



## MAUI - EUROPCAR AUSTRALIA CAR RENTAL RATES & CONDITIONS - 01 April 2017 - 31 March 2018

- All vehicle rates quoted in this document are GROSS, include of Goods and Services Tax (GST), Administration Fee and Vehicle Registration Recovery Fee; and are in Australian dollars unless otherwise stated.
- Rental basis is per 24 hours.
- Daily vehicle rates include:
  - Unlimited kilometres (with the exception of the FFAR and XVAR)
  - Vehicle liability (a liability of \$550 or \$605 for the PVAR and XVAR or \$1,100 for the FFAR applies)
  - Additional driver fees
  - Premium Location Surcharge (vehicle only, where applicable)
  - 24 hour road service helpline and 4WD/AWD Cover (SFDR, FFAR) will be covered while travelling on certain unsealed roads (please refer to the Road Restrictions for further details).
- All rates and conditions are subject to change as required and without prior notification.

### FEES

Premium Location Surcharge	A Premium Location Surcharge applies to one-way fees, additional products and additional hire items such as baby/booster seats and Navigational System. Fees vary depending on the pick-up location and will be calculated and charged upon vehicle collection.
One-way Rental Fees*	A one-way fee will apply on certain routes. One-way fees are payable at pick up.
Additional Kilometre Charges	All vehicle categories have unlimited kilometres included in the daily vehicle rate, with the exception of the Full Size 4WD (FFAR) and Intermediate Van (XVAR) which have 200 kilometres included per rental day. Thereafter a charge of 28 cents per kilometre will apply for the Full Size 4WD (FFAR) and 36 cents per kilometre will apply for the Intermediate Van (XVAR).

\* A Premium Location Surcharge applies to one-way fees. Fees vary depending on the pick up location and will be calculated and charged upon vehicle collection.

### ADDITIONAL PRODUCTS\*

Baby / Booster seat	\$11 per day (maximum charge of \$77)
Navigational System	\$12.65 per day (maximum charge of \$126.50)

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

\* A Premium Location Surcharge applies to additional products. Fees vary depending on the pick up location and will be calculated and charged upon vehicle collection.

### VEHICLE LIABILITY

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

All vehicles are insured for any damage to the vehicle or to the property of a Third Party. The customer is responsible for the "liability" being the first **\$550** (**\$605** for the PVAR and XVAR, and **\$1,100** for the FFAR) of the cost of damage to Third Party property or to the rented vehicle, including towing and recovery costs, theft, fire, break-in or vandalism and tyre, headlight and windscreen damage. This also includes the cost of the daily rental for the period the vehicle is off fleet for accident repairs. The liability applies in respect of each claim, not rental.

The liability must be paid at the time the accident report is completed, or at the completion of the rental, whichever occurs first. The liability will be refunded to the hirer if the costs are successfully recovered. Please Note: for those in the USA, "liability" refer to the "deductible".

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

### Snow Liability Cover (June to October)\*

Only all-wheel drive (AWD) vehicles are permitted above the snow line. Snow cover must be purchased and is **\$27.50** (**\$40.50** for the Full Size 4WD) per day inclusive of GST. This cannot be pre-booked but can be added to the rental upon vehicle collection.

\* A Premium Location Surcharge applies to Snow Cover. Fees vary depending on the pick up location and will be calculated and charged upon vehicle collection.

### Vehicle Security Deposit

Upon vehicle collection a vehicle security deposit is payable. The security deposit is payable by credit card, or MasterCard or Visa debit card only. The credit card or MasterCard or Visa debit card holder must also hold a full and current drivers licence and must be present when the vehicle is collected and be able to supply both their drivers' licence and their credit or debit card. Additionally, if the security deposit is paid using a MasterCard or Visa debit card the card holder will require a second form of identification in addition to their driver's licence.

The vehicle security deposit is \$100 when paying by credit card, or \$400 when paying by MasterCard or Visa debit card. The vehicle security deposit is recorded against the credit or debit card, or as a credit or debit card authorisation. The vehicle security deposit is fully refundable provided the vehicle is returned on time, to the nominated location, undamaged, with a clean interior and with full fuel tank.

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

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

### Exclusions

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

- Vehicles used by you or by any authorised driver (unless authorised by us in writing) on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) with the exception of certain roads for the Standard AWD or Full Size 4WD vehicles when AWD/4WD Cover has been purchased (please refer to the Road Restrictions for further details). No vehicle may be used in off-road conditions. Off-road conditions include, but are not limited to: fire trails, beaches, sand, tracks, fields or paddocks.
- 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 recommends the hirer does not leave valuables in the vehicle and that they have insurance to cover for the loss/damage of personal belongings.
- Loss or damage to the hirers property, the property of a member of the hirers 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.
- External modifications: if any external modifications are made to the vehicle and the vehicle is damaged as a result of this modification the hirer is responsible for the total cost of the damage.
- Overhead damage to the vehicle.
- Any damage sustained to the rented vehicle as a result of a collision with an animal between the hours of dusk to dawn in Northern Territory Locations and Broome, Western Australia. All damage and recovery costs will be the responsibility of the hirer.
- Any damage caused while driving under the influence of alcohol or drugs.
- All towing charges are in addition to the damage 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 then 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.
- Vehicles are not permitted to travel on ferries. The exception to this is a ferry crossing to and/or from Adelaide to Kangaroo Island.
- The full cost of replacing or repairing any accessories supplied by maui including, but not limited to, child restraints and 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 damaged 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 1 day.
- 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
- Minimum rental periods apply to one-way rentals. Minimum one-way rental period requirements are subject to change.

