



MAUI - AUSTRALIA 2009-10

STANDARD/FLEX MOTORHOME RENTAL CONDITIONS

01 April 2009 - 31 March 2010

In the USA "excess" refers to the "deductible". Max. recommended weight for top bed is 80kg

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 downloaded from www.maui-rentals.com
- All rates quoted in this document are gross, inclusive of Goods and Services Tax (GST) and are in Australian dollars.
- Rental basis is per calendar day.
- Minimum rental period is 5 days* with the exception of the one-way hires, which are subject to a 7-day minimum hire requirement. *The Rookie has a 3-day minimum with the exception of one-way hires, which are subject to a 7-day minimum. The Rookie is available from certain locations only refer to rental duration and location requirements for the Rookie.
- Minimum rental periods are subject to change during peak periods.
- These rates and terms may not apply to convoy bookings (any rental that consists of five or more vehicles travelling together). Maui has a dedicated convoy department and requests for convoy quotes/bookings should be directed first to Reservations.
- These rates and terms may not apply to rentals exceeding 100 days, which includes multihires. Requests for quotes/bookings for more than 100 days should be directed first to Reservations.
- All rates and conditions are subject to change as required and without prior notification.

INCLUDED IN GROSS RATES:

- Unlimited kilometres
- Vehicle insurance (excess applies, see information under the heading "for your protection vehicle excess")
- 10% GST*
- 3% stamp duty and administration fee*
- Starter pack*
- Extra driver fees
- Kitchen equipment*
- Linen and bedding*
- General equipment*
- Customer care 24 hour, 7 days per week road-service helpline (toll free)
- Travel wallet including road maps and travel information
- 10% off powered sites at all BIG 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.

* **Administration fee** - A surcharge of 3% of the total cost will be levied to cover state government taxes, duties and administration costs. This fee is included in the daily gross vehicle rates.

* The **starter pack** is 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, mosquito coils, bin liner, toilet roll, sponge, soap, tissues and shampoo and conditioner sachets.

* **Kitchen equipment** includes plates, bowls, cups, glasses, knives, forks, spoons, bottle/can opener, mixing bowls, colander, saucepans, frying pans, cooking utensils, chopping board, kettle, teapot, coffee plunger, toaster and tea towel.

* **Linen and bedding** includes pillow, pillowcase, doona (duvet), sheet and towel per person.

* **General equipment** includes pegs, dustpan/brush, fire extinguisher, bucket/hose, broom, matches, ice cube tray, coat hangers, toilet chemicals and floor safe in the Spirit 2 t/s, Spirit 4 and 6.

MAUI PREMIUM PACKAGE :

The Maui Premium Package for 2WD rentals is AU\$58 per day (maximum AU\$2,900 per rental) and is payable in addition to the daily rental rate.

The Maui Premium Package for 4WD rentals is gross AU\$68 per day (maximum charge of AU\$3,400 per rental) and is in addition to the daily gross vehicle rate.

The Maui Premium Package component is commissionable along with the vehicle component of the rental.

Inclusions are:

- Excess reduction option 2*
- No Worries Cover Option* (PCO2)
- One-way fee if applicable
- Taxi fare from airport to Maui branch upon vehicle collection only. Receipt must be presented for re-imbusement.
- Pre-purchase Gas* (PGO)
- Picnic table and chairs (chairs per person travelling)
- 1 x baby or booster seat if required*
- 4WD Outback Safety Kit (included in 4WD rentals only)*

* **Excess Reduction Option 2** - This option reduces the excess from AU\$7500 to NIL and from AU\$7500 to AU\$440 for 4WD vehicles.

* **No Worries Cover (PCO2)** – The No Worries Cover Option extends the cover available with Excess Reduction 2 to include cover for accidental damage to the overhead and underbody sections of the vehicle. With 4WD hires, it also reduces the excess to NIL.

* **Pre-Purchase Gas (PGO)** allows the customer to return the vehicle without the need for the gas bottle to be replenished. The gas bottle is used to operate the gas stove and to heat the hot water in vehicles with a hot water facility. This option can be purchased separately if the Premium Package has not been selected. See “additional products and services” for costs.

* **4WD Outback Safety Kit** – Included in the Maui Premium Package for 4WD hires only. The kit includes an Emergency Position Indication Radio Beacon (EPIRB), snatch strap with D shackles and a folding spade. An EPIRB when activated transmits an emergency distress signal, which can be detected by Australian rescue authorities. A snatch strap is used to pull a vehicle from a bogged position with the aid of another vehicle. The D shackles secure the snatch strap to a rigid anchor point.

