

HERTZ TERMS AND CONDITIONS OF RENTAL

This Agreement ('Agreement') is between the signatory to the Hertz rental agreement (the **Rental Form**), being the renter of the **Vehicle** ('you') and **Hertz**.

1. Nature of Agreement

- a) Except to the extent otherwise implied by law, the terms and conditions made available to you at the time of rental, together with the **Rental Form** and any **Additional Terms**, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning your rental of the **Vehicle**, any **accessories** and on which **Hertz** agrees to rent the **Vehicle** and **accessories** to You for the **Rental Period**.
- b) The **Additional Terms**, if any, prevail to the extent of any inconsistency with the terms and conditions in the **Rental Wallet** or the **Rental Form**.
- c) You must not attempt to transfer or sublease the **Vehicle**, the **Accessories** or any rights or obligations under this Agreement. Any attempted transfer or sublease of the **Vehicle** or **Accessories** by anyone other than **Hertz** is void. Neither You nor any **Authorised Drivers** are agents of **Hertz**. No one may service or repair the **Vehicle** without **Hertz's** prior express written approval.
- d) You confirm and promise **Hertz** that all information provided by you to **Hertz** at any time before and during the **Rental Period** is true and correct in every particular and the information so provided is all the information **Hertz** could reasonably require.
- e) You acknowledge that it is your responsibility to ensure that you are the holder of the appropriate category of drivers licence to drive the **Vehicle** rented in any State or Territory of Australia as requested by you or as supplied by Hertz to You as a replacement or otherwise
- f) **'Ignition Key or Key'** includes keyless start devices and/or combined ignition key and remote door devices.
- g) Terms marked in **bold** throughout this Agreement are defined as follows:

'Accident' means any collision between the **Vehicle** and any other object, including another vehicle or any other incident or occurrence that results in the **Vehicle** being damaged, lost or destroyed, and includes a **Single Vehicle Accident**.

'ADE' means the Accident Damages Excess noted on the **Rental Form** after taking into account any reduction where **AER** is accepted by You as noted on the **Rental Form**; **'AER'** means the Accident Excess Reduction as referred to in clause 12.(d) herein;

'Accessories' means keys and remote door opening devices and any removable equipment supplied with the **Vehicle** including but not limited to child restraint seats or satellite navigation devices which may or may not attract an additional charge for usage, which are only to be used:

- (i) with the **Vehicle** with which it is originally supplied or such vehicle as **Hertz** supplies as a replacement for the **Vehicle**; and
- (ii) in accordance with all instructions and operational information provided;

'Additional Driver' means an additional driver nominated by you and noted on the **Rental Form**

The Hertz logo, consisting of the word "Hertz" in a bold, sans-serif font, with a registered trademark symbol (®) to its upper right. The logo is positioned on a yellow diagonal background element that spans the bottom right corner of the page.

'Additional Terms' means any other terms as recorded in any document that you are required by **Hertz's** authorised representative to sign when you rent the **Vehicle**;

'Authorised Driver' means **You** and/or any person:

- a) At or over the age noted on the **Rental Form**; and
- b) Who holds a current driver's licence that:
 - (i) Is in English or, if not in English, is accompanied by a certified
 - (ii) English translation;
 - (iii) is valid for driving the **Vehicle**;
 - (iv) is not a learner's permit; and
 - (v) the driver has held for at least twelve consecutive months;
- c) An **Additional Driver** nominated by You; and
- d) Who has your authority to drive the **Vehicle** and is:
 - (i) Either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or
 - (ii) Any other person approved in writing by **Hertz**

'Business Day' means a day on which the rental location is open for business;

'Business Hours' means the hours of operation of the rental location from which the **Vehicle** is rented or to which it is returned, and which are posted on the **Hertz** website or posted at the rental location;

'Cleaning Charge' means a charge imposed in respect of an **Excessively Dirty Vehicle** at an hourly rate charge on a cost recovery basis if the cleaning is performed by **Hertz** personnel or the actual fee paid by **Hertz** if a third party or specialised cleaners are engaged to provide a cleaning service plus an Administration Fee.