### Road Restrictions

Vehicles are not permitted above the snow line unless Snow Cover has been purchased. Vehicles are not permitted to travel on unsealed roads (with exceptions, please see below). Parts of Australia are not suitable for access by rental vehicles. To prevent damage to the vehicle and for the hirers own personal safety maui strictly enforce conditions that restrict the hirers use of the vehicle.

- Unless maui have given prior written consent, the hirer must never take the vehicle:
  - on any Unsealed Road (with exceptions, please see below); or
  - above the Snow Line unless Snow Cover has been purchased.
- You must never take the vehicle:
  - Off Road;
  - between mainland Australia and Tasmania in either direction;
  - onto any island that is off mainland Australia or Tasmania, with the exception of:
    - Kangaroo Island;
    - Stradbroke Island;
    - Magnetic Island;
    - Bribie Island; or
    - Phillip Island;
  - through any river, stream, creek or tidal crossing;

- (e) through flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the vehicle unsafe;
  - (f) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed;
  - (g) onto any road where We have notified You that the use of the vehicle is prohibited;
  - (h) in Queensland:
    - (i) Fraser Island
    - (ii) north of Chillagoe or west of Georgetown;
    - (iii) north of Cooktown or Laura and Cape York;
    - (iv) on the Burke Development Road;
    - (v) north of Maggieville;
    - (vi) on Unsealed Roads north and west of Mt Isa;
    - (vii) on the Bloomfield track; or
    - (viii) on the Savannah Way;
    - (i) on the Tanami Track and the Gunbarrel Highway in Western Australia and the Northern Territory; or
    - (j) on the road from Jim Jim Falls to Twin Falls in the Northern Territory.
3. There are other prohibited areas where the hirer must never take the vehicle:
- (a) in Western Australia:
    - (i) on the Gibb River Road (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased);
    - (ii) on the Cape Leveque Road (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased);
    - (iii) on the road to Windjana Gorge (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased);
    - (iv) on the Cardabia - Ningaloo Road (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased); or
    - (v) on the access road from the Great Northern Highway to the Purnululu National Park, commonly known as the Bungle Bungles (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased); or
    - (vi) Tunnel Creek Road (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased);
    - (vii) Francois Peron National Park – as far as the Peron Homestead (exception when the vehicle hired is a Full Size 4WD (FFAR))
    - (viii) Cape Range National Park (exception when the vehicle hired is a Full Size 4WD (FFAR) and AWD/4WD cover has been purchased)
    - (ix) Karijini Eco Retreat (exception when the vehicle hired is a Standard AWD (SFDR) or Full Size 4WD (FFAR) and AWD/4WD cover has been purchased)
  - (b) in the Northern Territory on the Larapinta and Namitjira Drives (exception when the vehicle hired is a Standard AWD (SFDR) or Full Size 4WD (FFAR) and AWD/4WD cover has been purchased), commonly known as the Mereenie Loop, **unless** the hirer has hired a second spare wheel, available from maui locations on pick up.
4. Under no circumstances are customers allowed to travel:
- (i) On beaches or through streams, dams, rivers or flood waters;
  - (ii) Simpson Desert (NT);
  - (iii) Lost City (Litchfield) (NT);
  - (iv) Lennard River Gorge Road (NT);
  - (v) Warburton Road (WA);
  - (vi) Strzelecki Track (SA); and
  - (vii) Oodnadatta Track (SA)
  - (viii) Dalhousie Springs (SA)
  - (ix) Mount Dare (SA)
  - (x) Witjira National Park (SA)
  - (xi) Pedirka Desert and Track to Lost City (SA)

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.

**Travel to Kangaroo Island must be advised at time of booking and/or upon vehicle collection.**

#### Road Side 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 as soon as possible, and within 24 hours in order to give the supplier the opportunity to rectify the problem during the rental. Failure to do so may compromise any claims for compensation. maui does not accept liability for any claims submitted after this period.

#### Fuel

Vehicles are provided with a full tank of fuel. It is the customer's responsibility to ensure that the vehicle is returned with a full tank of fuel. Refuelling charges will apply if the vehicle requires fuel after the vehicle is returned. Fuel rates are set at a higher rate per litre than the standard pump price to cover time and handling.

#### 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 (CDMR & CDAR), Intermediate (IDAR and IFAR), and Standard (SDAR and SFDR) or a minimum of 25 years of age to be eligible to rent a Full Size (FDAR), Full Size Elite (GFAR), Full Size 4WD (FFAR), Premium 8 Seater (PVAR) and Intermediate Van (XVAR).

Drivers between 21 and 24 years of age will be charged an additional \$7.50 per day inclusive of GST for Economy (ECMR), Compact (CDMR & CDAR), Intermediate vehicles (IDAR and IFAR) or \$15.00 per day inclusive of GST for Standard (SDAR and SFDR) vehicles. Payable on pick up.

#### 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.

#### Toll and Traffic Notices and Administration Fees

maui reserve the right to charge the hirer for any speeding, toll way or parking fines. In addition to these costs, maui reserves the right to charge 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 or MasterCard or Visa Debit Card Payments

All customers must present a valid credit card or MasterCard or Visa debit card upon vehicle collection. The credit card or MasterCard or Visa debit card holder will be jointly and severally liable as a customer. Accepted credit cards are Visa, MasterCard and American Express. Accepted debit cards are MasterCard or Visa debit cards. A non-refundable 1.3% administration fee will apply to all Visa and MasterCard credit or debit card transactions and a non-refundable 3.4% administration fee will apply to American Express credit card transactions.

#### 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.

#### Exchange Rate / Currency Variations

All credit card transactions are conducted in Australian dollars. Due to exchange rate fluctuations and/or bank transaction fees there could be some variance in the amount refunded compared to the amount initially charged. maui does not accept any liability for variances up or down.

#### 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.