

# Maui AU Summary of Terms

1 April 2018 – 31 March 2019

## FLEX Pricing

- All daily vehicle rates and the maui Inclusive Pack rates quoted are gross, inclusive of Goods and Services Tax (GST) and 3% administration fee, and are in Australian dollars.
- Rental days are charged per calendar day. When calculating the number of days a vehicle is rented, the day of pick-up is counted as day one of the rental. The day of the vehicle's return is counted as the final day of the rental. Vehicles are required to be collected and returned with business hours.
- All rates and conditions are subject to change without prior notification.
- 'Flex rates' determine the daily vehicle rate. Flex rates are updated a minimum of once a week. Quotes expire 96 hours after issue.
- The flex rate is determined by the date of pick-up, location and date of booking for the rental up to 7 days. After every 7 days the flex rate resets to the rate applicable on that day (I.e. 8th, 15th, 22nd day of hire etc).
- 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), the original flex rate which applied at the time of the original booking, will apply.
- These rates and terms do not apply to convoy bookings (any rental that consists of five or more vehicles travelling together).
- Daily vehicle hire rates include unlimited kilometres.
- All motorhomes are fully equipped with linen and bedding, and kitchen and general equipment, in camper tablet with GPS, CamperHelp and more.

## Discounts

Discounts apply to the daily vehicle rate only.

## Fees

One-way rental fees	Where pick up originates from and returns to Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide		\$165
	Where pick up originates from Darwin, Broome, Alice Springs or Perth and returns to any location		\$250
Location fee	Broome (for same city collection and return only one fee applies)		\$750
	Hobart pick up fee		\$100
Extra Driver Fee	A fee per extra driver, per hire applies. \$2 per day (maximum charge per hire, per driver is \$30)		
Public Holiday Surcharge – National holidays	02 April 2018	Easter Monday	\$100
	25 April 2018	ANZAC Day	\$100
	26 December 2018	Boxing Day	\$100
	01 January 2019	New Year's Day	\$100
	07 May 2018	May Day (applies to Alice Springs & Darwin branches only)  Labour Day (applies to Brisbane and Cairns branches only)	\$100

	04 June 2018	Western Australia Day (applies to Broome & Perth branches only)	\$100
	11 June 2018	Queen's Birthday (applies Adelaide, Alice Springs, Darwin, Melbourne & Sydney branches only)	\$100
	06 July 2018	Alice Springs Show Day (applies Alice Springs branch only)	\$100
	27 July 2018	Darwin Show Day (applies to Darwin branch only)	\$100
	06 August 2018	Picnic Day (applies to Alice Springs & Darwin branches only) Bank Holiday (applies to Sydney branch only)	\$100
	15 August 2018	Royal Queensland Show (applies to Brisbane branch only)	\$100
	24 September 2018	Queen's Birthday (applies to Broome & Perth branches only)	\$100
	01 October 2018	Queen's Birthday (applies to Brisbane & Cairns branches only) Labour Day (applies to Adelaide & Sydney branches only)	\$100
	06 November 2018	Melbourne Cup (applies to Melbourne branch only)	\$100
	11 February 2019	Royal Hobart Regatta (applies to Hobart branch only)	\$100
	04 March 2019	Labour Day (applies to Perth branch only)	\$100
	11 March 2019	Adelaide Cup (applies to Adelaide branch only) Labour Day (applies to Melbourne branch only) 8 Hours Day (applies to Hobart branch only)	\$100

**Note:**

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

## Maui Additional Booking Options

Inclusions	Est retail value per hire	Campervan \$7,500	Inclusive Pack <sup>6</sup>	The Bundle <sup>7</sup>	Express Return Pack <sup>5</sup>
Vehicle Liability \$7,500 (debited to credit card)		✓			
Liability Reduction Option <sup>1</sup> (liability reduced to Nil)	\$45 (per day)		✓		
Single vehicle rollover cover <sup>2</sup>	\$100		✓		
WIFI, including 1GB of data	\$35		✓	✓	
Extra Driver Fees	\$20		✓	✓	
Linen Exchange	\$50		✓	✓	
Picnic table	\$25		✓	✓	
Picnic chairs (chairs per person traveling)	\$18		✓	✓	
Baby / Booster seat on request (cannot be fitted in some vehicle categories)	\$36		✓	✓	
Portable fan heater if required	\$16		✓	✓	
Return gas bottle empty	\$30 - \$50				✓
Return fuel tank empty	\$100				✓
Toilet & Waste Water Emptying service <sup>3</sup>	\$50				✓
Express key return <sup>4</sup>					✓

### Notes:

- Liability Reduction Option:** Reduces Vehicle Liability to Nil.
- Single vehicle rollover cover:** The customer will not have to pay for the cost of any damage attributed to an accidental single vehicle rollover.
- Toilet Emptying services:** Only available at our Cairns, Melbourne and Sydney branches
- Express key return:** In conjunction with Liability Reduction Option or the Maui Inclusive Pack.
- Express Return Pack:** Pricing and inclusions are subject to change.
- Inclusive Pack:** \$55 per day (max charge \$2,750)
- The Bundle:** \$10 per day (max charge \$500)

## Vehicle Liability 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 in Australia take out personal travel insurance.