'Commencement Time' means the later of the date and time:

- a) Specified on the **Rental Form** as the commencement time of the rental; or
- b) When the **Vehicle** is delivered to You or to a location requested by You;

'Damages' means any expense (excluding the cost of fuel and vehicle towing), cost (including legal costs, calculated on an indemnity cost basis), penalty, impost, liability or any other financial obligation of whatsoever character (including any excess payable under relevant insurance policies) incurred by **Hertz** in respect of:

- a) The loss of, damage to, or otherwise in respect of the **Vehicle** or **Accessories**, including, and without limitation, the cost of repairing the **Vehicle** or **Accessories** (or, if in **Hertz's** reasonable opinion, the damage is irreparable or uneconomic; the replacement cost of the **Vehicle** or **Accessories**), administrative, appraisal, recovery services provided by or on behalf of **Hertz**;
- b) any claim or demand of any third party made in respect of the **Vehicle** or **Accessories** or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the **Vehicle** or **Accessories** or resulting from its use;
- c) the loss of, damage to, or otherwise in respect of any property, other than the **Vehicle** or **Accessories**, which belongs to **Hertz** or for which **Hertz** is otherwise responsible or liable (in whole or part) but does not include loss of use or enjoyment of the **Vehicle** or **Accessories** which belongs

to Hertz or for which Hertz is otherwise responsible or liable (in whole or part) but does not include loss of use or enjoyment of the **Vehicle** or **Accessories** or any indirect, special or consequential loss, other than in connection with a Prohibited Use or use by a Prohibited Person in breach of clause 5.(a) or 5.(b);

'Excessively Dirty Vehicle' means a **Vehicle** which requires cleaning beyond *Hertz's* standard cleaning practice being a general exterior and interior clean using regular cleaning products, water high pressure cleaner and vacuum taking no longer than 15 minutes without the need for specialised cleaning products or third party or specialised cleaners.

'Four Wheel Drive (4WD) Vehicle' means a vehicle capable of powering all four wheels simultaneously if the 4 wheel drive mode is engaged by the driver, but excludes an "All Wheel Drive (AWD) *Vehicle* which in normal operation distributes power differentially to each wheel;

'Hertz' means Hertz Australia Pty Ltd ABN 31 004 407 087 of 15th Floor, 636 St Kilda Road, Melbourne, Victoria, or, if a *Hertz* licensee is identified on the *Form*, that licensee;

'Intoxicated' means where the driver is under the influence of any drug, substance or intoxicating liquor to the extent that that person's ability to control the **Vehicle** is impaired or where the driver's blood level of any drug or alcohol is in breach of the applicable State or Territory legal limit; in the context of which, a person is deemed to be in breach of this provision if, at any time, he or she refuses or fails to provide a breath, blood or other sample when lawfully required to do so by or on behalf of the Police or as required by any law of the applicable state or territory;

'Infringement Notice' (including Charges and Penalties) means an amount equal to all tolls, fines including but not limited to traffic and parking fines), penalties, charges, taxes or other imposts levied by any Government, government body, local government, private car park or tolling companies in respect of Your rental or use of the *Vehicle*, including stamp duty on this Agreement (except in South Australia).

'Long Term Rental' means a **Rental Period** of equal or greater than 30 days;

'MAX' means Maximum Cover as referred to in clause 12.(c) herein;

'Rental Day' means each consecutive twenty-four (24) hour period from the commencement of the rental during the **Rental Period**;

'Rental Form' means the form entitled Rental Agreement and related forms on which all personal and other details are recorded, and which is completed at the time the **Vehicle** is rented;

'Rental Period' means the period during which the **Vehicle** is rented by you, beginning at the **Commencement Time** and ending at the time:

- a) You return the **Vehicle** to **Hertz** during **Business Hours** and **Hertz** accepts return of the ignition key for the **Vehicle**;
- b) You deposit the **Rental Wallet** containing the ignition key or keyless entry and/or remote door opening devices for the **Vehicle** into the 'drop box' at the rental location to which the **Vehicle** is returned outside **Business Hours** (and You remain responsible for the **Vehicle** until **Hertz** has inspected and accepted the return of it the next **Business Day**);
- c) Where you use the customer collection service, the earlier of when the **Vehicle** is collected and a reasonable time after the time nominated by you for its collection;
- d) **Hertz** repossesses the **Vehicle**; or
- e) Where the **Vehicle** is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident)
- f) The **Rental Period** for any **Accessories** shall begin and end simultaneously with the **Rental Period** for the **Vehicle**;

'Rental Wallet' means the document wallet incorporating the terms and conditions of rental including any additional terms and conditions presented to you at the time that the **Rental Form** is completed and signed and general information which is provided for your assistance. Other than the terms and conditions of rental the **Rental Wallet** does not form part of the contract for the rental of the **Vehicle**;

'Resulting From' means resulting, whether directly or indirectly, irrespective of whether the matter referred to is the sole or partial cause; and 'results in' and similar grammatical forms have the corresponding meaning;

'Single Vehicle Accident' means an **Accident** not involving a collision between the Vehicle and another vehicle, other than a parked vehicle; **'Vehicle'** means the motor vehicle described on the **Rental Form**, or any alternate motor vehicle that **Hertz** supplies to You, whether as a replacement, upgrade or otherwise, and includes all **Vehicle** parts, tyres, tools (supplied with the **Vehicle**), and all other **Accessories** or equipment in or fitted to the **Vehicle** by the manufacturer or by **Hertz**;

'Vehicle Condition Report' means the report incorporated into the **Rental Form** or a report labelled 'Pre Existing Condition Notes' given to you by **Hertz's** representative at the time You collect the **Vehicle**;

'Written Demand or Notice' as referred to in clause 13. herein.

