



MAUI - AUSTRALIA 2009-10
STANDARD 2WD CAR RENTAL CONDITIONS
01 April 2009 - 31 March 2010

PLEASE NOTE:

- Rental basis: 24 hours
- Rates include 10% GST
- Rates are subject to change without notice

INCLUDED IN NETT RATES:

- Vehicle insurance (excess of AU\$220 applies)
- A 5% premium location surcharge in "Airport" rates
- Unlimited kilometres
- Extra driver fees
- Vehicle Registration Surcharge
- 24 hrs road service help line (toll free)
- 10% GST and Stamp Duty
- Travel wallet including maps and guides, available at branches

ADDITIONAL HIRE ITEMS – SERVICES:

- Baby / Booster seat* \$5.50 per day (maximum charge of \$33.00 per rental)
- Child seats are available free-sell at all times except for rentals commencing within any Australian school holiday period, and must be booked at time of reservation. Booster seats are on request at all times. For bookings during school holidays, child equipment is on a request basis only. Availability will be confirmed or denied within 24 hours.

MAPS:

Local street directories for capital cities are available on request, free of charge. The cost to replace the directories is AU\$25 and will be charged to the customer if the street directory is not returned at the end of the hire.

RENTAL DURATION:

- Rental days are calculated on a 24-hour basis.
- Minimum rental period is one day for all east coast locations and Perth where pick up and return is the same location or within the same city.
- Minimum rental period for NT locations is three days. The exception is when pick up is from either Alice Springs or Ayers Rock and return is either Alice Springs or Ayers Rock (hire must be one-way). In this instance, a minimum hire requirement of one day applies. A one-way rental fee of AU\$330.00 will apply where the rental is one or two days. Rentals of three days or more will not be subject to the one-way fee.
- Minimum rental periods apply to one-way rentals. Refer to one-way rentals section.

Early return of vehicle does not entitle the hirer to any refund of the unused portion of the rental. Maui allows a grace period of 59 minutes before the hirer is liable for late return charges. Late return fees are applicable as follows:

- 1 hour late, one third of the daily rate will apply
- 2 hrs late, two thirds of the daily rate will apply
- 3 hrs late, one full day rate will apply

ONE-WAY RENTALS:

- One-way rentals are permitted between Cairns, Brisbane, Sydney, Melbourne and Adelaide. The minimum hire requirement for one-way rentals between these locations is three days. Note that listed cities includes both airport and non-airport locations.
- Rentals between the city and the airport within the same city have a minimum hire requirement of one day.

The exception is for NT locations, which have a 3-day minimum hire requirement at all times.

- One-way hires are not allowed out of or into the states of Tasmania, Western Australia and the Northern Territory.
- One-way hires between locations within the Northern Territory are permitted and have a 3-day minimum hire requirement at all times. The exception is when pick up is from either Alice Springs or Ayers Rock and return is either Alice Springs or Ayers Rock (hire must be one-way). In this instance, a minimum hire requirement of one day applies. A one-way rental fee of AU\$330.00 will apply where the rental is one or two days. Rentals of three days or more will not be subject to the one-way fee.
- IWAR is not permitted to travel one way within the Northern Territory.

MULTI-HIRE RENTALS:

Maui will combine multiple rentals to facilitate a competitive rate. To calculate the applicable daily rate add the total number of rental days and apply the corresponding rate. All requests must be made via Reservations at the time of the initial booking request.

For example: 5 days in Sydney, 4 days in Brisbane and 3 days in Cairns would be calculated as totalling 12 days.

Therefore, the 7 - 13 day rate would apply.

Each rental must be for a minimum of 3 days to be used in conjunction with a Multi-hire rental. All individual rentals eligible for multi-hire rates are to be booked at the same time and completed 6 months after first rental.

Car hires combined with campervan hires do not qualify.

FOR YOUR PROTECTION:

Personal injury is covered in most cases through registration Third Party insurance. Maui strongly recommends that all people traveling in Australia take out personal travel insurance.

All vehicles are insured for any damage to the vehicle or to the property of a Third Party.

The hirer is responsible for the "excess" being the first AU\$220.00 of the cost of damage to Third Party property or to the rented vehicle, including windscreen and tyre damage, towing and recovery costs, theft, fire, break-in or vandalism.

This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs.

Single vehicle accident liability within NT and Broome is the first AU\$1,650.00

The excess applies in respect of each claim, not rental.

The excess is applicable regardless of who is at fault and must be paid at the time the accident report is completed, or at the completion of the rental, whichever occurs first. The excess will be refunded to the hirer if the costs are successfully recovered.

Please note: for those in the USA, "excess" refers to the "deductible".

Tyre and Windscreen Cover:

The excess includes cover for accidental damage to the tyres and front windscreen. The customer does not have to pay for damage to tyres such as punctures, cuts, abrasions or damage to the front windscreen such as chips, cracks and stars.

Please see the 'exclusions' section below, whereby all insurance cover will be made void.

EXCLUSIONS:

All insurance cover will be made void if any of the following list of 'Exclusions' are breached.

1. Vehicles used by you or by any authorised driver (unless authorised by us in writing) on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete). No vehicle may be used in off-road conditions. Off-road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks.

