

# Premium Membership Agreement

November [1], 2022

Dear Owner (**you, your**),

Before entering into an agreement with Camplify Co (NZ) Limited (Registered Company number 7474797] (**Camplify, us, our**), please ensure that you read and understand this Premium Membership Agreement (**Agreement**) in conjunction with our Owner Terms and Conditions which apply in the country your listing is active (**Owner Terms**).

## 1. Owner Acknowledgements

- 1.1 You agree to the Owner Terms and to abide by all of Camplify's policies including (without limitation) the Camplify Community Guidelines (<https://www.camplify.co.nz/community-guidelines>)
- 1.2 This Membership Agreement does not replace, and should be read in conjunction with, the Owner Terms.
- 1.3 Where there is any inconsistency between this Agreement and the Owner Terms, to the extent that the terms in this Agreement are more onerous, the provisions of this Agreement will prevail.

## 2. Premium Membership

- 2.1 All equipment listed for hire on the Camplify platform must have appropriate insurance coverage for accidents and damage.
- 2.2 As a Premium Member, Camplify will cover you for accidents and damages to your equipment whilst on hire and for personal use.

## 3. Benefits

- 3.1 The Premium Membership allows cover to hirers who hold an unrestricted full licence aged 21 years to 85 years.
- 3.2 You will receive the benefit of:
  - (a) reduced commission fees on each booking as set out here: <https://www.camplify.co.nz/owner-damage-cover>
  - (b) unlimited hires on the Camplify platform;
  - (c) discounts on all products from the Camplify store and our partners;
  - (d) direct access to the premium Camplify Customer Support Team and an allocated Territory Manager in your state to assist you grow and develop your business;

- (e) features on Camplify's tourism page in your local region;
- (f) an advanced marketing guide and assistance with marketing collateral including prioritisation for PR and media opportunities in your local area;
- (g) coverage for accident and damage while equipment is on hire and for personal use subject always to the Camplify Exclusion Document; and
- (h) roadside assistance with NRMA (and partner organisations) in each state of Australia and AA in New Zealand (as updated from time to time) for all hirers and hires through the Camplify platform subject always to the limitations set out in the Owner Terms.

#### **4. Eligibility**

4.1 In order to be eligible for a Premium Membership:

- (a) you must provide your equipment's registration number, year, make, model, VIN chassis, and market value of your equipment (as determined by your insurer) to us on signing up to the Camplify platform;
- (b) you must advise Camplify of:
  - (i) any previous vehicle damage;
  - (ii) the value of any additional contents which are not a permanent fixture; and
  - (iii) any modifications authorised by professional and certified documents (if and when requested by Camplify),on signing up to the Camplify platform.
- (c) you must advise Camplify at the start of your Premium Membership if:
  - (i) you have had your driving licence cancelled or suspended; or
  - (ii) any form of insurance cancelled or declined,at any time in the preceding 5-year period and disclose any change in circumstances throughout the period of this Agreement. Failure to do so may include a higher-than-normal excess for personal claims or avoidance of cover for that owner for personal claims; and
- (d) you must only list equipment for hire on the Camplify platform. For the avoidance of doubt, you may not list on any other platforms at any time after you have become a Premium Member. This is an essential term of this Agreement. If you fail to comply with this obligation, you may not receive the full benefit of the Premium Membership and the Camplify Promise.

4.2 We reserve the right to withdraw our membership if we believe that you or your equipment poses a hazard or potential hazard to any hirer and/or the reputation of Camplify.

#### **5. Bookings**

5.1 You must keep all of your contact details updated with Camplify.

- 5.2 Camplify will retain a percentage of each booking as commission for use of the Camplify platform. Our fees and commission structure may vary from time to time.
- 5.3 Each booking is as stated on the Camplify platform and starts and ends according to the booking ID. The contract of hire ends at midnight on the last date of the booking (per the booking ID).
- 5.4 You must not solicit hires to make bookings outside the Camplify platform.
- 5.5 You must not take cash bookings from any hirer. Cash bookings will void your Premium Membership and may result in you being suspended from the Camplify Platform.
- 5.6 All of your communication with hirers must be confirmed in writing via Camplify messages on your owner dashboard. Camplify cannot rely on any verbal communication.
- 5.7 Any adjustments to the booking dates needs to be made by you as the owner with Camplify directly before the booking ends. For the avoidance of doubt, there is no hire contract outside of the days specified in the booking ID.

