

maui

rental agreement

terms and conditions

New Zealand Motorhomes | Effective 01 April 2023 - 31 March 2024

Issued 11 April 2022

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 Vehicle rentals acquired by Customers in trade.

1) RATES AND CONDITIONS

Rates and Conditions quoted in our 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 **maui** has confirmed your booking. Any booking amendments will result in the rate booked being re-calculated at the rate applicable on the date of amendment. Please note all prices are quoted and payable in New Zealand dollars.

2) DEFINITIONS

'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 or debit card is presented for payment of the Customer's charges or the credit card authority. Refer to clauses 22, 24 and 31 for information about the Liability requirements and credit or debit card payments.

'**maui**' means Tourism Holdings Ltd.

'Damage' means any and all damage as described in clause 22.4.

'Liability Reduction Option' means the Liability Reduction Option described in clause 22.

'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.

The '**maui** Inclusive Pack' means the product that includes the Liability Reduction Option and cover for the cost of damage resulting from a single Vehicle rollover as described in clause 16.1(a).

'Vehicle' means the Vehicle hired by the Customer and includes tyres, tools, accessories, camping utensils, 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

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 periods are subject to change, and any such change will be notified to you prior to booking confirmation.

3.3 **maui** may apply a minimum rental charge equivalent to the number of hire days in the minimum rental period multiplied by the applicable daily rental rate/s. If a Customer wishes to hire a Vehicle for less than the rental period, and **maui** agrees, a fee equivalent to the difference between the rate for the Rental Period and the minimum rental charge will apply.

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

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 and 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 **maui** reserves the right to charge the Customer a NZ\$299 cleaning fee if the Vehicle is not returned in clean condition. This includes smoking related cleaning, as smoking is not permitted in the Vehicle.

4.4 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 charged.

5) BRANCH HOURS OF OPERATION

5.1 All Vehicles must be collected from, and returned to, a **maui** Motorhome branch. **maui** Branch opening dates and hours can be obtained from a Booking Host (freecall 0800 651 080) and are available on the **maui** website. Customers must allow adequate time to complete the required paperwork when collecting or returning the Vehicle.

5.2 NZ\$115 surcharge will apply to all rentals picked up and/or dropped off on observed public holiday dates at the pick-up and drop-off location.

6) CHANGE OF DROP-OFF DESTINATION

6.1 If the Customer wishes to change the drop-off destination, they must first obtain authorisation from **maui** (freecall 0800 651 080). Subject to the change being approved, an additional charge of up to NZ\$750 may apply, which will be notified to you at time of approval and is required to be paid immediately via credit or debit card. The fee may apply in all cases irrespective of the reason for location change.

6.2 Notwithstanding clause 6.1 above, if the Customer is unable to return the Vehicle to the agreed drop-off destination because of circumstances beyond the Customer's control, they must first contact **maui** to agree on a new drop-off destination for the Vehicle. The following are examples of circumstances that may be beyond the Customer's control: a weather event, natural disaster (including earthquake, tsunami, volcanic eruption or wild fire), public health event (including epidemic / pandemic), strike, terrorist act, governmental, regional or local authority restrictions, change in law. **maui** may charge a fee to cover any reasonable costs it incurs as a consequence of the agreed change in drop-off destination. This fee will be notified to you at time of agreement and is required to be paid immediately via credit or debit card.

7) LATE DROP-OFFS

7.1 If the Customer wishes to drop-off the Vehicle after business hours, they must first get approval from **maui** (freecall 0800 651 080). Failure to obtain authorisation for a drop off outside business hours will result in an additional daily fee of NZ\$150 in addition to the daily rate being charged.

7.2 If the late drop-off is approved, a fee of NZ\$150 is applicable and the Customer will be required to pay an extra day's charge for the Liability Reduction Option or the **maui** Inclusive Pack (if applicable) as they will be held responsible for the Vehicle up until the time that it is checked in by a **maui** staff member the following day.

7.3 No late drop off fees will be charged if the late drop off is the result of a mechanical failure of the Vehicle (provided that the failure has been reported to **maui**'s on-road assistance support).