* **Baby/booster seat** – Note that not all Maui vehicles can accommodate child restraint equipment. Childseats depending on the child’s age are commonly used for children 3 years or less. Reversible childseats or capsules are used so that an infant can be accommodated when required. Booster seats again depending on the child’s size are commonly used for children between 3 and 8 years of age. All child restraint equipment is to be fitted by the hirer facing forward, in the appropriate seat/s and cannot be situated on side facing seats. Refer to vehicle specifications on the website and/or contact Reservations for further information.

FOR YOUR PROTECTION – VEHICLE EXCESS:

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

In the USA an excess 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 excess”) of the cost of damage to Third Party property or to the rented vehicle, including single vehicle accident, 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 off fleet for accident repairs

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 if Maui is successful in recovering the cost of the damages from the Third Party. Please note that Third Party claims can take months to resolve. The excess applies in respect of each claim, not rental.

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

This AU\$7,500 excess can be reduced in most circumstances, by the purchase of Excess Reduction Option 1 or Excess Reduction Option 2.

Excess Reduction Option 1:

| Vehicle | Cost per day | Excess reduced to |
|---------|-------------------------------|-------------------|
| 2WD | AU\$22 (max charge AU\$1,100) | AU\$2,500 |
| 4WD | AU\$27 (max charge AU\$1,350) | AU\$2,500 |

When Excess Reduction 1 has been purchased the hirer is responsible for the first AU\$2,500 (“the excess”) of the cost of damage to Third Party property or to the rented vehicle. This includes single vehicle accident, 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 off fleet for accident repairs. The excess applies in respect of each claim, not rental.

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

Excess Reduction Option 2:

| Vehicle | Cost per day | Excess reduced to |
|------------|-------------------------------|-------------------|
| Rookie 2WD | AU\$19 (max charge AU\$570) | NIL |
| 2WD | AU\$40 (max charge AU\$2,000) | NIL |
| 4WD | AU\$49 (max charge AU\$2,450) | AU\$440 |

When Excess Reduction 2 has been purchased, the hirer will have no excess at all for 2WD vehicles with the exception of the ‘exclusions’.

In the event of the vehicle hired being a 4WD the hirer will be responsible for the first AU\$440 (“the excess”) of the cost of damage to Third Party property or to the rented vehicle. This includes single vehicle accident, 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 off fleet for accident repairs. The excess applies in respect of each claim, not rental.

Note: Excess Reduction Option 2 is included in the Maui Bonus Pack

Please see the ‘Exclusions’ section below, whereby all insurance cover will be made void.

No Worries Cover Option (PCO2):

The No Worries Cover Option is a one off fee of AU\$50 per hire for 2WD vehicles and AU\$120 for 4WD vehicles. The No Worries Cover Option is only available when Excess Reduction 2 has been purchased.

Note the No Worries Cover Option is included in the Maui Bonus Pack.

With the No Worries Cover Option, the hirer will not have to pay any excess at all for any damage to the vehicle or property of a Third Party with the exception of the ‘exclusions’. This will include accidental overhead or underbody damage to the vehicle. Please note overhead and underbody damage cover is excluded unless the No Worries Cover Option has been purchased.

TYRE AND WINDSCREEN DAMAGE – Where the hire has a nil excess up to one windscreen and two tyres will be covered for accidental damage. Should these amounts be exceeded the cost to repair or replace the items will not be covered and will be the responsibility of the hirer.

MAUI STRONGLY RECOMMENDS OUR CUSTOMERS TAKE NO WORRIES COVER FOR TRAVEL WITH COMPLETE PEACE OF MIND.

EXCLUSIONS:

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

1. Overhead and underbody damage to the vehicle – except where No Worries Cover has been purchased.
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 damage caused by willful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle).
5. A single vehicle roll over occurs.
6. Damage caused to the vehicles by snow chains.
7. Any damage caused while driving under the influence of alcohol or drugs.
8. The Customer will be liable for any costs associated with the incorrect use of fuel or the use of Bio- Diesel which should not be used (fuel being diesel or petrol), or water or other contamination of fuel.
9. 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.
10. The cost to replace keys, which have been lost or retrieval of keys, which have been locked in a vehicle.
11. 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.
12. 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.

VEHICLE SECURITY DEPOSIT:

Upon vehicle collection, a security deposit is required. The amount is determined by the Excess Reduction Option selected.

For security purposes, only a credit card can be used to provide a vehicle security deposit. The credit card holder must be present and able to sign for the vehicle security deposit upon vehicle collection. The credit card holder is jointly and severally liable for any damage to the rental vehicle.

Debited bonds are subject to a 2% credit card administration fee in addition to the bond amount when the credit card used is either a Visa or MasterCard or 4,5% for American Express.

If an Excess Reduction Option is not selected, the security deposit is AU\$7,500 or AU\$2,500 if the rented vehicle is the Rookie payable by credit card.

The AU\$7,500/AU\$2,500 is debited to the hirer's credit card when the vehicle is collected. For this reason it is important that the hirer have the funds available on the credit card and that the amount does not exceed the hirer's daily withdrawal allowance available on the credit card.

