

# Premium Membership Agreement

**This agreement applies to Managed services as they are considered to be the agent for the Premium member.**

**This Premium Membership Agreement does not replace the Owners Terms & Conditions (the “Owner Terms”). Where there is any inconsistency between this agreement and the Owners Terms, to the extent that the terms in this agreement are more onerous, the provisions of this agreement will prevail over the Owner Terms.**

## **Terms and Conditions of Premium Membership (Membership Agreement)**

### **1) Camplify Premium Membership–Premium membership benefits**

1. As a premium member, your Membership automatically includes a reduced commission fee of 5% on each booking from 11%.
2. As a Premium Member, your Membership allows for unlimited hires on the Camplify platform.
3. As a Premium Member, this provides you a discount on all products from the Camplify store and discounts with our partners.
4. As a Premium Member this includes direct access to the Premium support team and an allocated Success Manager in your state to assist you grow and develop your business.
5. As a premium member, it allows for the owners equipment (s) to be featured on Camplify’s tourism page in your local region.
6. As a Premium Member you will receive an advanced Marketing guide
7. As a Premium Member you will receive assistance with marketing collateral
8. As a Premium Member you will be prioritised for PR and Media opportunities in your local area

9. As a Premium Member, your membership provides for Roadside Assistance with NRMA and partner organisations in each State of Australia & AA in NZ that covers breakdowns only for rentals
10. As a premium member, this is a package that includes a subscription to Camplify's Fleet Insurance Policy, 24/7 comprehensive insurance policy which Camplify has its entire fleet incorporated.
11. As a premium member, you will have a subscription to Camplify's fleet policy that gives you and your paid owner's equipment (s) 24/7, 365 days a year comprehensive insurance cover. This comprehensive insurance cover includes personal use in addition to hire cover. The subscription to the fleet policy is tied to this Premium Membership Agreement and the exclusion document .
12. As a Premium Member the owners equipment (s) has a subscription under the Camplify Fleet policy and for off road owners equipment (s), you will have cover for off road hires. This is dependent on meeting the off road Terms & conditions.
13. As a Premium Member you may also offer a tow vehicle in addition to a towable vehicle as two separate memberships. Both the tow vehicle and the towable vehicle must have a current membership to be a valid booking and to be covered under the Camplify Fleet policy, 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 the Owner's 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.
14. 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. 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. You acknowledge that you will not be covered by the Camplify Fleet policy if you fail to comply with these requirements. 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.

## **2) Camplify Premium Membership- Billing, timing and cancellation**

15. As a premium member you will be billed monthly or annually for each separate RV, based on your subscription and it's your responsibility to keep your account details accurate. After 3 incomplete attempts and emails to charge your account, or 90 days your account will be suspended, your insurance subscription under the Camplify Fleet policy will be cancelled.
16. Your Premium Membership subscription has a 21-day cooling-off period
17. Your Premium Membership is a 12-month contract. You can leave the contract by paying out your term. You will only be exempt by providing proof of sale. In the event of a total loss payment, the full 12 months subscription will be deducted from your settlement.
18. As a Premium Member your total membership fees paid per financial year will be detailed in full on your EOFY Camplify Tax statement as your full subscription amount for that period.
19. As a Premium Member to cancel this subscription you must follow Camplify guidelines for deactivation, including providing documentation and written instruction to deactivate.  
Australia: <https://camplifyforms.typeform.com/to/Vdn57K23>  
New Zealand :<https://camplifyforms.typeform.com/to/jlDwSqbl>  
failure to do so may result in ongoing charges.
20. As a Premium Member, on cancellation of your subscription, your subscription to the Camplify Fleet policy will cease on the day noted by you to cancel.

