Hertz Terms & Conditions of Rental

Thank you for considering taking your next journey with Hertz.

These terms and conditions form part of the Agreement that You will need to sign before We rent You a Vehicle. Please read these terms and conditions carefully, even if You have rented a Vehicle from Us before as they may have changed since You last rented from Us.

We provide these terms and conditions to You so that You can understand the obligations that We will require You to adhere to if We provide You with one of Our Vehicles. They include obligations that apply to you at all stages of the rental, including in relation to charges that may apply to You, Prohibited Uses of the Vehicle, places where the Vehicle is not permitted to be driven, Fuel and Electric Vehicle Charging obligations, and information concerning Your financial responsibility if the Vehicle (including any accessories supplied with it) is damaged or lost during the rental.

At all times, the Agreement that You sign is intended to be subject to the consumer protection laws applicable in the jurisdiction where this Agreement is signed.

Please take Your time and contact Us if You have any specific questions regarding Your use of the Vehicle for Your intended journey.

We are taking steps to improve Our environmental footprint and are now replacing paper versions of these Rental Terms and Conditions with electronic versions. If

You would prefer to receive a paper copy, please ask for one at the counter at the time of collecting Your Vehicle or print a copy by going to Our Website in **Australia** www.hertz.com.au and in **New Zealand** www.hertz.co.nz

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Key facts about your rental

Important information	
Interpretation	Capitalised terms in these terms and conditions have the meanings ascribed to them in: - The Annexures; - Or, otherwise, **Annexure 9 – Definitions (Definitions – Annexure 9)**
Damage to, or loss of, the Vehicle and its Accessories	You may be responsible for any loss of the Vehicle or any of its Accessories, or damage to the Vehicle or any of its Accessories during the rental even if it is not Your fault. If the Vehicle is used in accordance with this Agreement, the maximum amount You must pay is the Loss Damage Liability per incident (LDL). The LDL will be reflected on Your Rental Agreement. We may offer liability reduction services (Optional Renter Protection Services) that You can purchase to reduce the amount of Your LDL. Optional Renter Protection Services, will not reduce Your liability to Us for loss or damage to the Vehicle or its Accessories that arises from a Prohibited Use of the Vehicle during Your Rental. Furthermore, the Optional Renter Protection Services will not apply to reduce liability for loss or damage caused or contributed to by You during Your Rental for the following Accessories: Infant seats and GPS units, for which You will be liable for the total loss. See - **Optional Renter Protection Services in Annexure 4** ***You may be liable for more than the LDL even if You have purchased and Operational Renter Protection Service!*** Neither the LDL, nor Optional Renter Protection Services reduce Your liability if loss or damage is caused by a Prohibited Use of the Vehicle. In those circumstances, You may be liable for that loss or damage up to the full value of the Vehicle and related losses and fees including third party losses. See **Damages Policy Annexure 3 (Damage Policy)** and **Prohibited Use (Annexure 8)** for of the Prohibited Use.
Personal possessions in the Vehicle	Hertz is not responsible for any loss or damage to Your or Your passenger's personal possessions in the Vehicle, even in the event of an accident, break-in, or theft of the Vehicle.
Purchase of Insurance from Third Party	If You purchase excess waiver insurance or similar from a third party (not from Hertz directly) to cover Your liability to Hertz, You remain liable for payment to Us, up to the level of Loss Damage Liability (LDL). Any responsibility of reimbursement is Your liability and Hertz has no involvement.
Pick Up	You should check the Vehicle for damage before You drive away and record any variations on the Vehicle Condition Report found on your rental agreement in conjunction with a Hertz Staff. You are invited to take time stamped photographs of the relevant pre-existing damage (these can also be uploaded to our electronic platform My Journey Portal) before leaving the rental location and show a Hertz representative on return.

Roadside Assistance	We provide basic roadside assistance with the Vehicle. It will not cover You for assistance required for incidents that are Your fault (e.g., running out of fuel or electricity, lost keys or locking keys in the Vehicle). The Roadside Assistance number should be used in the event of either an accident or a breakdown. In the event that towing is required because You allowed the EV's battery to fully discharged, You will be liable for that cost.
Return	You may incur additional charges if You return the Vehicle at a different time or place to that agreed with Us or if it the Vehicle is in an excessively dirty condition or has an excessive noxious odour. Smoking in the Vehicle is prohibited. If the Vehicle is returned smelling of smoke an extra cleaning fee will be levied. See **Annexure 3 Damage Policy** for further details.
Out of Hours Return	If We agree to You returning outside location hours, please be aware that You will be responsible for the Vehicle until Our staff regain possession of the Vehicle when the location re-opens. See **Return** section.