## **6. Subscription**

- 6.1 Your Premium Membership subscription has a 21-day cooling-off period.
- 6.2 This Agreement is a 12-month contract that will automatically renew for successive periods of 12 months each unless otherwise terminated. You can end this Agreement by paying out the remaining term. You will only be exempt by providing proof of sale of the listed equipment. In the event of a total loss payment, the full 12 months subscription will be deducted from your settlement.
- 6.3 You will be billed monthly or annually for each piece of equipment, based on your subscription and it's your responsibility to keep your account details accurate. For the avoidance of doubt, your subscription is based on 12 month membership year from time of activation and is a rolling membership that renews in 12 month intervals.
- 6.4 Camplify reserves the right to withhold any owner payments collected via the Camplify platform without notice to you if any premium membership fees are outstanding.
- 6.5 Your account will be suspended after either 3 failed attempts to charge your account or 90 days on non-payment (whichever occurs first).
- 6.6 Your total membership fees are made available to you at the end of each financial year.
- 6.7 To cancel this subscription you must follow Camplify guidelines for deactivation, including providing documentation and written instruction to deactivate. Failure to do so may result in ongoing charges.  
Australia: <https://camplifyforms.typeform.com/to/Vdn57K23>  
New Zealand :<https://camplifyforms.typeform.com/to/jlDwSqbl>
- 6.8 Upon cancellation of your subscription, your ability to claim for loss or damage as a result of any hire ceases on the day noted by you to cancel.

## **7. Relationship**

- 7.1 Camplify has a contract with you as an owner and there is no contract between yourself and the hirer.
- 7.2 Your membership gives agency to Camplify to act on any damage and charges as they relate to your listing rules and excess. Camplify will manage all matters with the hirer regarding the collection of the accident excess amounts (**AEA**). You must not take any AEA directly from a hirer.
- 7.3 The hirer may choose to reduce their AEA by purchasing an accident excess reduction product from Camplify (**AER**).
- 7.4 The AER will not reduce the payment to you in the event of an accepted damage incident/claim.

## **8. Tow Vehicles**

- 8.1 Both the tow vehicle and the towable vehicle must have a current membership to be a valid booking and to be covered for damages, subject to compliance with all other terms and conditions that apply to your membership. Camplify may offer the tow vehicle as separate booking or as a dual booking. For clarity, all references to equipment in this Agreement or in the Owner Terms (or any other documents that form part of Camplify's agreement with you) includes the tow vehicle such that those terms and conditions apply to both the tow vehicle and the towable vehicle.
- 8.2 If you offer a tow vehicle and a towable vehicle for hire in accordance with the preceding paragraph, you must ensure that both vehicles comply with all manufacturer specifications and requirements in relation to towing capacity including GVM and ATM capacities as well as any other equipment that is required to facilitate the towing.
- 8.3 If you offer a towable vehicle independently, you must take all reasonable steps to ensure that the vehicle that the Hirer intends to use to tow the towable vehicle has the towing capacity required to comply with all legal requirements and manufacturer specifications for the towable vehicle, as well as any other equipment that is required to facilitate the towing.
- 8.4 You acknowledge that you will not be covered for damages by Camplify if you fail to comply with these requirements.
- 8.5 To the fullest extent permitted by law, you agree to indemnify and release Camplify in respect of any claims, losses, damages, costs or expenses that you, the Hirer or any third party suffer or incur as a result of your failure to comply with your obligations in respect of tow vehicle and towable vehicles that you offer for hire as set out in this Agreement and the Owner Terms.