2. Returning Vehicle and Repossession

- a) You agree to return the **Vehicle** and any **Accessories** to **Hertz** at the specified time and location noted on the **Rental Form**, or sooner if demanded by **Hertz** on reasonable grounds, including where **Hertz** reasonably believes You have breached, or are likely to breach, the Agreement.
- b) The **Vehicle** and **Accessories** are not taken to have been returned until the end of the **Rental Period**. If you return the **Vehicle** or **Accessories** outside **Business Hours**, You remain responsible for the **Vehicle** and **Accessories** until **Hertz** has inspected and accepted their return the next **Business Day**.
- c) If you do not return the **Vehicle** or **Accessories** when required by this Agreement, then following a written demand to You to return it, **Hertz** may take steps to recover and repossess the **Vehicle** and/or **Accessories** where and when it is found. You authorise **Hertz** to enter any premises owned or occupied by you, or where necessary, you agree to make all reasonable efforts to obtain the right for **Hertz** to enter any premises in order to recover and repossess the **Vehicle** or the **Accessories**.
- d) If the **Vehicle** or **Accessories** are found illegally parked, apparently abandoned or are used or obtained as prohibited under this Agreement, **Hertz** may after making reasonable attempts to contact You, recover the **Vehicle** or the **Accessories** without sending a written demand under clause 2.(c) To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of **Hertz** recovering the **Vehicle** or the **Accessories** in accordance with this clause 2.(d).
- e) From the date that **Hertz** sends you a demand pursuant to clause 2. (c), **Hertz** may exercise its legal rights to recover and repossess the **Vehicle** or the **Accessories**. You agree to cooperate with **Hertz** to recover the **Vehicle** or the **Accessories**.
- f) You must reimburse **Hertz** for its reasonable costs of recovering or repossessing the **vehicle** or the **Accessories** where such costs are a consequence of your failure to return the **Vehicle** or **Accessories** when required by this Agreement.

- g) Except to the extent that **Hertz** is at fault, you indemnify **Hertz** against any claim made by any third party resulting from **Hertz's** recovery or repossession of the **Vehicle** or the **Accessories**.
- h) In the event you rent the **Vehicle** for more than 30 days, **Hertz** reserves the right to terminate the rental at any time on 2 days written or verbal notice to you.

3. Maintenance and Safety

- a) You and **Hertz** acknowledge that the **Vehicle** is generally in an undamaged condition save as otherwise acknowledged by You and **Hertz** in writing on the **Vehicle Condition Report**. It is Your responsibility to check the condition of the **Vehicle** when You collect it and; if there is any discrepancy between its condition and the **Vehicle Condition Report**, You must return to the counter and request that the Report be amended or a new report be prepared. You agree to return the **Vehicle** in the same condition as it was in at the start of the **Rental**, with the exception of fair wear and tear.
- b) **Hertz** (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the **Vehicle**.
- c) You agree to check the amount of engine oil and coolant in the **Vehicle** at appropriate intervals and maintain them at the levels recommended in the **Vehicle** manufacturer's specifications or otherwise as required to maintain the **Vehicle's** efficient performance.
- d) You agree as soon as practicable to stop driving and park the **Vehicle** where safe to do so and contact **Hertz** or **Hertz's** 24 hour breakdown roadside assistance service upon any warning lights or messages becoming illuminated or displayed in the **Vehicle** and not to recommence driving the **Vehicle** unless directed to do so by **Hertz** or by **Hertz's** 24 hour breakdown roadside assistance service.
- e) In the case of a **Long Term Rental**, You acknowledge that you accept responsibility to maintain the **Vehicle** in a roadworthy condition for the duration of the **Rental Period**. Should the **Rental Period** span the normal maintenance intervals, it is your responsibility to return the **Vehicle** to the nearest **Hertz** location for a changeover to a replacement vehicle in a serviceable condition.
- f) You and any **Authorised Driver** must comply with any applicable road safety laws and regulations (including those relating to seat belts and child restraints and use of a mobile phone whilst driving).
- g) You agree that:
 - (i) You will not undertake or make any repairs to the **Vehicle** or accessories unless authorised by **Hertz** in writing;
 - (ii) in breach of clause 3.(g)(i) you are liable for any repair costs undertaken or made by You and You agree to indemnify **Hertz** against any claims by third parties against **Hertz** in respect of any unauthorised repairs, the quality of any unauthorised repairs and any ongoing remedial works to rectify any unauthorised repairs.