## **3) Camplify Premium Membership- subscription to Camplify Fleet Policy**

21. As a Premium Member you have a Membership that includes a subscription to the Camplify Fleet Policy. As a Premium Member you do not have an insurance product. Camplify is the insured and Camplify holds the policy with our Fleet insurer.
22. As a Premium Member you may request and receive a Certificate of currency (COC) that will detail your owners equipment (s) particulars and any financier as as noted noted on your subscription

#### **4) Camplify Premium Membership-Agreeing to Camplify broader Terms & policies**

23. As a Premium Member you also agree to be bound by and to comply at all times with the Camplify Owners Terms & Conditions: T & C's in all countries that camplify operate in.
24. As a Premium Member you can only list owners equipment (s) for hire on the Camplify platform as an exclusive contract. You may not list on any other platforms at any time after you have become a Premium Member. This is an essential term of the Premium Membership Agreement. If you fail to comply with this obligation, you may not receive the full benefit of the Premium Membership and the Camplify Fleet Policy.
25. As a premium member, your subscription to the Camplify Fleet policy covers for hire use on the Camplify platform exclusively.
26. As a Premium member, your subscription under Camplify's Fleet policy provides comprehensive cover subject to the terms of your Membership. We have listed the exclusions related to this policy as noted in section four.
27. As a Premium Member, Camplify reserves the right to withdraw our Membership Agreement at any time if we believe that you or owners equipment (s) provide a hazard or potential hazard to any hirer or reputation of Camplify.
28. Under your Premium Membership you agree to abide by all of Camplify's policies including the Camplify Community standards:  
<https://www.camplify.com.au/community-guidelines>

#### **4) Camplify Premium Membership-RV servicing, maintenance, roadworthiness and use of tracking devices**

29. Under your Premium Membership, at all times you agree to keep owners equipment (s) roadworthy and fit for purpose. You are required to conduct regular maintenance checks by a qualified mechanic or repairer and provide evidence to Camplify when/if requested at any time.
30. As a Premium Member, if your owners equipment (s) are/is unregistered, unroadworthy or does not meet the Vehicle Eligibility criteria as set by Camplify and Australia and New Zealand transport regulations in your local/state jurisdictions any time when it is made available for hire on the Camplify Platform or you use for personal use, 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 Vehicle. For clarity in New Zealand this means the appropriate COF and WOF.
31. As a Premium Member you acknowledge and agree that any GPS/dashcam or any legal recording device that is or may be used in your owners equipment (s) 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 owners equipment (s) for full disclosure to the hirer, depending on the requirements in the jurisdiction in which the RV 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.

## **5) Camplify Premium Membership–RV Rental condition reports ( pre and post hire checklists)**

32. Your Premium Membership requires that you complete a full condition report on each rental as per the hire type (tow vehicle, drive, Tow or Deliver). The condition report is the pre-hire and post hire checklist that is completed on the Camplify App for each hire. In the case of a booking that involves a tow vehicle and towable vehicle, two separate condition reports must be completed for both, one for each vehicle.
33. Camplify cannot act on your damage or lodge a damage/liability claim to our Fleet insurer without the pre hire and post hire checklists being completed in the appropriate time frames and via the Camplify app on each booking. For clarity– If there is no pre-hire checklist completed on the booking, Camplify cannot accept a damage incident at any time.

Alternatively, If there is no post hire checklist submitted within the 48 hour period post the completion of the hire, Camplify can at its discretion accept a damage incident under undetected excess. This incident however cannot be applied to the hirer of the booking and the undetected excess amount will apply to the owner.

34. Your Premium Membership requires that you complete the pre-hire and post-hire via the Camplify app with the hirer to ensure that the owners equipment (s) use is demonstrated and explained in full and full transparency has been provided at return of your owners equipment (s) for any damages/charges noted.
35. As a Premium Member no additional damage can be claimed after the post hire has been completed and lodged to Camplify. Any additional damage may be considered as 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 clarity, "on report" damage is where additional damage cannot be seen or known until work has commenced on repairs. This potential additional damage has been noted at the start with the repair quote and has been agreed by the independent assessor or Camplify's Fleet insurer.
36. As a Premium Member for all hire damage incidents where a claim is to be lodged to Camplify's fleet insurer an incident report is required to be completed by your hirer, in addition to your post hire condition report that states damage. Camplify will organise for this to occur in our communication with the hirer.
37. As a Premium member for all personal damage incidents an incident report is required to be completed by you and/or the person you have given permission to drive your owners equipment (s)
38. As a Premium Member, in regards to tow vehicles your listing must include very specific details about the towing capacity of your vehicle. You must only approve bookings where your vehicle is capable of towing the nominated towable vehicle in compliance with all legal requirements and manufacturer specifications. You acknowledge that you will not be covered by the Camplify Fleet policy if you fail to comply with this requirement. 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 this obligation.