8) LATE PICK-UPS

If, due to unforeseen circumstances, the Customer wishes to collect their Vehicle after business hours, they must first get

approval from **maui** (freecall 0800 651 080). If the late pick-up is approved, a fee of NZ\$150 is applicable.

9) RENTAL EXTENSION

9.1 If the Customer wishes to extend the rental whilst on hire, they must first obtain authorisation from **maui** (freecall 0800 651 080). This is subject to availability. The extra cost of an extended rental must be paid by credit or debit card on confirmation of the rental extension.

9.2 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 (plus Liability Reduction Option or the **maui** Inclusive Pack charges) 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.

10) QUEENSTOWN

An additional location fee of NZ\$200 applies to all motorhomes picked up or dropped off in Queenstown (though if the pick up and drop off both occur in Queenstown, only one location fee will apply). This is in addition to the one-way fee if applicable.

11) ONE-WAY RENTALS

11.1 Subject to availability, one-way rentals are available between **thl** branches in Auckland, Christchurch and Queenstown.

11.2 The fees applicable to one-way rentals are as follows:

- (a) Where pick up originates from Auckland and returns to Christchurch or Queenstown and pick up is between:
 - 1. 1 April and 30 September – a one-way fee of NZ\$170 applies;
 - 2. 1 October and 31 March – a one-way fee of NZ\$280 applies.
- (b) Where pick up originates from Christchurch or Queenstown and returns to Auckland and pick up is between:
 - 1. 1 April and 30 September – no fee applies;
 - 2. 1 October and 31 March – a one-way fee of NZ\$170 applies.
- (c) Where pick up originates from Christchurch and returns to Queenstown and pick up is between:
 - 1. 1 April and 31 March – a one-way fee of NZ\$170 applies;
- (d) Where pick up originates from Queenstown and returns to Christchurch and pick up is between:
 - 1. 1 April and 30 September – no fee applies;
 - 2. 1 October and 31 March – a one-way fee of NZ\$85 applies.

12) MULTIPLE RENTALS

Should a Customer have more than one rental, the bookings can be combined to qualify for longer-term hire discounts off the daily Vehicle rates. Consecutive motorhome hire in South Africa for **maui** and Britz; and in Australia and New Zealand for **maui**, Britz and Mighty can be combined to qualify if travel is within a 3-month period.

13) EXTRA DRIVER FEE

An extra driver fee applies for each additional driver's licence added to the rental agreement except where the **maui** Inclusive Pack has been purchased.

14) LICENCE

A current and full (non-probationary) 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 an accredited English translation. The translation must be provided by a NZ Transport Agency, authorised translation service or a diplomatic representative at a high commission, embassy or consulate, or the authority that issued your overseas licence. An International Driving Permit may be acceptable as a translation if in English.

15) AGE RESTRICTIONS

Drivers must be 21 years of age or over.

16) USE OF THE VEHICLE

16.1 The Customer agrees that, during the Rental Period, the Customer will observe all applicable road rules and other legal requirements in relation to driving in New Zealand and 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. 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 in circumstances within the control of the Customer. Customers who have purchased the **maui** Inclusive Pack will have the cost of damage resulting from an accidental single Vehicle rollover covered, provided that the Customer has not otherwise breached this agreement in relation to the rollover;
- 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;
- submerged in water, brought into contact with salt water, used in a creek or river crossing, driven on a beach or through flooded areas;
- 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 Use of **maui** products and services

The Customer is responsible for the activity and use of all goods and services purchased from **maui**.

The Customer and any user that the Customer permits to use a **maui** product or service, is solely responsible for observing safe driving, operating, and other practices so as to avoid accidents or injury to persons or property. It is the Customer's responsibility to use all **maui** products and services (including the use and reliance of any data provided through an associated device ("Data")) in a careful, sensible, responsible and safety-conscious manner. You must not use or knowingly permit others to use the products or services for any fraudulent, malicious, inappropriate or illegal purposes, or in a manner that may threaten or cause harm to any other person, **maui**, or otherwise disrupt the proper operation of the product, service, or network.