## **9. Equipment Maintenance**

9.1 At all times you agree to:

- (a) keep your equipment roadworthy and fit for purpose;
  - (b) conduct regular service and maintenance checks by a qualified mechanic or repairer; and
  - (c) undertake annual safety checks records of your equipment,
- and provide evidence of the above to Camplify on request at any given time.

9.2 If your equipment is unregistered, unroadworthy or does not meet the vehicle eligibility criteria outlined in the Australia and New Zealand Transport Regulations or the regulations or laws in your local jurisdictions at any time when it is made available for hire on the Camplify Platform, you will be liable, and agree to indemnify and hold harmless Camplify and any hirers, for any cost, loss, damage, fines, penalties, claims or liability arising in relation to the use of your equipment. For the avoidance of doubt, in New Zealand this means the equipment must have all necessary certifications required by the applicable legislation and regulations including (without limitation) a valid certificate of fitness, warrant of fitness electrical warrant of fitness (EWOFF) and gas safety certificate as amended by applicable legislation and regulations from time to time.

9.3 You acknowledge and agree that any GPS, dashcam or other legal recording device that is or may be used in your equipment must be notified to all hirers in writing via your listing and in your hiring rules. This notice may also need to be displayed in your equipment for full disclosure to the hirer, depending on the requirements in the jurisdiction in which the equipment is located or the hire is taking place. It is your responsibility to make sure you are aware of, and comply with, the relevant requirements in the applicable jurisdiction. Camplify has no liability to you or the hirer for any breach of privacy, law or otherwise.

## **10. Condition Reports and Damage**

10.1 You must complete a full condition report on each rental as per the hire type (drive, tow, stay or deliver). The condition report comprises the pre-hire and post-hire checklists that are required to be completed on the Camplify app for each hire.

10.2 Camplify cannot act on your damage incident if the pre-hire and post-hire checklists are not completed in the appropriate timeframes. For the avoidance of doubt:

- (a) if there is no pre-hire checklist completed prior to the start of the hire, Camplify cannot accept a damage incident at any time; or
- (b) if there is no post-hire checklist completed within the 48-hour period commencing at the end of the hire, Camplify may choose to cover the incident however, the incident cannot be applied to the hirer and the undetected excess amount will apply to the owner (the first \$3000.00).

- 10.3 You must complete the pre-hire and post-hire checklists via the Camplify app with the hirer to ensure full transparency has been provided at handover for any damages/charges noted.
- 10.4 No additional damage can be claimed after the post-hire checklist has been completed and lodged with Camplify.
- 10.5 Any additional damage may be considered undetected damage. This excludes any damage matters on report from the repairer in their original quote and/or independent assessor in relation to the original damage event being claimed for. For the avoidance of doubt, “on report” damage means additional damage that cannot be seen or known until repairs have commenced. This potential additional damage has been noted at the start with the repair quote and has been agreed by the independent assessor or Camplify.
- 10.6 All damage incidents must be handled by Camplify.
- 10.7 An incident report is required to be completed by the hirer, in addition to the post hire checklist that states damage. Camplify will organise for this to occur in our communication with the hirer.
- 10.8 The Camplify Promise covers you for a maximum of \$2,000 in total for contents. The contents are items that are noted as extra products on your listing that have been selected for hire. You must be able to provide proof of purchase. These items specifically exclude bikes, e-bikes, motorcycles, scooters or electric scooters or electric skateboards or any powered content or accessory that is not considered a normal content item of your vehicle or equipment.

## **11. Membership Liabilities**

- 11.1 Your Premium Membership means that there are different AEA's that apply to you (or your allowed driver) depending on age, usage (e.g. off road) and market value of the equipment [[Accident Excess](#)].

## **12. Dispute Resolution**

- 12.1 You cannot approach or enter into any dispute with any third party that we engage, or any hirer.
- 12.2 Any dispute or concern must be raised with Camplify directly in the first instance. We will apply our dispute resolution process and treat your dispute seriously and act in accordance with our commitments.

New Zealand: <https://www.camplify.co.nz/dispute-resolution>