

## MAUI NEW ZEALAND CAR RENTAL RATES & CONDITIONS 01 April 2016 - 31 March 2017

- All vehicle rates quoted in this document are GROSS, inclusive of Goods and Services Tax (GST) and are in New Zealand dollars.
- Rental basis is per 24 hours.
- Daily vehicle rates include:
  - Unlimited kilometres
  - Vehicle liability (liability of \$575 applies)
  - Additional driver fees
  - Young Driver Surcharge
  - Premium Location Surcharge (vehicle only, where applicable)
- All rates and conditions are subject to change as required and without prior notification.

### FEES

One-way Rental Fees	Rentals of five days or more will not be subject to the one-way fee. One-way rentals are available within the island that the vehicle is collected. Vehicles are not permitted to travel from one island to another. A One-way fee will apply on certain routes. Please refer to the one way matrix for full details on applicable fees and conditions.
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### ADDITIONAL PRODUCTS

Baby / Booster seat	\$14.95 per day (maximum charge of \$74.75)
Navigational System	\$12.59 per day (maximum charge 10 days)
Snow Chains	\$14.38 per day (maximum charge \$115.04)
Ski Racks	\$14.38 per day (maximum charge \$115.04) (not available for the Intermediate Van)

These items must be pre-arranged at the time of booking and are payable on pick up.

### VEHICLE LIABILITY#

New Zealand legislation provides limited coverage for personal injury. Maui strongly recommends that all people travelling in New Zealand 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 \$575 ("the liability") of the cost of damage to Third Party property or to the rented vehicle, including single vehicle accident (does not include Single Vehicle Rollover), 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 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 liability 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 liability applies in respect of each claim, not rental.

Please see the 'Exclusions' section below, whereby all liability cover will be made void.

### Snow Liability Cover

#### Cost per day

All vehicles \$8.05

Snow Coverage is compulsory for vehicles travelling above the snow line. If a customer travels to the snow field without purchasing the Snow Coverage they will be liable for all costs associated with any accident or incident. Any customer who buys snow cover can take any Maui Rental car to a ski field and can use the unsealed access road if necessary to get to that ski field. No other driving on unsealed road(s) is permissible.

### Vehicle Security Deposit

Upon vehicle collection, a vehicle security deposit is required. 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. Any type of pre-paid travel card is not acceptable as a means to provide a vehicle security deposit. Visa and MasterCard debit cards are acceptable provided the card is being used as a credit card.

The vehicle security deposit is \$200 and is payable by credit card only. The \$200 deposit is recorded against the credit card as a credit card authorisation.

The vehicle security deposit is not debited provided the vehicle is returned on time, to the correct location, undamaged, with a clean interior and with a full fuel tank. Failure to return the vehicle with a full tank of fuel will result in refill charges, which will be advised upon return of the vehicle.

Maui reserves the right to retain a \$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.

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

#### Exclusions

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

- Overhead and underbody damage to the vehicle.
- Damage or third party loss caused by the use of the vehicle in any area prohibited by the rental contract.
- Any water related damage which includes, but is not limited to:
  - any vehicle submersion

- creek or river crossing
  - driving through flooded areas
  - beach driving
- Personal belongings owned by the hirer or any passengers. Maui recommend the hirer does not leave valuables in the vehicle and that they have travel insurance to cover for the loss/damage of personal belongings.
  - Loss or damage to the hirer's property, the property of a member of the hirer's immediate family or of an entity related to the hirer, that arises from the use of the vehicle.
  - Any damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the vehicle).
  - The cost to retrieve or recover 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.
  - The incorrect use of fuel (fuel being diesel or petrol) or contaminated fuel. The hirer will be responsible for any associated cost.
  - Damage caused to the vehicle by snow chains.
  - Any damage caused while driving under the influence of alcohol or drugs.
  - All towing charges are in addition to the liability where exclusions are breached.
  - 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.
  - 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 while the vehicle is above the snow line (unless Snow Liability Cover is purchased).
  - The full cost of replacing or repairing any accessories supplied by Maui including, but not limited to child restraints, GPS units, lost keys, keyless start and remote control devices.
  - Any damage or third party loss caused or contributed to by the hirer where the hirer leaves the scene of the accident prior to the attendance of the police or reporting the accident to the police.
  - Any damage caused as a result of a serious breach of the rental contract.

