

maui

rental agreement

terms and conditions

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. Should you have any questions about these terms and conditions please contact us on freecall 0800 651 080. These terms and conditions do not exclude, restrict or modify the application of any provision, the exercise of any right, or the imposition of any liability under any New Zealand consumer law statute, where that would contravene the statute. However, the Consumer Guarantees Act 1993 will not apply to hire contracts for business purposes.

maui will debit the Customer's credit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60);

(b) a reminder notice only, **maui** will send the Customer a copy of the reminder notice and this agreement, together with a notification that **maui** will debit the Customer's credit card for the amount of the infringement fee (plus an administration fee of up to NZ\$60).

27.5 All notifications under clause 27.4 will be sent to the address provided by the Customer within 5 working days of receipt of the infringement or reminder notice (whichever is applicable).

27.6 The Customer has the right to:

(a) challenge, complain about, query or object to the alleged offence to which the infringement notice or reminder notice relates, to the issuing enforcement authority.

(b) seek a court hearing within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice.

28) RENTAL CHARGES

Total charges as set out in the 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) ROAD USER CHARGE RECOVERY FEE (RUCRF)

A Road User Charge Recovery fee will be calculated and collected on return of a Motorhome hire based on the kilometres travelled during the hire and the actual vehicle category. The costs can be obtained from the Customer Service Representative upon vehicle collection and/or are available online.

maui reserves the right to amend the Road User Charge Recovery Fee in response to changes in Government Road User Charges.

This fee was formally known as a Diesel Tax Recovery fee (DTR).

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 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 Vehicle Security Deposits. Only the Customer's credit card is acceptable to use for the purpose of the Vehicle Security Deposit.

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 freedom camping, 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 Vehicle 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 New Zealand 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** accepts 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. These must be received by **maui** 14 days prior to commencement of rental. 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 by the Travel Agent or Travel Wholesaler who arranged the vehicle rental on the Customer's behalf. **maui** reserves the right to collect payment from the Customer in the event of a failure by the Travel Agent or Travel Wholesaler to pay for the rental.

34) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

34.1 The Customer acknowledges that **maui** may refuse any rental, terminate this Agreement and/or 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 16 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 Vehicle Security Deposit.

35) CANCELLATIONS

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply. Cancellation fees apply only to motorhome hires, do not apply to car hire, and are 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

If Vehicle is returned early for any reason, whatsoever no refund will be available.

The above cancellation schedule is not applicable to hires with a collection date between 1 September 2011 and 31 October 2011, refer below for the cancellation fees applicable during this time.

If a bookings travel dates are amended within the cancellation fee period to be outside of the cancellation fee period and is subsequently cancelled, the cancellation fee for the original booking will apply.

If cancelled between 149 and 91 days prior to pick up:

50% of Gross rental

If cancelled 90 days prior to pick up:

100% of Gross rental

Late vehicle collection or early return during the hire:

No Refund available

If Vehicle is returned early for any reason whatsoever:

No refund available

Cancellations for Ferry Crossings

Bookings made for ferry crossings during 1 September and 31 October will require final customer names 90 days before travel or the space will be cancelled.

Bookings made for travel during 1 September and 31 October that are cancelled or reduced in value within 28 days of travel will have a 70% cancellation penalty applied.

36) PROPER LAW

This Agreement is governed by the laws of New Zealand.

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.

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 New Zealand dollars.

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

If travel is between 1 September 2011 and 31 October 2011 and rental dates are amended within 60 days of the vehicle collection date, no refund will be made if the hire is shortened.

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. Refer to clauses 24 and 31 for information about the Vehicle Security Deposit requirements and credit card payments.

'**maui**' means Tourism Holdings 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 that may be provided.

3) RENTAL DURATION Motorhomes

3.1 Rental days are calculated on a calendar day basis. When calculating the number of days the Vehicle is hired, the day of pick-up 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 period is 5 days. Minimum rental period is 7 days for hires between 1 September and 31 October. 10 day minimum rental period applies for travel 23 December - 10 January. Minimum rental period is 10 days when a Vehicle is being collected from the North Island and is being returned to the South Island if the rental commences between the months of October through to March. 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.

Cars

3.4 Unlike Motorhomes, Rental Car days are calculated on a 24-hour basis.

3.5 Minimum rental period is 1 day for Cars where pick up and return is to the same location. For rentals, travelling between locations the minimum rental duration is 3 days. For hires, travelling from the North Island to the South Island the minimum requirement is 7 days.