Use of Data or any feature provided through a **maui** product or service is at the Customer's own risk and is intended as a reference tool only. The use and interpretation of the Data is your responsibility and you acknowledge and agree that the Data may not be suitable or verified by anyone, and may contain inaccurate or incomplete information due to the passage of time, changing circumstances, sources used, and the nature of collecting geographic data, any of which may lead to incorrect or unreliable results.

16.3 Driving campervans on certain roads in New Zealand can be both difficult and dangerous. Accordingly, to protect customers' safety, **maui** limits the roads our customers can travel on. Road restrictions apply as follows:

- maui** Vehicles may only be driven on sealed/bitumen or well-maintained roads. The only exception to this is reasonable use of access roads limited to a maximum of twelve kilometres in length to recognised campgrounds and major tourist attractions.
- Vehicles are not permitted to be driven on Skippers Road (Queenstown), the Crown Range Road (Queenstown), Ball Hut Road (Mt. Cook), Ninety Mile Beach (Northland), North of Colville Township (Coromandel Peninsula) and all ski field access roads (from 01 June to 31 October).

The Customer is responsible for all damage if travelling on these roads.

16.4 Breach of Road Restriction Rules

The Customer acknowledges and agrees to pay to **maui** a fee of NZ\$300 on each occasion that it is identified by **maui** that a Customer has taken a Vehicle on a Restricted Road.

16.5 We value your well-being, and for safety purposes, **maui** reserves the right, acting reasonably, to restrict Vehicle movements in certain areas due to:

- adverse road or weather conditions;
- the distance to nominated destinations in relation to the length of the hire period; and
- any concerns **maui**, its employees or agents may have regarding driver experience or ability.

maui will advise you on pick up of any travel restrictions known at that time. We strongly recommend that you check for current road restrictions and closures during your rental by visiting the New Zealand Transport Agency's website at www.nzta.govt.nz.

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

16.7 The Customer will not allow any animals to be carried in the Vehicle, excluding registered guide dogs. **maui** reserves the right to charge the Customer a NZ\$299 cleaning fee for any animal related cleaning.

16.8 The Customer shall take all reasonable steps to properly maintain the Vehicle and will contact **maui** immediately should any and all Vehicle warning lights indicate any malfunction, or potential malfunction.

17) MAINTENANCE AND REPAIRS

17.1 **maui** will reimburse the Customer for expenditure up to NZ\$100 reasonably incurred in rectifying any mechanical or equipment failure of the Vehicle. For repairs costing over NZ\$100, **maui** will need to be informed and confirm the repair in advance. Repairs will be approved and reimbursement for expenditure will be made (where applicable) 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 Unless the Customer has taken the Liability Reduction Option or the **maui** Inclusive Pack, the Customer will pay for the cost of repairing or replacing tyres damaged during the Rental Period except if the tyre is defective, and inspected and confirmed by a **maui** authorised service centre.

18) ON-ROAD ASSISTANCE

18.1 **maui** provides 24 hour on-road assistance support. Please contact **maui** on free call: **0800 788 558**

18.2 Any problems associated with the Vehicle, including equipment failure, must be reported to **maui** within 24 hours of the Customer becoming aware of the problem (or as soon as the Customer has access to cellular, telephone or internet coverage to report the problem to **maui**) in order to give **maui** the opportunity to rectify the problem during the rental. A failure to do so may impact any claims for compensation. Nothing in this clause is intended to affect the Customer's rights, or limit or exclude **maui's** liability, under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

18.3 The on-road assistance will cover, free of charge, any technical malfunction of the Vehicle arising from a manufacturing or material fault that directly renders the part concerned unfit for operation during the Rental Period and for which a claim is not excluded in accordance with clause 18.4 below.

18.4 Claims will be excluded, and the Customer will be charged for any on-road assistance, where the malfunction was caused by the Customer's actions or omissions, or where the fault is not covered by the Vehicle manufacturer's guarantee. This will include any on-road assistance for the following:

- The Vehicle running out of fuel.
- The 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 to operate.
- A breakdown caused by willful neglect.