4. Charges and Penalties

- a) You agree to pay to **Hertz** the following charges and penalties for renting the **Vehicle**:

I) TIME CHARGES

The daily rental charge noted on the **Rental Form** for each **Rental Day**. The minimum daily charge will be for one **Rental Day** unless otherwise stated in the **Rental Agreement**. The Extra Hours Rate shown on the **Rental Form** is charged for each full or partial hour in excess of a full **Rental Day** until the amount reaches the cap of the daily rental charge;

(II) KILOMETRE CHARGE

The charge for each kilometre driven in excess of the kilometer allowance (if any) noted on the **Form**, calculated at the appropriate kilometre rate;

(III) DELIVERY/COLLECTION CHARGES

A charge noted on the **Rental Form**, including 'one way fees' for delivering the **Vehicle** at, and/or collecting the **Vehicle** from, any location as requested by you, other than those **Hertz** rental locations for which no charges apply or the reasonable costs and expenses of **Hertz** for recovery or repossession of the **Vehicle** under clause 2.;

(IV) OPTIONAL RENTER PROTECTION SERVICES

The amount for an optional renter protection service (Renter Protection Service) as accepted by you and noted on the **Rental Form**, calculated for each full or partial **Rental Day**. See clause 12. for information regarding Renter Protection Services.

(V) FUEL COSTS

Unless you have accepted the Fuel Purchase Option as noted on the **Rental Form**, or unless otherwise indicated on the **Rental Form**, You must either return the **Vehicle** with a full tank of fuel or pay for **Hertz** to refuel it at the price of:

- a) If the **Vehicle** travelled less than 120 kilometres during the **Rental Period** – the number of kilometers travelled multiplied by the rate per kilometre specified on the **Form**; or
- b) If the **Vehicle** travelled 250 kilometres or more during the **Rental Period** or in the event of an **Accident** during the **Rental Period** - the number of litres of fuel required to refill the tank multiplied by the price per litre specified on the **Form**.

(VI) COLLECTION EXPENSES

Where You do not pay the charges in accordance with this Agreement, You must reimburse **Hertz** for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement and for reasonable interest charges calculated at the rate specified in clause 4.(c);

(VII) CHARGES AND PENALTIES

The amount noted on an **Infringement Notice**. In the event an **Infringement Notice** is received by Hertz, Hertz will:

- a) Advise the relevant authority that you were the driver of the Vehicle at the time of the infringement. The authority will issue the infringement notice to you;
- b) Charge the renter an Infringement Administration fee of \$33 (exclusive of GST) for each infringement notice received which will reimburse Hertz the cost incurred in the processing of the **Infringement Notice**;

(VIII) LOCATION FEE

A charge noted on the **Rental Form** where You collect the **Vehicle** from and/or return the **Vehicle** to particular locations, including but not limited to airport and downtown locations. The Location Fee varies from location to location and is levied as a percentage of other charges as shown on the **Rental Form**.

(IX) COSTS RECOVERIES

The charge noted on the **Rental Form** in respect of operating costs including, but not limited to, vehicle registration, compulsory third party insurance, stamp duty on vehicle purchases and transport accident charges. The charge may vary in different States, Territories or other locations;

(X) SURCHARGES

The amount noted on the **Rental Form** in respect of the additional further operating costs of conducting business in certain regions or at certain venues, or related to use of the **Vehicle** by each **Additional Driver** or each person less than age 25;

(XI) CREDIT OR CHARGE CARD SURCHARGE

A minimum of 1.5% or the percentage rate as otherwise noted on the **Rental Form** of any amount charged to a credit or charge card;

(XII) ADMINISTRATION FEE

The percentage rate or the amount noted on the **Rental Form** in relation to administration functions undertaken in respect of vehicle rentals;

(XIII) ADMINISTRATIVE CHARGES

An amount noted on the **Rental Form** for administrative functions **Hertz** undertakes including the payment of, or handling of any claim for, any charges and penalties, such as infringement processing, referred to in clause 4.(a)(vii) in respect of Your **Rental**;

(XIV) BREAKDOWN ROADSIDE ASSISTANCE

The cost of providing breakdown roadside assistance, where the problem (for which assistance is requested by **you** or an **Additional Driver**) is not caused by a problem inherent to the **Vehicle**.

