

Bring your own (BYO)

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 BYO 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 the Camplify community standards <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. BYO Membership

- 2.1 All equipment listed for hire on the Camplify platform must have appropriate insurance coverage for accidents and damage.
- 2.2 The BYO Membership requires you to 'bring your own insurance' which covers any listed equipment.
- 2.3 You must provide evidence that you hold a policy that provides appropriate accident and damage cover for your equipment when on hire.

3. Benefits

- 3.1 The BYO 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) commission fees on each booking as set out here:
<https://www.camplify.co.nz/owner-damage-cover>
 - (b) the flexibility to hire your equipment privately or on the Camplify platform;

- (c) 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; and
- (d) access to the Camplify Customer Support Team.

4. Eligibility

4.1 In order to be eligible for a BYO 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 provide Camplify a copy of your current comprehensive insurance policy which provides comprehensive cover for hires and notes Camplify as an interested party (**Policy**). This Policy must:
 - (i) be provided to Camplify upon listing and each renewal of the Policy;
 - (ii) reflect any age restrictions that may apply under your Policy and the appropriate additional excess (if any) (i.e., under 25-years additional age excess or a \$2,000 standard excess); and
 - (iii) clearly outline the total sum of cover and the hire excess that applies for any damage, incident or claim that matches your Policy;
- (c) if you are running a rental business, you must provide Camplify a copy of your current public and products liability insurance policy which provides cover for hires and notes Camplify as an interested party. The public and products liability insurance policy must be provided to Camplify upon listing and each renewal of the policy;
- (d) your hiring listing rules must reflect any age restrictions that may apply under your Policy; and
- (e) your policy excess is the maximum that can be claimed per incident of damage or the hirer's accident excess amount (**AEA**), whichever is the lower.

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 BYO 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. Relationship

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

7. Equipment Maintenance

- 7.1 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.
- 7.2 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.

7.3 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.

8. Condition reports

- 8.1 You must complete a full condition report on each rental as per the hire type (drive, tow 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.
- 8.2 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 cannot accept a damage incident at any time .
- 8.3 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.
- 8.4 No additional damage can be claimed after the post-hire checklist has been completed and lodged with Camplify.