Minimum rental periods are subject to change and any change will be notified to you prior to your booking confirmation.

3.6 Late pick up or early return of the Vehicle does not entitle the Customer to any refund of the unused portion of the rental.

3.7 **maui** allows a grace period of 59 minutes before the Customer is liable for late return charges.

1 hour late: *one third of the daily rate will apply*

2 hours late: *two thirds of the daily rate will apply*

3 hours late: *one full day rate will apply*

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 full bottles of gas (if applicable).

4.2 The Customer will return the Vehicle in a clean condition with a full fuel tank and full bottles of gas (if applicable) (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. Failure to adhere to these requirements will result in additional charges. 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, 8am to 4:30pm. **maui** requests that clients collecting or returning their Vehicle to be in the office by 3:30pm. **maui** branches are closed Christmas Day (25 December).

Please ensure that you allow adequate time to complete the required paperwork when collecting or returning your vehicle. All Vehicles must be collected from and returned to a **maui** branch.

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 in Auckland. Subject to the change being approved, an additional charge of up to NZ\$700 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit card. The fee may apply in all cases irrespective of the reason for location change.

If travel is between 1 September 2011 and 31 October 2011 and the pick up or return location is amended within 60 days of the vehicle pick up date a relocation fee of NZ\$1,000 may apply. If the customer wishes to change the drop-off destination after the rental has commenced, they must first obtain authorisation from the Reservations or Scheduling departments. If approved a minimum charge of NZ\$1,000 applies. The extra cost must be paid on confirmation of the change of location.

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 branch of destination. Failure to obtain authorisation will result in a daily fee of NZ\$150 in addition to the daily rate.

7.2 The Customer will be required to pay an extra day's Liability Reduction Premium (based on the Liability 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. The daily rental rate for the extension may not reflect the original rate booked.

8.2 Failure to obtain an authorisation for a rental extension will result in a late fee of NZ\$150 per day in addition to the daily rental rate for each day until the Vehicle is returned. The daily rental rate charged will be based on **maui** standard rental rates per Vehicle for the rental period.

9) WELLINGTON AND QUEENSTOWN

An additional location fee of NZ\$210 applies to all Motorhomes picking up or dropping off in Wellington and Queenstown. If the pick up and drop off occurs in the same city, only one location fee will apply. This is in addition to the one-way fee if applicable.

Rental Cars not available in Wellington.

Contact Details:

FREE PHONE
0800 651 080

Branches in:

Auckland 36 Richard Pearse Drive, Mangere, Auckland
Christchurch 530-544 Memorial Ave, Christchurch
Queenstown Queenstown Airport Terminal, Queenstown
Wellington C/- Top Ten Holiday Park, 95 Hutt Park Road, Lower Hutt

maui

10) QUEENSTOWN LOCATION FEE RENTAL CARS

A Queenstown location fee of NZ\$30 applies for car hires with pick-up from Queenstown locations. Fees are subject to change.

11) ONE-WAY RENTALS

11.1 One-Way rentals are available between all branch locations.

11.2 A One-Way fee of NZ\$300 applies (Motorhomes only) between the North and South Islands where pick up is between 01 October and 31 March. No One-Way Fee applies to Rental Cars.

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) EXTRA DRIVER FEE

There are no fees for additional drivers.

14) 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.

15) 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.

16) USE OF THE VEHICLE

16.1 The Customer agrees that, during the Rental Period, the Customer will not allow the Vehicle to be:

- 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 NZ\$7,500 of the cost of damage as described in clause 22.9 regardless of fault. The NZ\$7,500 is debited from the Customer's credit card immediately upon notification of accident to **maui**. A single Vehicle rollover may include, but is not limited to, a vehicle that has rolled, tipped or fallen over and this has caused damage to the side and/or roof area of the Vehicle;
- driven by a person under the influence of alcohol or drugs or with a blood alcohol level in excess of that permitted by law;
- left with the ignition key in the Vehicle while it is unoccupied;
- damaged by:
 - submersion in water
 - contact with salt water
 - creek or river crossing
 - driving through flooded areas
 - beach driving;
- used for any illegal purpose or in any race, rally or contest;
- used to tow any vehicle or trailer;
- used to carry passengers or property for hire or reward;
- 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;
- used to carry volatile liquids, gases, explosives or other corrosive or inflammable material; and
- used for transporting and haulage of goods other than what might be reasonably expected of a leisure rental.