- a) Regarding the **Accessories**, You agree to pay to **Hertz** the daily accessory charge noted on the **Rental Form** for each **Rental Day** or part thereof in which the **Accessories** are made available for rent.
- b) Where the amount of any charge is not specified on the **Rental Form**, the amount or the basis of calculation of the amount as determined by **Hertz** from time to time as set out:

Breakdown Roadside Assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Vehicle , for example: the Vehicle has run out of petrol or you have locked the keys in the Vehicle .	\$150.00 (exclusive of GST)
In the event of an Accident the cost of recovery and/or towing the Vehicle to a Hertz location, police compound or a vehicle assessment / repair facility.	From \$150.00 (exclusive of GST) depending on distance travelled and time and/or difficulty of recovery of the Vehicle to be towed
Infringement Administration Fee for processing of all Infringements Notices .	\$33.00 (exclusive of GST)
Claims Administration Fee for processing all Damages referred to in clause 6.	\$55.00 (exclusive of GST)
Vehicle keys and remote door opening device returned to wrong location at end of Rental Period From \$150.00 (exclusive of GST) Replacement of Vehicle keys and remote door opening devices lost during the Rental Period	From \$150.00 (exclusive of GST) From \$150.00 to \$2000.00 (exclusive of GST) depending upon vehicle type
Administrative Fee for the return of lost and found property to you	Actual cost of postage, delivery or courier plus an administrative fee of \$20.00 (exclusive of GST)
Cleaning of Excessively Dirty Vehicle	Cleaning Charge is the charge imposed for cleaning an Excessively Dirty Vehicle .
Cleaning Charge Administration Fee	\$55.00 (exclusive of GST)
Interest charged on outstanding rental charges	Interest is calculated daily at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%

- (c) **Long Term Rental** will be invoiced on a 30 day cycle beginning from the commencement of the **Rental Period** or upon the conclusion of any period less than 30 days during the **Rental Period** for the **Long Term Rental**.
- (d) You agree to pay to **Hertz** the charges under this clause on demand. That will usually be at the end of the **Rental Period**, but may involve payments being made subsequently, after the **Vehicle** or **Accessories** have been inspected by **Hertz** and where costs and expenses are determined after the **Rental Period** ends. **Hertz** may charge Your Credit Card for all charges under this clause 4. In accordance with clause 11.(a).

5. Full Responsibility

You should refer to clauses 5.(e), 5.(f) and 6. for Your potential liability resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in this clause. You should refer to clause 5.(d) for Your liability for **Accessories**.

A) PROHIBITED USES

The **Vehicle** must never be used:

- (i) Recklessly, or with deliberate intent to cause injury, loss or damage;
- (ii) In Tasmania unless rented from a location in Tasmania;
- (iii) On Fraser Island or north of Cooktown in Queensland;
- (iv) In the Northern Territory on the road to Jim Jim Gorge and Twin Falls or north of the Oodnadatta Track (including the following areas: Dalhousie Springs, Mount Dare, Witjira National Park and Pedirka Desert);
- (v) In any other such location or region reasonably specified by Hertz as an area or region which is prohibited;
- (vi) For committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of your drivers' license);
- (vii) For racing or undertaking reliability trials or other contests;
- (viii) For conveying passengers for hire or reward (unless **Hertz** consents in writing);
- (ix) For hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- (x) For towing a trailer or any other vehicle, unless the **Vehicle** has a towbar, in which case you have permission from **Hertz** to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the **Vehicle**.

B) PROHIBITED PEOPLE

The following people must never drive the **Vehicle** or otherwise be in control of the **Vehicle**:

- (i) Any person who is **Intoxicated** by any substance; or
- (ii) Any person other than an **Authorised Driver**.

C) FULL RESPONSIBILITY USES

You will be fully responsible and liable for **Damages** under clause 6. where the **Vehicle** is used:

- (i) On any road or other surface which is not sealed other than a road under repair, or a road notified to you by **Hertz**, unless the **Vehicle** is a **Four Wheel Drive (4WD) Vehicle**;
- (ii) In any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains.
- (iii) on any beach or in any other area exposed to saltwater;

- (iv) in any area or under any circumstances (including crossing a waterway or transporting a **Vehicle** across a waterway) where the **Vehicle** may or does become partially or totally immersed in water;
- (vi) under any circumstances where the **Vehicle** may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);
- (vii) under any circumstances where the **Vehicle** sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices), standing or sitting on the roof or making contact with overhanging objects;
- (vii) under any circumstances where the **Vehicle** is refuelled with fuel other than which is recommended by the **Vehicle** manufacturer;
- (viii) where a **Vehicle** on a **Long Term Rental** sustains mechanical damage as a consequence of non compliance with clauses 3.(c), 3.(d) and 3.(e);
- (ix) where the **Vehicle** is driven between the hours of sunset and sunrise in the Northern Territory, the Pilbara in Western Australia or Kangaroo Island in South Australia and such **Damage** is caused by a collision with an animal or by the driver avoiding a collision with an animal;
- (x) under any circumstances where the **Vehicle** and its keys are unsecured; or
- (xi) in any other area or region specified to You by **Hertz** as an area or region in which the **Vehicle** must not be used; or
- (xii) where a **Vehicle** sustains mechanical damage as a consequence of non compliance with clauses 3.(c) and 3.(d).