In the USA a liability is referred to as the “deductible”.

All vehicles are insured for the damage to the vehicle or to the property of a third party. The hirer is responsible for the first \$7,500 (“the liability”) of the cost of any 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 \$60 may apply, per claim. The liability applies in respect of each claim, not rental. The \$7,500 liability can be reduced by purchasing the Liability Reduction Option or the maui Inclusive Pack..

## Liability Reduction Option

Cost per day	Liability reduced to
\$45 (maximum charge \$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'.

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.

**MAUI STRONGLY RECOMMENDS OUR CUSTOMERS TAKE THE MAUI INCLUSIVE PACK FOR TRAVEL WITH PEACE OF MIND.**

## Liability Deposit

If the Liability Reduction Option or the maui Inclusive Pack is not taken, the customer must pay the Liability Deposit. The Liability Deposit is \$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 a 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% 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 2% 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 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 any 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 charge 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 Pack has been purchased.
8. Damage caused to the vehicle because total load (kg) has exceeded recommended load as stated in 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 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..

## Conditions

### Rental Duration

- Minimum and maximum rental periods apply and are subject to change.
- Late pick-up or early return of vehicle does not entitle the customer to any refund of the unused portion of the rental.
- If a customer wishes to extend the rental whilst on hire, they must first obtain authorisation from maui. 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 \$150 in addition to the daily rate..

### 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 or returning their vehicle to be in the office by 1530 hours.

Locations	Dates and Hours of Operation			
SYDNEY, MELBOURNE, ADELAIDE AND PERTH	1 April – 30 April 7:30AM - 4PM	1 April – 31 August 10AM - 4PM Closed Sundays	1 September – 31 March 7:30AM - 4PM	
BRISBANE	1 April – 30 September 7:30AM - 4PM	1 October – 28 February 10AM - 4PM Closed Sundays	1 March – 31 March 7:30AM - 4PM	
HOBART	1 April – 30 June 7:30AM - 4PM	1 July – 31 August CLOSED	1 September – 31 March 7:30AM - 4PM	
ALICE SPRINGS, DARWIN AND BROOME	1 April – 30 April 10AM - 4PM Closed Sundays	1 May – 31 October 7:30AM - 4PM	1 Nov – 30 Nov 10AM – 4PM Closed Sundays	1 Dec – 31 Mar CLOSED
CAIRNS	1 April – 30 April	1 May – 31 October	1 November – 31 March	

	10AM - 4PM Closed Sundays	7:30AM - 4PM	10AM - 4PM Closed Sundays
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## Multiple Rentals

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

## Road Restrictions

Motorhomes can only be driven on sealed/bitumen or well-maintained 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 motor vehicle 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 driver's 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.

## Change of Drop Off Location

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

## Change of Vehicle

Should the vehicle booked be unavailable, Maui reserve 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 and from the maui branch, at their own expense.

## Toll and Traffic Notices and Administration Fees

Maui reserves the right to charge the customer for any speeding, toll way, parking or freedom camping fines. In addition to the costs associated per fine, an administration fee of \$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 Card Payments

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 or 5% for American Express. 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. Britz does not accept liability for any such variation or any interest incurred on such amounts.

## 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 Policy

The cancellation fees are:

- If cancelled up to 91 days prior to pick-up (Agent booking deposit)
- If cancelled from 90 to 22 days prior to pick-up (Agent booking deposit + 10% of Rental)
- If cancelled from 21 to 7 days prior to pick-up ((Agent booking deposit + 20% of Rental)
- If cancelled 6 to 1 days prior to pick-up (Agent booking deposit + 50% of Rental)
- If cancelled on day of pick up or No-Show (Agent booking deposit + 100% of Rental)
- If vehicle is returned early there is no refund available for the unused days.

## Calculation Errors

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

## 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. Maui does not accept liability for any claims submitted after this period.

## Please Note

This document contains a summary of some of the rental conditions. For detailed conditions, refer to the rental agreement upon vehicle collection.

## Disclaimer

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