The charges will comprise, but are not limited to, a call-out fee and the cost of repair (including any replacement parts, if applicable) and must be paid directly by the Customer to the applicable service provider.

19) VEHICLE AVAILABILITY

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

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.

19.3 Should the Customer decide to voluntarily downgrade their Vehicle category from 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's statutory, no-fault Accident Compensation scheme covers everyone in New Zealand injured in an accident. Accordingly, **maui** does not accept any liability for personal injuries sustained during the rental. Except where such loss or damage is caused by **maui's** (or that of its employees or agents) own negligence or breach of this Agreement, **maui** does not

accept liability for any loss or damage to any personal belongings or property of the Customer (or any person or entity related to the Customer). **maui** strongly recommends that the Customer takes out personal travel insurance to cover any injury or loss.

22) VEHICLE DAMAGE - LIABILITY AND LIABILITY REDUCTION OPTION

22.1 The Customer understands that unless they have purchased the Liability Reduction Option or the **maui** Inclusive Pack, they must pay for the first NZ\$7,500 worth of Damage per claim where they are at fault (or the total cost of Damage, if clause 22.3 applies).

22.2 Where the Customer has purchased the Liability Reduction Option or the **maui** Inclusive Pack, their liability for Damage will be zero, unless clause 22.3 applies.

22.3 The Customer will be responsible for the total cost of any Damage, and the Liability Reduction Option and the **maui** Inclusive Pack (if taken) will be void, if:

- The Customer breaches any of the terms of this Agreement, and that breach is the cause of or contributes to the relevant Damage; or
- the Damage is covered by any of the exclusions set out in clause 23.

22.4 Damage includes any and all damage to third party property, and any and all damage to the rented Vehicle including windscreens, tyres, towing and recovery costs, theft, fire, break in or vandalism. The costs of any damage will include the cost of repairing the damage, and, where the damage is the Customer's fault, the cost of the daily rental rate for the period the Vehicle is being repaired. A processing fee of NZ\$60 and associated damage assessment fees is applicable per claim.

22.5 Any amounts payable under this clause 22 must be paid:

- at the time the Vehicle is returned to a **maui** branch; or
- by the due date set out in an invoice issued by **maui**.

22.6 If the Customer has a complaint in relation to any charges made by **maui** under this clause 22, the Customer is invited to contact **maui** by freecalling 0800 651 080 or by sending an email to customercare@thlonline.com. **maui** takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

MAUI STRONGLY RECOMMENDS THAT OUR CUSTOMERS TAKE THE MAUI INCLUSIVE PACK.

23) EXCLUSIONS

The Customer acknowledges that the Liability Reduction Option or the **maui** Inclusive Pack will not apply, and that they are responsible for all costs arising out of, or incurred in connection with:

- any Damage caused by wilful misconduct (e.g. sitting or standing on the bonnet or roof of the Vehicle), or driving under the influence of alcohol or drugs, or negligence;
- any Damage where the Customer is charged by local authorities for being careless, showing gross negligence or wilfulness in failing to abide by the local road rules;
- retrieving or recovering a Vehicle, which may include, but is not limited to a Vehicle that has become bogged, submerged, caught, trapped, stuck or restricted in any way and/or has been abandoned, in each case in circumstances within the control of the Customer;
- replacing keys, which have been lost, damaged or stolen, or retrieving keys which have been locked in the Vehicle;
- any overhead or underbody damage to the Vehicle however caused, except where the Liability Reduction Option or the **maui** Inclusive Pack is taken.
- any single Vehicle rollover except where the **maui** Inclusive Pack has been purchased;
- Damage caused to the Vehicle because total load (kg) has exceeded recommended load as stated in the Vehicle manual;
- Damage caused by 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 learner or probationary licence;
- any Damage caused to the Vehicle due to the incorrect use of snow chains; and
- any Damage associated with the incorrect use of fuel (fuel being diesel or petrol), which includes Biofuel which should not be used, or water or other contamination of fuel.

