



## RENTAL CONDITIONS MAUI SOUTH AFRICA

### Camper rate includes:

Unlimited mileage, living equipment, full water tank and gas bottle (Gas bottle not returned full, will be levied R165 per bottle), Call assistance, road map, camping guide, VAT, standard CDW with ZAR 15,000 deposit.

### Camper rate is exclusive of:

Rates exclude one-way fees and all Liability Reduction Options and Extras.

### Deposit/Credit card

On collection of the vehicle, a deposit is payable. The vehicle deposit is only payable by credit card. If the vehicle is returned on time and in good order, the deposit will be refunded in full within 7 working days, if not, Maui shall deduct from the excess any amounts due by you under the rental agreement. Maui reserves the right that should your deposit be rejected by the bank to enforce a CDW deposit reduction.

If a credit card is presented as payment, the credit card holder will be jointly and severally liable as a customer. All credit card transactions are conducted in ZAR/N\$. Due to exchange fluctuations, any amounts that may be refunded on return of the vehicle may vary from that initially debited against the credit card if not in Rands or Namibian Dollars. Maui accepts no liability for these variances and accepts no claims for payment for the variances. Maui accepts Visa/MasterCard/Amex/Diners.

### Cancellations

Cancellation fees are applicable should the booking be canceled as follows:

- |  |                          |
|--|--------------------------|
| • If cancelled 25+ days prior to pick-up:    | No charge                |
| • If cancelled 6 - 24 days prior to pick-up: | 50% of total rental rate |
| • If cancelled 0 – 5 days prior to pick-up:  | 95% of total rental rate |

### Standard Liability

CDW covers you for **accident and specified** damage and does not cover for negligence. Your CDW option covers you only for points listed. Your bond will be refunded to you by head office within 14 working days, provided there is no damage to the vehicle or third-party property.

If the vehicle is returned to the agreed location, on time and in good order the bond will be refunded without deduction. Deductions will be made to cover any damage to the vehicle, third party property, the emptying of the toilet tank (if applicable R350), plus items lost or damaged

### Exchange Rate / Currency Variations

All credit card transactions are conducted in South African Rand. Due to exchange rate fluctuations there could be some variance in any amount refunded compared to the amount initially charged. No liability is accepted for any variance in this regard.

If a credit card is presented as payment not in the name of the hirer, the credit card holder will be jointly and severally liable as the hirer.

### **Driver requirements**

A valid non-endorsed driver's license is required; an international license is preferred. Drivers must be 21 years or older.

### **Minimum rental period**

Rentals are subject to a minimum period of 5 days in RSA and Namibia and 15 days in Botswana, Zimbabwe and Zambia, and are calculated inclusive of the collection and return days.

### **One-ways**

One-way rental within a country and across an international border can be arranged at an additional charge.

There is a country surcharge should the vehicle be collected outside South Africa or Namibia.

If you wish to change the drop-off destination after the rental has commenced, authorization must first be obtained from our head office. Please refer to your Depot List. The one-way fee and/or country surcharge will then be payable on return.

### **Transfers**

Vehicles must be collected and returned to our branches (not airports). Transfers are possible at a fee of ZAR3,500.

### **Picking up the vehicle**

Branches are located in Johannesburg, Durban, Port Elizabeth, Cape Town, Windhoek, Maun, Harare and Victoria Falls. Office hours are Monday – Friday from 8:00 am – 4:30 pm. Outside of office hour collections and returns are by arrangement only. All branches are closed on Christmas Day (25 December).

Customers collecting/returning vehicles on a weekend or public holiday must agree to a specific collecting/drop-off time. Failure to keep to this allotted time will result in an additional charge per hour, for every hour of the delay.

A pre-rental vehicle inspection will be required to be made by the hirer on collection of the vehicle. The vehicle shall be deemed to be in good order, condition and repair and properly filled with oil and water, unless otherwise indicated in the vehicle condition report.

### **Returning the vehicle**

If the vehicle is returned early for any reason, no refund will be granted.

Your vehicle is handed over to you without fuel unless you have requested it. Upon return no refund for excess fuel will be authorized. Should your vehicle be changed over at any time no refund for fuel will be given.

PLEASE NOTE: Namibia and Botswana are predominantly arid desert countries and the majority of secondary routes utilized are on dusty and/or gravel roads. It is however impossible to make vehicles completely dustproof, and therefore NO REFUNDS will be provided for any dust ingress of any nature whatsoever into vehicles.