39. As a Premium member under the camplify Fleet policy you are covered for \$2000 maximum in total for contents. The contents are items that are noted as extra products on your listing that have been selected for hire. You are also covered for \$2000 in total for your personal cover. 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 or added product that is not considered a normal content item of your vehicle.

## **6) Camplify Premium Membership–Camplify agency**

40. Your Premium Membership gives agency to Camplify to act on your behalf in relation to any damage and charges and will, if appropriate, coordinate any claim directly with Camplify's Fleet insurer, entirely at Camplify's discretion and in accordance with the Owner Terms.
41. As a Premium Member Camplify has a contract and a Premium Membership Agreement with you as an owner and that there is no contract between yourself and the hirer.
42. As a Premium Member Camplify has a contract and a Premium Membership Agreement with you as an owner and that there is no direct contract between yourself and Camplify's Fleet Insurer. However, the Camplify Fleet Policy is in place to provide cover to you and your owners equipment (s) as the insured property listed on the Fleet Policy.
43. As a Premium Member, Camplify will manage all the matters with the hirer regarding the collection of the Accident excess amount (AEA). The hirer may choose to reduce their AEA by purchasing an accident excess reduction (AER) product. The AER will not reduce the payment to the Premium member in the event of a damage incident/claim.
44. As a Premium Member you may not take any AEA, Bond or similar payment from the hirer directly nor influence the decision to apply the AEA to the hirer.
45. As a Premium Member you may not take cash bookings, cash bookings will void any subscription to the Camplify fleet policy. For the avoidance of doubt, you acknowledge and agree that if you breach this agreement by

taking cash bookings you and your owners equipment (s) will not be covered under Camplify's Fleet Policy.

46. As a Premium Member the booking is as stated on the Camplify platform for each booking ID and starts and ends according to the accepted booking on the Camplify platform, the contract of hire ends at midnight on the last date of the booking. Any adjustments to the booking dates needs to be made by you as the owner with Camplify directly before the booking ends. For clarity there is no hire contract outside of these specified days as noted in the Camplify booking.
47. As a Premium Member Camplify acts on your behalf in relation to any damage, loss or liability claims including any hirer rental breach. Rental Hirer breaches that cause damage, loss or liability claims to your owners equipment (s) are covered ( except where an exclusion exists) however Camplify or our Insurer will apply and seek full costs from the hirer.
48. As a Premium Member you cannot approach or enter into any dispute with Camplify's Fleet insurer or any third party that we engage or any hirer. 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:  
**Australia: <https://www.camplify.com.au/dispute-resolution>**  
**New Zealand: <https://www.camplify.co.nz/dispute-resolution>**
49. As a Premium Member you may not solicit to hirers to do transactions outside the Camplify payment system or take bookings off the Camplify platform. To do so will void your premium membership.
50. As a Premium Member all of your communication with hirers must be confirmed in writing via the Camplify messages on your owner dashboard. Camplify cannot rely on any verbal communication.

## **7) Camplify Premium Membership-Membership liabilities under the fleet subscription**

51. Your Premium Membership and subscription to the Camplify Fleet policy means that there are different accident excess amounts that apply to you (or your allowed driver) depending on age, usage (e.g. off road) and Market Value. Please see the attached



**Premium membership Excess for personal claims:** please refer to the current excess levels that apply to your personal use, which are outlined [here](#).