D) RESPONSIBILITY FOR ACCESSORIES

You will be fully responsible and liable for **Damages** under clause 6 to any **Accessories** even if you have accepted MAX or AER for the **Vehicle**. MAX or AER does not apply to any loss of or damage to **Accessories**.

E) If the **Vehicle** is used for a Prohibited Use or by a Prohibited Person in breach of clause 5.(a) or 5.(b):

- (i) to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the **Vehicle**, even if You have accepted MAX or AER; and
- (ii) Will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to **Hertz** caused by the breach, together with **Hertz's** related costs and legal fees.

F) If the **Vehicle** is used for a Full Responsibility Use referred to in clause 5.(c), to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the **Vehicle**, even if You have accepted MAX or AER.

G) NO SMOKING

No smoking is permitted inside the **Vehicle**. You are responsible to ensure that neither You nor any **Authorised Driver, Additional Driver**, passengers nor any occupants smoke inside the **Vehicle**. Should You or any **Authorised Driver, Additional Driver**, passengers or any occupants smoke inside the **Vehicle** You agree that the **Vehicle** will be deemed an **Excessively Dirty Vehicle** and to pay a **Cleaning Charge** in respect of the **Vehicle**.

6. Your Liability

- a) Subject to this clause 6. you are responsible, to the fullest extent permitted by applicable law, for all **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** or **Accessories**.
- b) Notwithstanding anything in this clause 6. or any other clause, there is no cap or limit on Your liability to **Hertz** resulting from any use of the **Vehicle** for, or incurred whilst the Vehicle is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5. (Full Responsibility).
- c) You agree and consent to charge in **Hertz** all estate and interest in any land and/or in any other assets whether tangible or intangible in which You have any legal or beneficial interest and/or in which you later acquire such interest for the payment of all money for all **Damages** owing to **Hertz**.
- d) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from a **Single Vehicle Accident** is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) for a non **4WD Vehicle** and \$4,400 (exclusive of GST) for a **4WD Vehicle** or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.
- e) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from:
 - (i) water damage (other than by total or partial immersion) is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the

Additional Terms;

- (ii) hail, flood, fire, storm, cyclone or other natural disasters is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the

Additional Terms.

- f) Your liability to **Hertz** for **Damages** to the **Vehicle**, other than as set out in clauses 6.(d) and 6.(e), which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** is limited to the amount of the **ADE**. In the event of damage to the **Vehicle**, You will be charged the amount of the **ADE** and should the cost of the repairs be less than the **ADE**, You will be reimbursed the difference.
- g) If the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability under each of clauses 6.(d), 6.(e) and 6.(f) will be increased by **\$2,200** (exclusive of GST).
- h) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You are liable to reimburse **Hertz** for **Damages** incurred as a result of You fitting **Accessories (as provided by Hertz or otherwise)** to the **Vehicle** incorrectly or otherwise in a manner which causes damage to the **Vehicle**, the **Accessories** or any other vehicle or property.
- i) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You are liable to reimburse **Hertz** to the extent that any breach by You of clause 9, including the making of any admission of liability in breach of clause 9.(d), results in **Hertz** incurring greater loss, damage, liability, cost or expense than it would have incurred but for Your breach.

- j) Notwithstanding clauses 6.(d), 6.(e) and 6.(f), You agree to indemnify and hold **Hertz** harmless to the maximum extent permitted by law from any claim against **Hertz** for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any **Hertz** vehicle or brought onto **Hertz's** premises, but does not include the **Vehicle** or any other property damaged as a result of the Vehicle colliding with it and does not include any loss or damage caused by the negligence or wilful default of **Hertz**.
- k) The liability of any **Authorised Driver** for causing personal injuries resulting from use of the **Vehicle** is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the **Vehicle** is registered.
- l) You are responsible for returning the **Vehicle** to **Hertz** in the same condition as it was at the start of the rental.
- m) You are responsible for payment of any tolls incurred for use of tollways in Australia. Where tolls are charged electronically, you can pay the toll company:
 - (i) direct;
 - (ii) you may in some locations purchase tollway passes for the period of Your rental;
 - (iii) you authorise us to forward your credit card details to the toll company for payment; or
 - (iv) you warrant that you are authorised to permit us to forward the credit card details that you have provided to us, if not in your name, to the toll company for payment. Where the Card is not in Your name You warrant that You are authorised to permit and authorize Hertz to charge the Card in accordance with clause 11.