24) CREDIT CARD AUTHORITY

24.1 **maui** shall be entitled to retain the details of the credit or debit card provided by the Customer in connection with a booking ("**Credit Card**") in accordance with the **maui** Privacy Policy and to take any action to recover from the Credit Card the amounts due by the Customer pursuant to this Agreement.

24.2 The Customer expressly and irrevocably authorises **maui** to charge to the Credit Card all amounts payable under this Agreement. By way of summary these charges include, but are not limited to, any costs or fines arising under clause 4 (Delivery and return of the Vehicle), clause 7 (Late drop-offs), clause 8 (Late pick-ups), clause 9 (Rental extension), clause 16 (Use of the Vehicle), clause 18 (On-road assistance), clause 27 (Freedom

camping and toll and traffic offences) and clause 33 (Terminating the agreement and repossessing the Vehicle). **maui** will provide the Customer with an itemised bill of the monies to be deducted by **maui** from the Credit Card prior to making such deductions.

24.3 The Customer is invited to contact **maui** directly if the Customer believes that a fee has been charged to their Credit Card in error. **maui** will endeavor to resolve any such issue with the Customer as soon as possible.

24.4 If the Customer has a complaint in relation to any monies charged by **maui** to the Credit Card under clause 24, the Customer is invited to contact **maui** by freecalling 0800 651 080 or by sending an email to customercare@thlonline.com. **maui** takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

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:

1. Obtain the names and addresses of Third Parties and any witnesses.
2. Report the accident to police, regardless of estimated damage costs.
3. Not accept blame or insist the other party is at fault.
4. If possible, photograph damage to all vehicle(s) and registration number(s).
5. Phone **maui** (freecall 0800 651 080) with the accident's details within 24 hours.

(b) At the Branch

1. The Customer must produce their driver's licence and hand over the police report (if applicable) and any supporting photographs.
2. The Customer is required to pay the cost of any Damage to the Vehicle (if applicable, in accordance with clause 22) and any other amount due by them in respect of any damage arising from an accident, loss or damage:
 - (a) at the time the Vehicle is returned to a **maui** branch; or
 - (b) by the due date set out in an invoice issued by **maui**.
3. If the Customer is at fault, the Customer will pay **maui** the daily rental rate for the period the Vehicle is off fleet for accident repairs.
4. The **maui** Local Host will ensure the Motor Vehicle Accident Report is completed clearly and accurately, and signed by the Customer.

(c) Exchange Vehicle

1. The availability of an exchange Vehicle is not guaranteed; provision is subject to availability, Customer location, accident liability and remaining hire duration (provided that **maui** will act reasonably when exercising its discretion to provide an exchange Vehicle in such circumstances). Additional charges may be incurred (see below).
2. 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.
3. **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.
4. The Customer will pay for any costs relating to delivery of an exchange Vehicle because of any single Vehicle accident. This charge applies irrespective of whether the Liability Reduction Option or the **maui** Inclusive Pack are taken.
5. If an exchange Vehicle is provided, the Liability Reduction Option or the **maui** Inclusive Pack purchased at the commencement of the Rental Period may, at **maui's** discretion (including where it considers the exchange Vehicle is at risk of damage) be terminated with effect from the date of provision of the exchange Vehicle (and the Customer will not be charged the additional per day charge in respect of the Liability Reduction Option from that date).
6. If **maui** exercises its right to terminate the Liability Reduction Option, or if the Customer did not purchase the Liability Reduction Option at the commencement of the Rental Period for the first Vehicle, the Customer will be responsible for the cost of any Damage up to the first NZ\$7,500 for the exchange Vehicle.

(d) Time Frame for Settlement of Customer Liability Claims

1. **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.
2. For information regarding outstanding claims please send an email to the Claims Department at claimsnz@thlonline.com.
3. 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 rollover, water submersion or any other means without permission from **maui**.