What is included in the rental rate	
Kilometres	Your Rental Agreement may note that a per kilometre charge is applicable if a daily kilometre limit is exceeded, depending on the type of Vehicle you rent or your pickup location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the additional distance covered.
Collision Damage Waiver	Collision damage waiver is included in your rental rate and reduces your liability to us for loss or damage to the rental Vehicle or related third party damage to the amount of the applicable Loss Damage Liability (LDL) as stated on your Rental Agreement, except in the event of a Prohibited Use.
Initial Fuel/Charge Supply	Your Vehicle will be provided with a full tank of fuel if the Vehicle is not an EV. If the Vehicle is an EV, We aim to provide You with a battery charged at 90% capacity. See **Fuel and Electrical Charging Policy at Annexure 2**
Roadside Assistance	There is a basic breakdown service included in Your rental to cover call outs for mechanical faults and accidents where You are not at fault (excluding third party accidents). If You are at fault (e.g., if You have locked the keys in the car or run out of fuel or electricity on the road), You will be charged the Roadside Assistance fee.

What is not included in the rental rate

You have the option to add the following items to your rental for an additional charge:

- **Additional driver** – (if not already allowed as a driver under the terms contained within the Key Information section) In all cases we will need to see their drivers licence.
- **Additional equipment**
  - Hertz GPS
  - Infant (child) seats
- **Fuel Purchase Option for ICE Vehicles** – You may choose to pre-pay for a whole tank of fuel in advance, so that you don't need to fill the tank on return (although no refund will be given for any unused fuel).
- **Half Tank Option for ICE Vehicles** – If you are only travelling a short distance, at selected locations you may choose to pre-pay for a half tank of fuel in advance so that you don't need to fill the tank on return (although no refund will be given for any unused fuel).
- **Electricity for EVs** – Rental rates do not include the cost of electricity required to charge an EV. If the EV is returned with a charge level below the battery departure level, or if the EV is recharged by a third party that invoices Hertz instead of you, additional charges may apply (see '**Electric Vehicles (EVs)** section below for more information).

Optional Renter Protection Services see - Annexure 4 are available to purchase for an additional charge and can either reduce or eliminate Your liability to Hertz for loss or damage to the Vehicle (subject to exceptions for some Accessories, and the Vehicle not being used for a **Prohibited Use** of the Vehicle), or provide cover for other purposes depending on the services You select.

A range of **fees and charges** may apply to your rental (see **Annexure 1 (Charges Explained**). The amounts may be specified in the Rental Agreement provided to you on pick up.

We do not cover You for:

- **Parking and traffic fines** You incur on Your trip
- **Private parking charges**
- **Road tolls** (unless You have purchased Hertz Toll Service)

If We receive notices for fines and parking charges during the rental period We will give the authorities Your name, address and driver's licence details and charge a Processing Fee. Toll charges and Processing Fees will be charged to You directly by Hertz (unless You have purchased Toll Service), applied to Your chosen method of payment.

Basics

Agreement

- Your Rental Agreement with us (Agreement) is comprised of:
  - the **Rental Agreement**;
  - these **Hertz Terms and Conditions of rental and**
  - any **Additional Terms** that may be agreed in writing between You and Us.

If Agreement signed In Australia

The Agreement is made with Hertz Australia Pty Ltd ABN 31 004 407 087 of L1 105 York Street, South Melbourne, VIC 3205, or if a Hertz sub-licensee is identified on the Rental Agreement, that sub-licensee (**Hertz, We, Us or Our**).

If the Vehicle is provided by Hertz Australia Pty Ltd, then the Agreement is governed by the laws of Victoria Australia. If the Vehicle rental is provided by a sub-licensee, then the Agreement is governed by the laws of the State or Territory in which the relevant Hertz sub-licensee is situated.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

If Agreement signed In New Zealand

The Agreement is made with "Hertz New Zealand Limited, trading as Hertz (Hertz, We, Us or Our). Or, if a Hertz sub-licensee is identified on the Rental Agreement, that sub-licensee (Hertz or We). The Agreement is governed by the laws of New Zealand.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

In Australia:

- You have consumer rights conferred by the Australian Consumer Law and the Australian Securities and Investments Commission Act 2001, and consumer protection laws of Australian States and Territories (**Consumer Protection Law)**
- Subject at all times to Consumer Protection Law, We will not cover You for indirect or consequential loss, loss of profits or loss of opportunity.

To the extent permissible under Consumer Protection Law, Our total liability to You under the Agreement is capped at the amount paid by You to rent the Vehicle.

In New Zealand:

- You have rights against Us under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986 relating to the Vehicle and other goods or services We provide to You under the Agreement that We cannot exclude or limit (**Consumer Protection Law)**.
- Except for Our liability to You under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, We will not cover You for indirect or consequential loss, loss of profits or loss of opportunity.

Without limiting Our liability under the Consumer Guarantees Act 1993 and the Fair-Trading Act 1986, Our total liability to You under the Agreement is capped at the amount paid by You to rent the Vehicle.

At all times, nothing in this Agreement is intended to exclude, restrict, or modify any implied terms, guarantees or rights You may have under the Consumer Protection Laws applicable in the jurisdiction where this Agreement is entered into.

Responsibility

Ours:

- We are responsible to You for providing the Vehicle in a safe and roadworthy condition and for replacing the Vehicle in the event of breakdown, theft or accident (unless there is a Prohibited Use of the Vehicle).
- We are not responsible for statements made by travel agents or third-party booking services as they are not Our employees or agents
- We must comply with the law, including the Applicable Consumer Protection Law.