7. Limited Liability and Indemnity

- a) You have rights under and in connection with this Agreement by reason of consumer protection legislation, including warranties that the **Vehicle** or the **Accessories** are of merchantable quality, matches any description or sample against which it is rented and any services are provided to You by **Hertz** using all due care and skill. Save for these rights **Hertz** provides no other warranties in respect of the **Vehicle** or the **Accessories** or Your rental of the **Vehicle** or the **Accessories**.
- b) For the sake of clarity, save for its obligations under clause 7.(a), to the maximum extent permitted by law **Hertz** accepts no responsibility or liability to You or any **Authorised Driver** for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or wilful default of **Hertz**) or any other liabilities resulting from:
 - (i) Any **Accident**, breakdown or any other failure of the **Vehicle**; or
 - (ii) loss of or damage to Your or anyone else's personal property, which includes, without limitation, personal property left in any **Hertz Vehicle** or brought onto **Hertz's** premises; or
 - (iii) any error or omission in any street directory, vehicle navigation system or other map (whether or not provided by **Hertz**), or any fault in or malfunction of any car phone, ipod, ipad (or similar type device) or vehicle navigational system (whether installed in or otherwise provided with the **Vehicle**).

- c) Without limiting the foregoing, to the maximum extent permitted by law **Hertz** will not be liable to You or any **Authorised Drivers** for any loss of use or enjoyment of the **Vehicle**, the **Accessories** or another vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;
- d) Unless you have rented the **Vehicle** and the **Accessories** for personal, domestic or household use, any liability of **Hertz**, including any liability for negligence, is limited to the extent permitted by law to:
 - (i) In the case of goods, at the option of **Hertz**:
 - a) Replacement of the goods or supply of equivalent goods;
 - b) Repair of the goods;
 - c) Payment of the cost of replacing the goods or acquiring equivalent goods; or
 - d) Payment of the cost of having the goods repaired.
 - (ii) In the case of services, at the option of **Hertz**:
 - a) Supplying of the services again; or
 - b) Payment of the cost of having the services supplied again.

8. Representations by Travel Agents

For the sake of clarity, travel agents are not **Hertz** employees or agents of **Hertz**. Accordingly, to the extent permitted by law, **Hertz** does not accept liability for claims, statements or representations made by any travel agent concerning the **Vehicle**, the **Accessories** or **Hertz's** services under this Agreement.

9. Accidents and Fines - What You Do

- a) You must report any **Accident** (irrespective of whether it results in the **Vehicle** or any Accessories being damaged, lost or destroyed) to **Hertz** as soon as possible after the **Accident** occurs.
- b) You must provide all information **Hertz** reasonably requests concerning the **Accident** within 48 hours of any request. Without limiting the foregoing, You must deliver to **Hertz** a correctly completed Vehicle Incident Report Form to the Hertz rental location from which the rental vehicle is rented or to which it is returned including any police witness statements or reports **within 48 hours** after the **Accident**.
- c) You agree to assist **Hertz** (at **Hertz's** cost and direction) in respect of any claim or action brought in respect of any **Accident**, including attending court to give evidence.
- d) No offer of compromise, payment, settlement, waiver, release, indemnity or any other admission of liability (other than a true statement made under compulsion of law) must be made by You or on Your behalf in relation to the **Accident**.
- e) Any papers or other documents received by you concerning the **Accident** must be promptly given to **Hertz**. You further agree to take reasonable steps to ensure that any other person who receives any such papers or documents concerning the **Accident** provides those papers and documents promptly to **Hertz**.
- f) You agree to report any traffic or parking infringement which occurs during the **Rental Period** to **Hertz** as soon as possible after it occurs.

- g) **Hertz** may, in the exercise of its reasonable discretion, terminate your renting of the **Vehicle** or the **Accessories** and not provide a replacement vehicle or replacement accessory after an **Accident**. In the event of termination, **Hertz** will refund pro-rata prepaid charges but reserves the right to set off any such prepaid charges against all charges due and payable under clause 4. and in respect of **Damages** due and payable under clause 6.
- h) By entering into the agreement and the hiring of the **Vehicle** you consent to and authorise **Hertz** to obtain copies of any police witness statements or reports made or able to be obtained by You in relation to the **Accident** or police charges against you.

10. Consent to Use and Disclosure of Personal Information

- a) You agree that **Hertz** may use and disclose your personal information in accordance with its Privacy Policy
- b) You consent to **Hertz** obtaining reports from credit reporting agencies for the purpose of assessing your applications to rent vehicles from **Hertz** and managing Your rentals of vehicles. You also consent to **Hertz** giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to **Hertz** obtaining information about You from credit providers identified in such reports. You understand that if You default on payment obligations to **Hertz**, information about that default may be given to credit reporting agencies and such agencies may share this information with their subscribers.