If Excess Reduction Option 1 has been taken the security deposit is AU\$2,500 (not applicable to the Maui Rookie).

The AU\$2,500 is debited to the hirer's credit card when the vehicle is collected. For this reason it is important that the hirer have the funds available on the credit card and that the amount does not exceed the hirer's daily withdrawal allowance available on the credit card.

If Excess Reduction Option 2 is selected with or without No Worries Cover or the package booked is the Bonus Pack the security deposit is AU\$220 for 2WD vehicles or \$AU440 for 4WD vehicles.

The AU\$220/\$440 is taken as an imprint to the hirer's credit card when the vehicle is collected. An imprint simply records a figure against the hirers credit card of AU\$220/\$440 that Maui can then debit if required.

The security deposit is fully refundable provided the vehicle is returned on time, to the correct location, undamaged, with a clean interior and with full fuel tanks (fuel being petrol or diesel) and gas bottle. Except

where the customer has purchased PGO (PGO is included in the Maui Bonus Pack) and/or Pre Purchase Fuel (PPF), failure to return the vehicle with full petrol or diesel tanks and/or a full LPG bottle will result in refill charges, which will be advised upon return of the vehicle.

Maui reserves the right to retain an AU\$220 cleaning fee if the vehicle is not returned in a clean condition. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and waste water tank must be emptied prior to the return of the vehicle, or an additional AU\$125 soiling fee will be retained.

FOR SECURITY PURPOSES, ONLY THE HIRERS CREDIT CARD CAN BE USED FOR VEHICLE SECURITY DEPOSITS.

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:

The credit card holder will be jointly and severally liable as a customer. Accepted credit cards are Visa Card, MasterCard and American Express. A non-refundable 2% 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 and only the hirer's credit card is acceptable to use for the purpose of the security bond. Please refer to the vehicle security section above for more information.

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 received by Maui 14 working days prior to commencement of the hire/s.

CALCULATE ERRORS:

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

AGENT NON-PAYMENT:

In the case where pre-payment is required and this has not been made the hirer agrees to pay the full costs to Maui.

LICENCE:

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.

AGE RESTRICTIONS:

Drivers must be 21 years of age or over. For drivers 75 years of age or over, a medical certificate stating that the customer is fit to drive for the duration of the hire is required upon vehicle collection.

ADDITIONAL PRODUCTS & SERVICES:

To be requested at time of reservation or upon vehicle collection and paid by customer on the day of vehicle collection:

- | | | |
|--|--|--|
| • Linen and Bedding Kits | AU\$38 per person per rental | (Includes 1 x towel, pillow, pillow-case, sleeping bag, bed sheet) |
| • Picnic Table | AU\$22 per rental | |
| • Picnic Chair | AU\$12 per rental | |
| • Baby / Booster seat | AU\$25 per rental | |
| • Tent (4 person) | AU\$75 per rental | |
| • Satellite Phone | AU\$17 per day plus call costs | |
| • Awnings (if not already affixed) | AU\$5 per day with a maximum charge of \$100 per hire | |
| • First Aid Kit | AU\$30 for purchase (In vehicle. If seal broken customer is charged) | |
| • Souvenir Road Atlas | AU\$20 for purchase | |
| • Pre-Purchase Gas Option. | Gas bottle used for cooking. Also used for hot water facilities in vehicles that have this option) | |
| <i>Spirit 2 Grande, Spirit 4WD</i> | <i>AU\$23 per vehicle</i> | |
| <i>Spirit 2T/S / Spirit 4 / Spirit 6</i> | <i>AU\$35 per vehicle</i> | |
| • Pre-Purchase Fuel Option (PPF) | Details on request | |
| • Outback Safety Kit* | AU\$95 per rental | |

- GPS AU\$9 per day with a maximum charge of AU\$90 per hire
- Heater/Fan AU\$10 per rental

Charges for additional products and services will be charged per hire.

Note that one-way fee (if applicable), outdoor chairs/table, a baby or booster seat (if required), the pre-purchase gas option and the outback safety kit (4WD rentals only) are included in the Maui Premium Package.

* Maui strongly advises all 4WD customers venturing into remote areas of Australia to carry a 4WD outback safety kit, which includes a satellite safety beacon. The beacons can be activated in emergency situations to alert rescue authorities.

If a client would like to undertake a 4WD Training Course, Maui can recommend Operators in local areas. Contact details available on request. Clients must book direct with 4WD Training Operators.

RENTAL DURATION:

- 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 within business hours unless arranged otherwise.
- When a rental moves from one rate season into the next, the calculation is based on both rates.
- Minimum rental periods are 5 days for the Spirit 2, Spirit 2T/S, Spirit 4WD and 7 days for the Spirit 4 & Spirit 6.
- All one-way hires are subject to a minimum 7 day hire requirement.
- A 7-day minimum applies to all hires with a collection date between 15 December and 5 January.
- Minimum rental periods are subject to change during peak periods.
- These rates and terms may not apply to rentals exceeding 100 days, which include multihires. Requests for quotes/bookings of more than 100 days should be first directed to Reservations.
- 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 authorization 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.

