle as a result of any single vehicle accident. This charge applies irrespective of any Excess Reduction taken.
5. A new Security Bond will be required for the exchange vehicle as will nomination of an Excess option and payment for the nominated Excess Reduction Option for the length of the remaining hire period.

### **D) Time frame for settlement of customer Excess claims**

1. Maui shall use best endeavours to ensure that any money due back to the client 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 Excess refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
3. For information regarding outstanding claims or Excess refunds please contact the Claims Department on +61 3 8379 8833 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 roll-over, water submersion or any other means without permission from Maui. If the vehicle is un-driveable after an accident and the Customer would like to have a replacement vehicle, which will be subject to time, distance and availability, the Customer must make his/her own way (at the Customer's expense) to the nearest Maui branch. Should the Customer require a change over vehicle, a new Excess Reduction policy will be required.

## **26) RELEASE AND INDEMNITY OF MAUI**

**26.1** The Customer releases Maui, its employees and agents, from any liability to the Customer (regardless of who is at fault), for any loss or damage incurred by the Customer by reason of rental, possession or use of the Vehicle.

**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 Customer's 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 negligent act by Maui.

**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 Trade Practices Act or any other corresponding state legislation that may be applicable.

## **27) INFRINGEMENTS**

Maui reserve the right to charge the Customer for any speeding, parking or toll way fines, associated administration costs and/or accidents including Third Party property damage not reported on return of the Vehicle. The administration fee per incident will be AU\$60.

## **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) TAXES**

A charge of 2.5% of the total cost of all hire to cover state government taxes, duties and associated costs 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 of more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

## **31) CREDIT CARD PAYMENT**

**31.1** If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a Customer.

**31.2** The following credit cards will be accepted: Visa Card, MasterCard and

American Express. A non-refundable 1.75% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 4.5% administration fee will apply to American Express cards. Credit card administration fees also apply to debited security bonds. Only the hirer's credit card is acceptable to use for the purpose of the security bond.

**31.3** When payment is made by credit card, the Customer agrees that:

- a) Maui is irrevocably authorised to complete any documentation and to take any other action to recover from the Customer's credit card issuer all amounts due by the Customer pursuant to this Agreement, including, but not limited to, any amounts due in respect of damage to the Vehicle or to property of a Third Party and all other additional charges as they are incurred including all parking and traffic infringement penalties, road toll fines and associated administration costs;
- b) the Customer will not dispute his/her liability to Maui for any amount properly due under this Agreement and the Customer shall indemnify and keep indemnified Maui against any loss incurred (including legal costs) by reason of notifying the Customer's credit card issuer of such dispute;
- c) in the event that Maui elect to accept payment of the Security Deposit by holding a signed and authorised open credit card voucher which is returned to the Customer at the completion of the Rental Period, the Customer agrees that Maui is entitled to recover payment from the Customer's credit card issuer pursuant to paragraph (a) in respect of any amounts due which were not known at the time of return of the voucher; and
- d) Maui may process credit card charges pertaining to the rental after the hire period.

**31.4** The Customer acknowledges that all transactions under this Agreement are conducted in Australian dollars. Due to exchange rate fluctuations and bank fees, there could be some variance between the amount initially debited against the Customer's credit card and the amount refunded. Maui accept no liability for any such variation.

## **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 vehicle security deposit.

## **33) CONDITIONAL UPON PAYMENT**

The Customer agrees that provision of any rental vehicle is conditional upon Maui being paid (prior to travel commencing)

by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf.

## **34) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE**

**34.1** The Customer acknowledges that Maui may terminate this Agreement and repossess the Vehicle (and for that purpose enter upon any premises and remove the Vehicle) at any time, without notification to the Customer; and that the Customer will pay the reasonable costs of repossessing the Vehicle, including towing charges if:

- a) the Customer is in breach of any material term of this Agreement, particularly clauses 15 and 38;
- b) the Customer has obtained the Vehicle through fraud or misrepresentation;
- c) the Vehicle appears to be abandoned;
- d) the Vehicle is not returned on the agreed return date or Maui reasonably believe that the Vehicle will not be returned on the agreed return date; or
- e) Maui considers, on reasonable grounds, that the safety of the passengers or the condition of the Vehicle is endangered.

**34.2** The Customer understands that in the event of such termination or repossession, the Customer has no right to a refund of any part of the rental charges or the Security Deposit.

## **35) CANCELLATIONS**

If a booking is amended within the cancellation fee period and subsequently cancelled, the cancellation fee for the original booking will apply.

Cancellation fees apply as follows:

If cancelled up to 22 days prior to pick-up:

**No Fee**

If cancelled from 21 to 7 days prior to pick-up

**20% of Gross Rental**

If cancelled 6 to 1 days prior to pick-up

**50% of Gross Rental**

If cancelled on day of pick-up or No-Show

**100% of Gross Rental**

## **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) ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement of the parties and there are no other oral undertakings, warranties, or agreements between the parties relating to the subject matter of this Agreement.

## **CONTACT DETAILS**

**FREEPHONE  
1 300 363 800**

### **Branches in:**

**Adelaide, Alice Springs, Brisbane, Broome, Cairns,  
Darwin, Hobart, Melbourne, Perth, Sydney**