11. Credit, Charge or Debit Cards and Cash

- a) You authorise **Hertz** to charge the credit, charge or debit card ('Card'), the imprint of which or the number of which You provide to the **Hertz** representative when renting the **Vehicle** (or at any other time), in respect of all charges due and payable under clause 4. and in respect of **Damages** due and payable under clause 6. or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.
- b) If You present a Card at the commencement of the rental, You also authorise **Hertz** to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the expected cost of the rental (less any discount, credit or rebate) plus \$200.00 (exclusive of GST) or other such amount advised at time of reservation.
- c) If **Hertz** charges Your Card for **Damages** due and payable under clause 6., it will promptly notify You of the amount so charged and provide details of the **Damages**. If You dispute the **Damages** or the amount charged, You may contact the **Hertz** representative stated on the notification letter. **Hertz** will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to you, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by **Hertz** in this respect, You may contact **Hertz's** Customer Relations Department.
- d) Your Card may be so charged within 28 days after the Vehicle has been returned notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Vehicle was returned.
- e) Where it appears to **Hertz** that **Damages** resulting from Your rental of the **Vehicle** may approach or exceed the amount limited by clauses 6.(d), 6.(e), 6.(f) and as qualified by clause 6.(g), **Hertz** will charge Your Card with that amount. If it later transpires that actual **Damages** are less than that amount, **Hertz** will promptly credit the difference to Your Card.

- f) You warrant that the Card is Your's and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Card. Where the Card is not in your name You warrant that You are authorised to permit and authorise Hertz to charge the Card in accordance with clause 11.
- g) If You provide a cash deposit at a rental location, there is no guarantee the deposit (or part thereof) will be reimbursed in cash at the time the **Vehicle** is returned to **Hertz**. In these circumstances, a cheque will be forwarded within 14 business days of return of the Vehicle to the address notated on the **Rental Form**.

12. Optional Renter Protection Services

- a) You may purchase optional Renter Protection Services which may reduce Your liability under clause 6. for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle**. Optional Renter Protection Services will not reduce or limit Your liability for any Loss of or Damage to **Accessories** or the **Damages** arising there from. Rental Protection Services offered by **Hertz** is not an insurance policy.
- b) Notwithstanding anything in this clause 12. or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to **Hertz**:
 - (i) resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5. (Full Responsibility); or
 - (ii) pursuant to clauses 6.(h), 6.(i) and 6.(j).
- c) If Maximum Cover (**MAX**) (which is only available at some locations) is offered to and accepted by You as noted on the **Rental Form**:
 - (i) other than as set out in clauses 12.(c)(ii), 12.(c)(iii) and 12.(c)(iv). You have no liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** (including tyre and/or windscreen damage);
 - (ii) You have no liability to **Hertz** for **Damages** resulting from a **Single Vehicle Accident** unless the person driving or otherwise in control of the **Vehicle** when the **Single Vehicle Accident** occurred was an **Authorised Driver** under 25 years of age, in which case Your liability to **Hertz** is limited to the amount of the **ADE** noted on the **Rental Form** plus **\$2,200** (exclusive of GST);
 - (iii) Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from:
 - a) water damage (other than by total or partial immersion) is limited to the amount of the **ADE plus \$2,200** (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**;
 - b) hail, flood, bush fire, storm, cyclone or other natural disasters is limited to the amount of the **ADE** plus \$2,200 (exclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**;
 - (iv) if the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability to **Hertz** under each of clauses 12.(c)(ii), 12.(c)(iii) and 12.(c)(iv) is increased by **\$2,200** (exclusive of GST).
- d) If Accident Excess Reduction (**AER**) is offered to and accepted by You as noted on the **Form**:

- (i) other than as set out in clauses 12.(d)(ii), and 12.(d)(iii), Your liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** is limited to the amount of the **ADE** noted on the **Rental Form**;
- (ii) Your liability to **Hertz** for **Damages** resulting from a **Single Vehicle Accident** or water damage (other than by total or partial immersion) is limited to the amount of the **ADE** noted on the **Rental Form** PLUS \$2,200 (exclusive of GST); and
- (iii) if the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability to **Hertz** under each of clauses 12.(d)(i) and 12.(d)(ii) is increased by **\$2,200** (exclusive of GST).

13. Written notice or demand

Any written notice or demand required to be given under this **Agreement** will be sufficiently made:

- (i) if left at the address stated on the **Rental Form**;
- (ii) if the notice or demand is posted by prepaid post to Your address stated on the Rental Form it will be deemed to have been received by You 2 business days after the date on which the notice or demand was posted;
- (iii) if made by facsimile, email, sms or other electronic form on the numbers or electronic addresses stated on the **Rental Form**;
- (iv) if the notice or demand is sent by the electronic form referred to in clause 13.(iii) it will be deemed to have been received by You on the day on which, at the time at which and from the place from which it appears from the notice or demand to have been sent.

14. Severance

Any part of this agreement shall be severable without affecting any other part of this agreement.