## **8) Camplify Premium Membership–Fleet policy rules that relate to Camplify Fleet policy claims, Total loss and Damage payments**

52. As part of your Premium Membership and your inclusion under the Camplify fleet policy, you must provide all the necessary information as requested by Camplify and Camplify's Fleet insurer in a timely manner to resolve the claim for you.
53. As part of your Premium Membership and your inclusion under the Camplify fleet policy the insurer will instruct any assessment, investigation or actions as appropriate in the claims process and would seek your willingness to work with any third party to resolve the claim for you in a timely manner.
54. As part of your Premium Membership and your inclusion under the Camplify fleet policy, in the event of a total loss, the owners equipment (s) will be independently assessed by the independent assessing company engaged by Camplify's insurer to determine the Market Value for payout.
55. As part of your Premium Membership and your inclusion under the Camplify fleet policy, in the event of a total loss, the full 12 month subscription will be payable for your owners equipment (s) and will be deducted from the total loss settlement
56. As a Premium Member, in the event of a Total loss of your owners equipment (s), Camplify/ and or insurer will request your original purchase invoice, or for second hand purchases, the transfer of ownership documents that displays the purchase price plus any evidence of modifications to owners equipment (s). The maximum we will pay is the Market value of the vehicle plus any accessories or modifications we have agreed to as part of your Membership Agreement to the agreed value limitations as prescribed as part of your subscription
57. As a Premium Member, after any damages that have been cash settled by Camplify directly or via or our insurer in a claim, you must have that damage repaired and provide a paid invoice of repairs to Camplify as proof before the renewal date of June 30 each year or when reasonably

requested from Camplify. If repairs are not completed, this may affect the owners equipment from being accepted at the renewal date on 30 June each year.

- 58. As a Premium Member, Camplify may request a full condition report of your owners equipment (s) at any time after damages have been cash settled or when Camplify has reason to believe that the owners equipment (s) may not be fit for purpose or for any reason that the Camplify management decides is appropriate.
- 59. As a Premium Member if Camplify requests a full condition report of your owners equipment (s) at any time and this is not completed in the appropriate time frame- Camplify reserves the right to deactivate your listing until the Condition report has been received by Camplify.

## **9) Camplify Premium Membership-Subscription eligibility for Premium membership and personal cover under the Camplify fleet policy**

- 60. As a Premium Member you have the responsibility to advise Camplify at the start of your premium membership if you have had your driving licence cancelled or suspended at any time in the preceding period (5 years) and any time after your Premium membership has commenced and throughout the period of your contract. Camplify refers to the right to get advice from our Insurer & adjust any personal cover to you on that basis. The adjustment is up to the insurers' discretion but may include a higher than normal excess for personal claims or avoidance of cover for that owner for personal claims. The insurer has the right to underwrite this risk according to their underwriting guidelines .
- 61. As a Premium Member if you have had your licence cancelled or suspended in the preceding 5 year period & did not disclose this to Camplify at the commencement of your membership, and you lodge a personal damage claim on the Camplify Fleet policy our insurer may choose to void the contract for personal cover under the Camplify Fleet policy because of non disclosure. We reserve the right to get appropriate advice from our insurer on this circumstance and rely on their acceptance or rejection of personal coverage under the Camplify Fleet policy.
- 62. As a Premium Member you have the responsibility to advise at the start of your premium membership if you have had any insurance cancelled or

declined at any time in the preceding period (5 years) and any time after your Premium membership has commenced and throughout the period of your contract. Camplify refers to the right to get advice from our Insurer & adjust any personal cover to you on that basis. The adjustment is up to the insurers' discretion but may include a higher than normal excess for personal claims or avoidance of cover for that owner for personal claims. The insurer has the right to underwrite this risk according to their underwriting guidelines .

## **10) Camplify Premium Membership–Roadside assistance and Breakdown Cover**

63. There are maximum limits that apply per Membership year and these are set out in the owners terms and conditions, section 10.2. All additional expenses and charges will be at the owner's sole cost unless the hirers' fault or negligence has caused the incident resulting in the need for the retrieval. For clarity, roadside assistance covers mechanical breakdowns only, they may be able to do easy repairs (replace Batteries, change tyres) at the roadside. For more complex repairs that are needed, the roadside assistance patrol person will organise a tow to an appropriate repairer or holding yard to do an inspection and the cause of the breakdown and the cost and scope of works to repair.

Where a breakdown occurs and the NRMA needs to be engaged, our liability for the costs retrieving the Equipment is limited to the lowest cost of:

- a) up to 50km towing in metro and country areas;
- b) up to 100km towing in remote areas; or
- c) or up to \$3000 in towing cover per item of Equipment per membership year in the event of a major mechanical breakdown.