16.2 Road restrictions apply as follows:

- maui** Vehicles may only be driven on sealed/bitumen or well-maintained roads.
- Vehicles are not permitted to be driven on Skippers Road (Queenstown), Ninety Mile Beach (Northland), Ball Hut Road (Mt. Cook), Bluff Road that runs between Kuaotunu and Matarangi and North of Colville Township (Coromandel Peninsula).

The Customer is responsible for all damage if travelling on these roads as defined in clause 22.9.

16.3 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.

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

16.5 The Customer shall not make any alterations or additions to the Vehicle without the prior written consent from **maui**.

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

16.7 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.

17) MAINTENANCE AND REPAIRS

17.1 **maui** will reimburse the customer for expenditure up to NZ\$200 (Motorhomes only) reasonably incurred in rectifying any mechanical failure to the drive train and engine of the Vehicle. For repairs costing over NZ\$200, (Motorhomes only) **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.

17.2 Subject to the terms of the Liability 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.

18) ON-ROAD ASSISTANCE

18.1 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 not to accept liability for any claims submitted after this period. **Please contact maui on: 0800 651 080 (North Island) and 0800 304 304 (South Island)**

18.2 All Vehicles are registered with the Automobile Association (AA) for 24hr roadside assistance. This service covers any mechanical faults with the Vehicle. Please note that the AA does not cover the following and the associated costs will be the responsibility of the Customer:

- the Vehicle running out of fuel;
- keys being locked inside the Vehicle or lost;
- flat batteries caused by incorrect usage of the batteries and/or incorrect usage of any equipment that requires the batteries in order to operate; and
- a breakdown because of damage caused in an accident.

18.3 All AA non-mechanical call-outs will incur a call-out charge of NZ\$85 plus GST.

18.4 The AA service operates 24hrs, however for

mechanical repairs outside office hours (including weekends and Public Holidays), some delays may occur.

19) VEHICLE AVAILABILITY

19.1 Vehicles cannot be requested by make or model, only by vehicle category. Subject to availability, **maui** can guarantee an automatic vehicle in some vehicle categories for an additional fee.

19.2 **maui** will endeavor 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.

19.3 Should the customer decide to voluntarily downgrade their vehicle type than that booked, they will not be entitled to any refund.

20) 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.

21) FOR YOUR PROTECTION

New Zealand legislation provides limited coverage for personal injury. However, this is not a replacement for travel insurance and **maui** strongly recommend that all people travelling in New Zealand take out personal travel insurance. **maui** does not accept any liability for personal injuries sustained during the rental.

22) VEHICLE DAMAGE - LIABILITY REDUCTION OPTIONS

22.1 The Customer understands that:

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

22.2 Any Liability Option is void, and the Customer will be responsible for the total cost of any damage (as per clause 22.9) if the Customer breaches any of the conditions of clause 16 and 23.

22.3 If no Liability Reduction Option is taken, the customer is responsible for the first NZ\$7,500 of the cost of damage for Motorhomes and NZ\$1,800 for Cars as described in clause 22.9.

22.4 With Liability Reduction Option 1 the Customer is responsible for the first NZ\$2,500 of the cost of damage for Motorhomes as described in clause 22.9.

22.5 With Liability Reduction Option 2 (applies to Motorhomes only) the Customer will not have to pay a liability for any damage to the Vehicle, subject to clause 23.

22.6 When the rented vehicle is a Rental Car and Liability Reduction 2 has been purchased the Customer will not have to pay a Liability for any damage to the Vehicle, subject to clause 23.

22.7 The Vehicle Security Deposit applies in respect of each claim, not rental.

22.8 The Liability 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 Vehicle Security Deposit will be refunded only if **maui** is successful in recovering the cost of the damages from the Third Party. Please note that Third Party claims can take many months to resolve.

22.9 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.

MAUI STRONGLY RECOMMENDS THAT OUR CUSTOMERS TAKE THE LIABILITY REDUCTION OPTION 2 FOR MOTORHOMES OR THE LIABILITY REDUCTION OPTION FOR CARS 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 the Liability Option that may have been taken. Damage as identified below is specifically excluded from any Liability Option limitation of liability and the customer remains fully liable for all costs incurred.