26) CUSTOMER'S RIGHTS UNDER THE CONSUMER LAWS

26.1 Customers who are 'consumers' for the purposes of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 (the Consumer Law) have the benefit of various rights and remedies which cannot be excluded by law. These include (without limitation) guarantees that the Vehicle and services we provide will be:

- (a) of acceptable quality; and
- (b) fit for purpose.

Nothing in this Agreement is intended to affect the Customer's rights under the Consumer Laws. We encourage Customers to familiarise themselves with their rights in more detail by going to www.consumerprotection.govt.nz.

26.2 Subject to clause 26.3, each party will be liable to and indemnify the other for any loss or damage due to its negligence, misrepresentation, fraud and wilful act or omission (in the case of **maui**, including by its employees and agents).

26.3 Neither party will have any liability to the other under this Agreement for any indirect or consequential losses, including loss of profits, business, income or savings (except for any remedies the Customer may have under the Consumer Laws (as referred to in clause 26.1)).

26.4 If the Customer acquires, or holds itself out as acquiring, the Vehicle rental in trade, the parties agree that it is fair and reasonable that the Consumer Guarantees Act 1993 will not apply.

26.5 The Customer acknowledges that Data or other features may be provided by third parties and neither **maui** nor any third party provider makes any warranties with regard to the Data or other features and expressly disclaims any implied warranties of merchantability, completeness, accuracy and fitness for a particular purpose. Neither **maui** nor any third party provider will have any liability to you, whether in contract, tort (including negligence) or otherwise, in connection with the Data and the use of the Data (including any loss, damage or misadventure arising from any act or omission of any person in reliance on the Data).

The Customer acknowledges that it is an essential condition of these terms that you accept and use the products, services and Data subject to all limitations of liability contained in these terms. The Customer acknowledges that **maui** does not investigate or endorse any third party websites or operators that may be accessible through use of our devices, or other products or services. We make no representation or warranty that any information you receive through a third party website is true, accurate, reliable, or authentic. We are not responsible to you for any use, access or reliance on any such third party websites.

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) 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;
- (b) 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
- (c) an offence under section 20(1) of the Freedom Camping Act 2001 involving the use of the Vehicle.

27.2 Notwithstanding the Customer's liability for any offence set out in clause 27.1, if the Customer is in breach of clause 16.1 and exceeds the lower of:

- (i) the posted speed limit; or
- (ii) the maximum speed which the Vehicle is permitted to travel by law,

by more than 5km/h for a continuous duration of longer than 10 minutes, as determined by and notified to the Customer through the Telematics System, and the Customer receives 3 or more such notifications, the Customer acknowledges and agrees that **maui** may impose a NZ\$300 fee on the Customer to cover the administrative costs involved in monitoring excessive speed and the cost of wear and Damage to the Vehicle as a result of excessive speed.

27.3 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.

27.4 Subject to **maui** complying with clause 27.5, the Customer authorises **maui** to debit the Credit Card for any infringement fees and costs, including any administration fee under clause 27.3.

27.5 All notifications 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

The New Zealand government imposes a road user charge on users of diesel vehicles. The Customer must therefore pay a road user charge recovery fee on return of the Vehicle to **maui**. The road user charge recovery fee payable by the Customer will be calculated on return of the Vehicle based on the kilometres travelled during the hire and the category of Vehicle booked by the Customer. The current road user charge recovery fee can be obtained from the Local Host upon Vehicle collection and is available on the **maui** website.

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

30) PAYMENT OF CHARGES

30.1 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 more than one person, each person is liable, jointly and severally for all obligations of the Customer pursuant to this Agreement.

30.2 Where the Customer has not made a booking directly through **maui**, **maui** reserves the right to refuse any rental in the event **maui** has not received payment for rental charges and expenses that are due and payable by the Customer under this Agreement at the time of pick up.

31) CREDIT AND DEBIT CARD PAYMENT

31.1 Where a credit or debit card is presented as payment, the credit or debit card holder will be jointly and severally liable as a Customer.