### **Vehicle Changes**

Maui reserves the right to substitute a compatible or superior vehicle if the vehicle category you originally had is not available due to unforeseen circumstances.

This shall not constitute a breach of contract and does not entitle the hirer to any refund.

A new contract with standard CDW will apply when a vehicle is replaced (except on a break down).

### **Pets and animals**

No pets are permitted in any vehicles.

### **Additional Products:**

- One-way fees R/N\$3,500
- Country surcharges R/N\$4,000
- Airport / hotel transfer R/N\$300 (20 km radius, one-way)
- Public holiday / Sunday surcharge R/N\$350
- Toilet cleaning fee R/N\$350
- Additional driver fee R85 per driver
- Full fuel tank – cost plus 10% administration fee
- Cross border documentation fee R/N\$500 payable at collection depot
- Contract Fee R/N\$95 payable at collection depot

### **Travel Restrictions**

Maui reserves the right its sole and absolute discretion, to restrict vehicle movement in certain areas due to adverse road or weather conditions or for any reasonable cause whatsoever and howsoever arising. Our vehicles are permitted to drive in Zimbabwe, Namibia, Zambia and Malawi.

Vehicles are built on light truck chassis and do not have the road handling abilities of a car. The following caution must be taken. Consideration for the condition of the road and the weather conditions; it is more difficult to control a vehicle on unsealed roads. Please note a Maui Motor home is not designed to drive on unsealed roads and damages (interior and exterior) may occur. Keep within the speed limit, not exceeding 100 km/h on sealed roads and 60 – 80 km/h on unsealed roads. It is strongly recommended that driving at night be avoided; wandering animals often stray onto the roads.

### **Repairs**

Minor repairs up to the value of R/N\$1,000 may be effected without authorization and will be reimbursed upon presentation of receipts. For Major repairs, over R/N\$1,000 authorization with an authorization number must first be obtained from MAUI head office in Johannesburg. Faults with the radio, air conditioning, refrigerator or microwave are not classified as breakdowns; no days lost will be refunded for repair time on these items.

### **Infringements and Administration Fees**

Maui reserves the right to charge the hirer after the term of the rental for:

- Any traffic or parking fines. An additional amount of R350 for administration purposes will be added to the amount of the fine
- Any damages and accidents that Maui has not been made aware of on the return of the vehicle.

### **Tires**

You are not allowed to drive the vehicle with flat tires. (This excludes deflated tires on secondary roads.) You are required to check the tire pressure, including the spare tire at regular intervals. Tires can blow out due to the extreme heat on roads.

All replacement tires are required to be of the same brand, size and ply rating as that of the damaged tire.

Reconditioned tires should not be utilized in any circumstances. Depending on your CDW option you have chosen, you will be responsible for the replacement of a flat or punctured tire and cost associated there with. Please ask the hand over personnel what the correct tire pressure for the rented vehicle should be.

Please deflate your tires, as specified by the handover personal on corrugated or soft sand roads.

### **Air conditioner**

PLEASE NOTE:

The air conditioning supplied in the front and/or rear of the Maui vehicles where applicable, is designed to be used in normal South African/Namibian conditions. In places where the ambient temperature conditions exceed 30 degrees Celsius or the humidity is higher than 60% this unit may not work effectively.

Whenever the vehicle is stationary or idling for prolonged periods, the front air conditioner must be switched off to prevent damage.

### **Fridge**

The fridge provided in the vehicle is not a normal domestic fridge and therefore may not be as effective in hot conditions. In order for the fridge to operate effectively, you should ensure that the vehicle is level when parked.

### **Accidents**

Please note that not all local vehicles are insured and it is NOT compulsory under South African law to be insured against 3<sup>rd</sup> party property. It is therefore at times impossible to recover money from third party drivers, even through the Legal System.

**YOU MUST NOT ADMIT LIABILITY to OTHER PARTIES OR MAKE ANY OFFER OF SETTLEMENT AFTER AN ACCIDENT!**

Most accidents occur for the following reasons:

- Driving negligently
- Driving under the influence of alcohol or drugs
- Driving too fast
- Driving on the incorrect side of the road (YOU SHOULD KEEP LEFT AT ALL TIMES)
- Driving at night
- Drivers fatigue

Accidents must be reported within 24 hours of the occurrence of the accident to our head office in Johannesburg and the police in the area that the accident occurred. Please note that it is essential to obtain a police report with a relevant case number & contact number. The case number must be given to the returning branch.