ROAD RESTRICTIONS:

- 2WD motorhomes can only be driven on sealed/bitumen roads. The only exceptions to this are well maintained access roads to recognised campgrounds and Kangaroo Island (South Australia).
- 4WD vehicles can also be driven on recognised unsealed roads.
- 4WD vehicles may only travel to the following areas with the written permission of Maui (please contact the local branch for further information): Simpson Desert, Strzelecki Track, Gunbarrel Highway, Cape York, the Bungle Bungles, Oodnadatta Track, Birdsville Track, Tanami Track, the Plenty Highway and Gibb River Road.

Vehicles are NOT permitted to travel 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.

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.

CHANGE OF DROP-OFF DESTINATION:

If the customer wishes to change the drop-off destination, they must first obtain authorisation from the Reservations or Scheduling departments.

Subject to the change being approved, an additional charge of up to AU\$550 may apply.

BOOKING AMENDMENTS:

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

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. Consecutive motorhome hire in Australia, New Zealand and South Africa and/or consecutive car hire in New Zealand for both Maui and Maui can be combined to qualify if the vehicle collection date/s are within a 3-month period. For all rentals to qualify each booking needs to be made at the same time. If a customer makes another booking at a later time, the new booking can be combined to qualify if the vehicle collection date/s are within a 3-month period however, the original booking/s will only qualify for a discount if the booking/s are not already travelling or travelled.

Note that 2WD car hire in Australia cannot be combined with any campervan or New Zealand car hire to qualify for longer-term discounts.

Longer-term discounts must be requested at the time of booking.

For vehicles that pick up and drop off on the same day, the less expensive rental day will be free of charge. This also applies to the Excess Reduction Option or the Maui Premium Package if applicable.

If multiple hires are within the same country and total days exceed 50 days only the maximum charge applicable to the Excess Reduction Option or the Maui Premium Package will apply. If combining a vehicle hire with another Maui vehicle that has a more expensive Premium Package or Excess Reduction Option, the more expensive Premium Package/Excess Reduction maximum cost is applied. In the instance where a Maui hire is being combined with a Maui hire and the packages have either the Premium Pack or the Bonus Pack these components cannot be combined to have a maximum charge applied however the vehicle rate can have a longer-term discount applied if applicable.

If multiple hires total more than 100 days these rates and terms do not apply. Requests for quotes/bookings of more than 100 days should be directed first to Reservations.

ONE-WAY RENTALS:

- One-way rentals are available between all Maui branch locations the exception is one-way rentals into or out of Tasmania for 4WD vehicles, these are on request.
- Minimum rental period for one-way hires is 7 days. Shorter hires may be available on application only.
- A one-way rental fee of AU\$250 applies where pick up originates from Cairns, Brisbane, Sydney, Melbourne, Hobart or Adelaide, and returns to these locations. Should the hire originate or return to or from Darwin, Broome, Alice Springs or Perth, the one-way fee will be \$350
E.G., a Cairns to Darwin one-way rental would incur a one-way fee of \$350, where a one-way rental from Cairns to Brisbane will incur a one-way of \$250. The one-way fee is included in the Premium Package.

RENTALS IN BROOME:

An additional remote location fee of AU\$650 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 the one-way fee if applicable.

TRANSFERS:

The customer's taxi fare from the airport to the Maui branch is refunded upon vehicle collection only. Receipt must be presented for re-imbusement. All other transfers are at the customers own expense.

AIRPORT CONCESSION FEE:

An airport concession fee may be charged for hires with pick-up or drop-off from airport locations. An airport pick-up fee of AU\$16.50 per hire will apply for hires with pick-up at Hobart airport. This fee is subject to change and new airport charges may arise.

INFRINGEMENTS:

Maui reserves the right to charge the hirer for any speeding, parking or tollway fines, associated administration costs and/or accidents including Third Party property damage not reported on return of the vehicle. The administration fee per fine, in addition to the fine, will be AU\$60.

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

Please contact us on toll free: 1300 363 800

REPAIRS:

Repairs up to AU\$200 may be effected without authorisation and will be reimbursed upon presentation of a receipt. For amounts over AU\$200, Maui will need to be informed in advance. Repairs will be approved provided the customer was not directly responsible for the damage. Receipts must be submitted for any repair or the claim will not be paid.

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.

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 refund.

CANCELLATION POLICY:

The cancellation fees are: See general conditions Gazelle World Wave

IMPORTANT:

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

ANIMALS:

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

NOTE:

TERMS & 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