- for any damage due to Vehicle use in contravention of clause 16 'Use of Vehicle';
- 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;
- for any loss or damage to personal belongings: **maui** recommends the Customer does not leave valuables in the vehicle and that they take out personal travel insurance;
- if the Customer is deemed by local authorities to have been careless, negligent or wilful in failing to abide by the local road rules, resulting in damage to the hired Vehicle or Third Party vehicle/property;
- the cost to retrieve or recover a vehicle, which has become bogged, submerged, caught, trapped, stuck or restricted in anyway and/or has been abandoned;
- the cost to replace keys, which have become lost, stolen, or retrieval of keys, which have been locked in the Vehicle;
- overhead and underbody damage to the Vehicle - except where Liability Reduction 2 has been purchased (does not cover single Vehicle rollover);
- 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;
- any damage caused to the Vehicle due to the use of snow chains;
- for damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in vehicle manual; and
- 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.

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 Vehicle Security Deposit any amounts due by them to **maui** arising out of the Agreement. The Vehicle Security Deposit amount is determined by the Liability Reduction Option selected. Only the customer's credit card is suitable for supplying a Vehicle Security Deposit.

24.2 If the Customer does not take Liability Reduction Options, the Vehicle Security Deposit is NZ\$7,500 for Motorhomes and NZ\$1,800 for Rental Cars, payable by credit card only. The amount will be debited (Motorhomes only) to the Customer's account immediately. Where the rented Vehicle is a Rental Car the amount is taken as an imprint to the Customers credit card.

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

24.4 If Liability Reduction Option 2 has been taken (Motorhomes and cars), the Vehicle Security Deposit is NZ\$220, payable by credit card. An imprint of the Customers credit card will be taken for NZ\$220.

24.5 The Vehicle 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 a NZ\$220 soiling fee if the Vehicle is not returned in a clean condition, and (when the vehicle is a 4WD) free of mud. This includes smoking related cleaning, as smoking is not permitted in the vehicle. The toilet and wastewater tank (if applicable) must be emptied prior to the return of the Vehicle, or an additional NZ\$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:

- Obtain the names and addresses of Third Parties and any Witnesses.
- Report the accident to police, regardless of estimated damage costs.
- Not accept blame or insist the other party is at fault.
- If possible, photograph damage to all vehicle(s) and registration number(s).
- Phone the nearest **maui** Branch with the accident's details within 24 hours.

b) At the Branch

- The Customer must produce their Driver's Licence and hand over the police report (if applicable) and any supporting photographs.
- The Customer is required to pay the Liability (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.
- maui** reserves the right to charge the daily rental rate for the period the vehicle is off fleet for accident repairs.
- The **maui** Customer Service Representative will ensure the Motor Vehicle Accident Report is completed clearly and accurately signed by the Customer.

c) Exchange Vehicle

- The availability of an Exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration. Additional charges may be incurred (see below).
- 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.
- 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.
- The Customer will pay for any costs relating to delivery of a change over vehicle because of any single Vehicle accident. This charge applies irrespective of any Liability Reduction taken.
- A new Vehicle Security Deposit will be required for the exchange Vehicle.

d) Time Frame for Settlement of Customer Liability Claims

- maui** shall use best endeavours to ensure that any money due back to the Customer 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.

- maui** agrees to refund any Vehicle Security Deposit refunds applicable within 60 days of receiving final resolution and payment relating to Third Party claims.
- For information regarding outstanding claims or Vehicle Security Deposit refunds please contact the Claims Department on +64 9 255 0620 during office hours.
- 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 Vehicle Security Deposit is required and this amount is determined by the Liability Reduction Option.

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 Customers 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**.

27) FREEDOM CAMPING AND TOLL AND TRAFFIC OFFENCES

27.1 The Customer is liable for an offence committed during the Rental Period involving the use of the Vehicle where the offence was:

- a speeding offence, an offence in respect of failure to comply with the directions given by a traffic signal, or a toll offence where such offences were detected by approved vehicle surveillance equipment;
- an offence for parking in any portion of a road in breach of any bylaw of a road controlling authority or Part 6 of the Land Transport (Road User) Rule 2004; or
- an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the vehicle.

27.2 The Customer agrees to pay any infringement fee and costs that may become payable because of an infringement notice served on **maui** for any of the offences set out in clause 27.1 (a)-(c), including an administration fee of up to NZ\$60 for associated administration costs. This administration fee will be applicable per offence.

27.3 Subject to **maui** complying with clause 27.4 and 27.5, the Customer authorises **maui** to debit the Customer's credit card for any infringement fees and costs, including any administration fee under clause 27.2.

27.4 If **maui** receives:

- an infringement notice, **maui** will send the Customer a copy of the infringement notice and this agreement, together with a notification that if **maui** receives a reminder notice in respect of the infringement notice,