Damage costs are established by a quotation of repair from our panel beaters. You will be liable for the CDW Excess or full amount, if negligence is proven.

If the rental vehicle is involved in an accident and you are at fault, a replacement vehicle (if available) may be collected by you from the closest branch. Delivery time will be indicated after availability, no restricted delivery time is applicable.

If you require a replacement vehicle to be delivered, then the charges for the delivery of the replacement vehicle will be for your account and will not be covered by the CDW offered by us. If you are unable or unwilling to take a replacement vehicle, no refunds for early termination of the contract will apply. No refund of rental days lost will be considered during the period in which a replacement vehicle is being delivered.

Should there be no replacement vehicle available, no refund will be considered.

Should you continue with a replacement vehicle, a new rental contract and conditions will apply. You will be responsible for the recovery of the damaged vehicle to the original rental depot in accordance with the CDW reduction package taken by you.

### **Additional obligations**

In addition to your entire obligation in terms hereof, you shall:

- Not hire or lend the vehicle to anyone
- Not permit the vehicle to be in possession or control of anyone other than the additional driver stipulated on the contract.
- Not cause or permit the vehicle to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being damaged or lost, or to be overloaded.
- Not cause or permit the vehicle to carry any passengers or goods for reward or for racing.
- Not cause or permit the vehicle to be exposed to the risk of damage in or by any civil or public disturbance or unrest.
- If the vehicle is driven by anyone other than you, you shall remain liable for all your obligations in terms hereof, and in addition, you shall be liable to us as if you had been the driver.
- Maui can repossess the vehicle at any time if it is found illegally parked, being used to violate the law and/or the terms of this agreement, or appears to be abandoned. Maui may also repossess the vehicle at any time if Maui discovers that you have made a misrepresentation to us in connection with the conclusion of the rental agreement or our terms & conditions.
- If the keys are locked in the vehicle or are lost, you must forthwith inform us thereof, hereafter Maui will, as soon as reasonably possible in the circumstance, and at your cost, retrieve or replace the keys. In the event of there being a delay, not attributable to us, in replacing the keys, you agree to remain liable for the rental payable in respect of the vehicle, until such time as the keys are replaced, notwithstanding that the vehicle may already have been returned to us.
- Consider the conditions of the roads you drive on and the weather conditions.
- Remember that it is more difficult to control a vehicle on unsealed roads.
- **Understand the working of the diff lock. Please ask the handover personnel.**
- Keep within the speed limit.

Please note:

Maui strongly recommends that you avoid night driving, as wandering animals often stray onto the roads.

Do not leave valuable items unattended in the vehicles to avoid possible theft. Your CDW does not cover you for this.

If you make use of public transport in major cities Maui recommends you leave the rental vehicle in a caravan park.

You are responsible for insurance of personal property.

Personal injury is not covered by the vehicle CDW and personal travel insurance is strongly recommended.

Should there be a toilet in the camper, you are responsible for the cleaning thereof prior to the return of the vehicle. Maui reserves the right to charge you, should you **NEGLECT TO CLEAN OR EMPTY THE TOILET.**

You are required to return the vehicle in a reasonably clean condition. Maui reserves the right to charge a **CLEANING FEE** upon return.

Maui also reserves the right to charge you for the following after completion of your rental:

- Any parking or traffic fines with an additional **ADMINISTRATION FEE.**
- Any damages and accident that Maui has not been made aware of on the return of the vehicle.
- Any equipment missing or damaged.
- Gas bottle refills.

- Fire extinguisher, if misused.
- Any outstanding money owed Maui.

**Please note that the vehicle's fuel tank is empty and you may return it empty, no refund will be given on a vehicle returned full or part thereof. Should your vehicle be changed over at any time, no refund will be given on fuel.** Our 4x4 vehicles have two fuel tanks in, one sub tank and one main tank. When you fill up, both tanks will be filled. The sub tank will not affect the fuel gauge, only the main tank. When the gauge starts to drop, please keep in mind that you are driving on the main tank and that the sub tank is already empty.

When collecting a vehicle at any of our branches, Maui will supply you with cross border documentation needed. **Maui is not liable for permits/third party insurances/road taxes that needs to be purchased by you, at the borders.**

When collecting a vehicle, a complete handover will be done, and Maui requires you to check everything on the handover form/stock checklist. Items that Maui supplies with our vehicles are NOT covered by your CDW and you will be responsible for these items.

When using the gas bottle, first blow into the valve in order to release the dust and this will prevent the risk of any gas leaks and fires.