### Rental Duration

- Rental days are calculated on a 24 hour basis
- Minimum rental period is one day for same island rentals. Minimum rental period is six days for North to South Island rentals (and vice versa) with minimum rental length of three days in each island. Please note that for North to South Island rentals (and vice versa) the vehicle cannot be taken on the ferry. Please refer to one way section within this document for full details on applicable fees and conditions.
- Vehicles are required to be collected and returned within business hours
- Minimum rental period is subject to change during peak periods

- Minimum one-way rental period requirements are subject to change
- When a rental moves from one rate season into the next, the calculation is based on both rates
- If a customer wishes to extend the rental whilst on hire, they must first obtain authorisation from Reservations or any of the Maui 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 \$150 in addition to the daily rate.
- 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 30 minutes before the hirer is liable for late return charges.
- Late return fees are applicable: 30 minutes late, one full day rate will apply

#### Road Restrictions

Cars can only be driven on sealed roads. No vehicle shall be driven on the following roads:

- Skippers Road (Queenstown)
- Ninety Mile Beach (Northland)
- Ball Hut Road (Mt. Cook)

All roads north of Colville (Coromandel Peninsula), the Tapu to Coroglen road (all parts east of Rapaura Gardens), the 309 road from Coromandel to Kairnarama and the Blackjack Road from Kuatuna to Opito.

On the following Highways in the South Island between the hours of 2000 and 0600 hours (local time) from 1 June to 31 October:

- State Highway 6 between Twizel and Queenstown
- The Milford road between Te Anau and Milford Sound
- The West Coast road between Franz Josef and Wanaka
- Arthur's Pass

Maui reserves the right at its sole discretion to restrict vehicle movements in certain areas due to adverse road or weather conditions.

#### Roadside Assistance

Free roadside assistance is provided for inherent mechanical faults in the vehicle but fees and charges apply for all other faults or driver induced errors. Generally these fees and charges range from \$45 plus GST to \$600 plus GST and apply to faults and driver induced errors such as:

1. A flat battery;
2. Lost keys, a keyless start or remote control device;
3. Unlocking the vehicle when the key, keyless start or remote control device have been locked in it; or
4. Changing a wheel as the result of a flat tyre

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.

#### Licence and Age Restrictions

Drivers must hold a full licence. Probationary or restricted licences are not acceptable nor are photocopies. International arrivals are recommended to have arranged an International Drivers Licence before travel and provide it with their current country licence. A licence from the originating country will be accepted providing it is in English and clearly demonstrates the expiry date, drivers address and permit conditions. Licences that are not in English will not be accepted without an International Drivers Licence. For identification purposes, we also require drivers to provide their credit card details. Photocopies of credit cards are not acceptable as identification.

Drivers must be a minimum of 21 years of age to be eligible to rent an Economy (ECMR), Compact (CDAR), Intermediate (IDAR and IFAR), Standard (SDAR), Standard AWD (SFAR) and Full Size (FDAR) or a minimum of 25 years of age to be eligible to rent a Full Size Wagon (FWAR), Full Size 4WD (FFAR), Premium 4WD (PFAR), Premium 8 Seater (PVAR) and Intermediate Van (XVAR).

#### 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.

#### Voluntary Downgrade

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

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

#### Cancellation Policy

No cancellation fees will apply to vehicles cancelled using this package.

#### Toll and Traffic Notices and Administration Fees

Maui reserves the right to charge the hirer for any speeding, toll way or parking fines. In addition to these costs, Maui reserve the right to charge for associated administration costs for processing the fines.

#### Claims Administration Fee

Maui reserves the right to charge the hirer an administration fee for handling a claim and for making arrangements for repairs, towing and other administrative tasks associated with damage to the vehicle or third party loss. The fee ranges from \$50 for a single vehicle accident to \$200 where there is also a third party loss.

#### Credit Card Payments

All customers must present a valid credit card upon vehicle collection. The credit card holder will be jointly and severally liable as a customer. Accepted credit cards are Visa, MasterCard and American Express. A non-refundable 2.2% administration fee will apply to all credit card transactions.

#### Exchange Rate / Currency Variations

All credit card transactions are conducted in New Zealand 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.

#### Cash, Cheques and Eftpos Cards

Cash, personal and company cheques and EFTPOS cards will not be accepted as payment for rentals at the time of pick-up. Customers may wish to pay for additional charges at the end of the rental with cash.

#### Calculation 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.

#### 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.