2. Any water related damage, which includes but is not limited to:

- a. any vehicle submersion
- b. creek or river crossing
- c. driving through low plain flooded areas
- d. beach driving

3. Personal belongings. Maui recommends the hirer does not leave valuables in the vehicle and that they have insurance to cover for the loss/damage of personal belongings.

4. Any breach of the terms of the rental agreement. The hirer will be responsible for the total cost of any damage. This will also include 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.

5. The cost to retrieve or recover a vehicle, which may include, but is not limited to a vehicle that has become bogged, submerged or has been abandoned.

6. The incorrect use of fuel (fuel being diesel or petrol) or contaminated fuel. The hirer will be responsible for any associated cost.

7. The cost to replace keys, which have become lost or retrieval of keys, which have been locked in a vehicle.
8. External modifications: if any external modifications are made to the vehicle and the vehicle is damaged as a result of this modification the hirer is responsible for the total cost of the damage.
9. Overhead and underbody damage to the vehicle.
10. Any damage sustained to the rented vehicle as a result of a collision with an animal between the hours of dusk to dawn in Northern Territory Locations and Broome, Western Australia. All damage and recovery costs will be the responsibility of the hirer.
11. All towing charges are in addition to the damage liability.
12. The vehicle rented may only be used to carry the maximum number of passengers as dictated by the vehicle type. If more passengers are carried than what is allowed Maui does not accept any liability.
13. 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.
14. Vehicles are not permitted to travel on ferries. The exception to this is a ferry crossing to and/or from Adelaide to Kangaroo Is. In this case the vehicle must be collected from a corporate location.

VEHICLE SECURITY DEPOSIT:

Upon vehicle collection a vehicle security deposit is payable. The security deposit is AU\$220 and is payable by credit card only. The credit card holder must also hold a full and current drivers licence and must be present when the vehicle is collected and be able to supply both their drivers' licence and their credit card.

The AU\$220.00 deposit is recorded against the credit card as an imprint.

The security deposit is fully refundable provided the vehicle is returned on time, to the nominated location, undamaged, with a clean interior and with full fuel tank.

We reserve the right to retain an AU\$220 soiling fee if the vehicle is not returned in a clean condition.

ROAD RESTRICTIONS:

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.

GOODS AND SERVICES TAX (GST):

Rates include 10% GST. Maui reserves the right to amend GST upon Government intervention.

GOVERNMENT STAMP DUTY:

Rates include State Government Stamp Duty. Maui reserves the right to amend Stamp Duty upon Government intervention.

PREMIUM LOCATION SURCHARGE (PLS):

An airport concession fee will be charged for hires that pick-up from airport locations. Vehicles picked up from nonairport locations can be returned to airport locations and no fee will be payable.

The premium location surcharge is 5% and is included in "airport" rates.

Fees are set by airport operators and vary by airport and are subject to change at any time.

INFRINGEMENTS:

Maui reserve the right to charge the hirer 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 fine and in addition to the fine will be AU\$60.

EXCHANGE RATE - CURRENCY VARIATIONS:

All credit 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.

CREDIT CARDS:

When a credit card is presented as payment, the credit card holder will be jointly and severally liable as a customer.

All internationally recognised credit cards are accepted. The credit card holder must also possess a valid and full driver's licence and present this at time of vehicle collection.

DRIVER'S LICENCE REQUIREMENTS:

A current non-provisional and non-probationary resident country driver's licence is to be presented at the time of rental. If the licence is not in English format and or displaying the driver's photograph, an international driver's licence is also required. When an international driver's licence is being presented the domestic licence must also be presented. The primary hirer must hold both a valid drivers licence and a credit card for identification purposes.

AGE RESTRICTIONS:

Drivers must be between 21 and 75 years of age for car rentals and between 25 and 75 for mini van rentals (vehicle code IVAR).

Drivers between the ages of 21-25 years will incur a surcharge of AU\$16.50 per day in addition to the daily rate when the hire is in the Northern Territory. This fee is paid upon vehicle collection.

ON-ROAD ASSISTANCE:

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

Please contact us toll free on: 1-800-811-506

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.

RENTAL EXTENSIONS:

If the hirer wishes to extend the rental whilst on hire, they must first obtain authority from the destination branch. This is subject to availability and the daily rate for extensions may differ from the original booked rate.

VEHICLE CATEGORY:

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

VOLUNTARY DOWNGRADE:

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

IMPORTANT:

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

ANIMALS:

No animals are permitted in our vehicles, excluding guide dogs.

PERSONAL AND COMPANY CHEQUES:

Personal and company cheques will not be accepted as payment for rentals at the time of pick-up. These must be paid to Maui 14 working days prior to commencement of rentals. Personal or company cheques are not accepted for the security deposit.

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.

NOTE:

TERMS AND CONDITIONS AND RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE

OFFICE HOURS AND CONTACT DETAILS FOR INFORMATION & RESERVATIONS:

Gazelle World Wave – Belgium or any Belgian Travel agency.
Daily from 0900 to 1800hrs, closed Sundays and public holidays.
Phone: +32.89.849830
E-mail: info@gazelleworldwave.be
Website: www.gazelleworldwave.com