31.2 The following credit or debit cards will be accepted: Visa credit or Visa debit card, MasterCard credit or MasterCard debit card, and American Express credit card. A non-refundable 2.7% administration fee will apply to all Visa and MasterCard transactions. A non-refundable 5.2% administration fee will apply to American Express transactions. Credit card administration fees are subject to change.

31.3 **maui** may process credit or debit card charges pertaining to the rental after the Rental Period. Credit or debit cards must be valid for 90 days following the end date of the rental.

31.4 The Customer acknowledges that all transactions under this Agreement are conducted in New Zealand dollars. If a refund is due, **maui** will credit the amount due in full to the Customer's credit or debit card. **maui** does not accept any liability for credit or debit card fees or bank-imposed fees relating to currency conversion or foreign transactions, which may appear as a variation between the total debited and the total refunded.

32) PERSONAL CHEQUES, COMPANY CHEQUES AND BANK TRANSFERS

Personal cheques, company cheques and bank transfers will not be accepted as payment for rental charges at the time of pick up. These must be received by **maui** 28 days prior to commencement of rental.

33) TERMINATING THE AGREEMENT AND REPOSSESSING THE VEHICLE

33.1 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, 22.5 and 36;
- (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.

33.2 Subject to clause 33.3, 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.

33.3 If the Customer has a complaint in relation to the termination of this Agreement and or the repossession of the Vehicle by **maui** under clause 33, the Customer is invited to

contact **maui** by freecalling 0800 651 080 or by sending an email to customercare@thlonline.com

maui takes customer complaints seriously and is committed to dealing with all complaints in a fair, objective, unbiased and timely manner.

34) CANCELLATIONS

- If cancelled up to 61 days prior to pick up: No Fee
- If cancelled from 60 to 22 days prior to pick up: 10% of Gross Rental
- 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: No refund available.
- The Cancellation fee period is based on New Zealand Standard time.

34.1 In the case of postponing the travel dates of your booking and then subsequently cancelling, the original travel dates will be used to calculate the cancellation fees; and

34.2 In the case of bringing forward the travel dates of your booking and then subsequently cancelling, the new travel dates will be used to calculate the cancellation fees.

34.3 If **maui** is unable to provide services because of the circumstances beyond its control for a rental where cancellation fees would apply or for a rental which has already commenced, then **maui** will provide the Customer with a credit for the value of the non-refundable part of any unused hire charges and fees. **maui** may deduct a reasonable service fee from the credit amount to cover administration costs or vehicle recovery costs. Credits will be valid for 12 months from the date on which **maui**

advises that it cannot fulfil the rental as originally booked (or in certain circumstances as extension may be separately agree with **maui**).

34.4 The Customer and **maui** acknowledge and agree that, if **maui** is unable to provide services because of circumstances beyond its control, this will not constitute impossibility of performance or frustration of this Agreement and that in such circumstances, this clause 34.4 will apply instead of Subpart 4 of the Contract and Commercial Law Act 2017.

34.5 The following examples of circumstances that may be beyond **maui's** control for the purpose of this clause: a weather event, natural disaster (including earthquake, tsunami, volcanic eruption or wild fire), public health event (including epidemic / pandemic), strike, terrorist act, governmental, regional or local authority restrictions, change in law.

35) PROPER LAW

This Agreement is governed by the laws of New Zealand.

36) CUSTOMER WARRANTIES

The Customer warrants that all information supplied by them to **maui** in connection with this Agreement is true and accurate and the Customer will immediately notify **maui** of any change to the information.

37) TRADE CUSTOMERS

maui will have no liability to the Customer under sections 9, 12A, 13 or 14(1) of the Fair Trading Act 1986 if the Customer acquires the Vehicle rental in trade.

38) PRIVACY

maui will collect personal information as part of its rental process. Any information collected by **maui** will be handled in accordance with the **maui** Privacy Policy which you can view at www.thlonline.com/privacy.

Contact Details:

FREE PHONE
0800 651 080

Branches in:

Auckland 13 Manu Tapu Drive, Auckland Airport
Christchurch 159 Orchard Road, Christchurch Airport
Queenstown 50 Lucas Place, Frankton, Queenstown

maui