Yours:

- You must abide by the terms of this Agreement
- You must provide Us with true and correct information prior to, during, and after Your rental of the Vehicle. This includes providing Us with a valid true and correct driver's licence
- You must care for, use, secure, and return the Vehicle in accordance with the Agreement and pay the amounts due.
- You must ensure that You (and any authorised driver) hold a valid licence to operate the type of Vehicle rented.
- You must ensure that You comply with all applicable laws and regulations relating to the use of the Vehicle.
- You are responsible for all Toll charges (unless you have selected Hertz Toll Service), Infringements, Parking Infringements, and other fines incurred and attributable to Your rental

In New Zealand

- You must ensure that a copy of the Agreement (which may be an electronic copy) is kept in the Vehicle throughout the term of the hire and is produced without delay for inspection by a law enforcement officer.

Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days. For further information regarding our disputes process, please contact our **Customer Care Team**.

In Australia

- You can also contact the **Australian Car Rental Conciliation Service**.

Refer to **Annexure 6 (Contacts)** for a list of contacts.

Privacy

When you rent with us, you consent to us collecting (including by in Vehicle tracking through a Vehicle Monitoring System), using and disclosing your personal information in accordance with our **Privacy Policy,** which is available on our website, noted in **Annexure 5 (Privacy & Credit Notice)** or from any Hertz rental location.

If we provide you with credit, our Credit Policy together with our **Statement of Notifiable Matters** which are available in **Annexure 5 (Privacy & Credit Notice)** will also apply to our collection, use and disclosure of your credit information and credit eligibility information (**credit related information**).

Please see **Annexure 5 (Privacy & Credit Notice)** for further information we are required to tell you when we collect your personal information and credit related information, including the purposes for which your information is collected.

Long term rentals

Where your rental is 30 days or longer you will be invoiced at the end of each 30-day period automatically or at any time agreed with Hertz.

Additional funds to cover the cost of your Rental Agreement will be collected for each 30-day period. Each Rental Agreement will only display rental charges in respect of the period as noted on the Rental Agreement. If your rental is longer than this period, the location staff are able to provide a detailed estimate of the full rental period upon request.

Termination of Rental Agreement

Termination of this Agreement by You:

Early Return

- You may end this Agreement earlier than the Return Date, by returning the Vehicle to the agreed return location as reflected on your Rental Agreement. You must, unless otherwise agreed with the return location, return the Vehicle during the business hours of that location.
- Please contact the return location to make arrangements with them, and otherwise refer to the "Return Procedure" for more information, including in relation to specific rules for return of Vehicles outside of location operating hours.

Breach by Us

You may terminate this Agreement if:

- you are entitled to under any Applicable Consumer Protection Law;

Termination of this Agreement by Us:

Termination for Special Circumstances:

We reserve the right to terminate your Agreement at any time by providing 2 days written or verbal notice (including by email or SMS) (or if notice is not reasonably practicable, no notice), if any of the following circumstances occur (Special Circumstances):

- We are required by the police any other regulatory authority to regain or take possession of the Vehicle;
- You have not paid an invoice or any other request for payment or your chosen method of payment (if not cash) is declined, or your bank reverses the charges made and you fail to pay the amount due within 24 hours of being notified by Hertz that the invoice is outstanding;
- The Vehicle is not returned by the agreed return date;
- We reasonably believe that a Material Breach of the agreement has been or will be committed;

Reminder, a Material Breach of the agreement occurs if:

- The Vehicle is used for a Prohibited Use;
- The Vehicle is driven on a Prohibited Road;
- The Vehicle is driven by an individual that does not meet the licence and age requirements set out in this agreement;
- You or an authorised driver provide false or misleading information to us prior to, or throughout the term of the rental, which may reasonably be considered as material to our decision to grant you and / or continue to grant you, a rental.
- Such material information includes matters such as name, licence status, address, or incident that occurs during the rental;

Refer to the list of Prohibited Uses at **Annexure 8 (Prohibited Uses)** and the list of Prohibited Roads at **Annexure 7 (Prohibited Roads)**

Consequences of Termination of this Agreement

Subject to any Applicable Consumer Protection Law, upon termination of this Agreement (either by you or us):

- Where it is safe and reasonable to do so, you must return the Vehicle to the agreed location reflected on the Rental Agreement and comply with the Returns Procedure on arrival.
- Any obligations under this Agreement that are capable of surviving the termination or expiration of this Agreement, do.
- You must pay to us any monies owed to us under this Agreement.

Subject to any applicable Consumer Protection Law, if you terminate this Agreement due to a breach by Us, our liability shall be limited to the amount of monies you have paid to Us in respect of the rental.

Termination of Agreement by Us:

If this Agreement is terminated, you may be liable for the below:

- Loss or damage caused, including Loss of Use which is payable until the Vehicle has been repaired or replaced or recovered if it has been stolen;
- Loss or replacement of the Vehicle as a result of theft;
- Third party loss related to your use of the Vehicle;
- Storage, towing, repossession and recovery fees
- Administrative and legal costs of recovery;
- Accrued amounts owing to us prior to termination; and
- Without limiting Our rights or remedies under this Agreement, in addition to the above, You acknowledge and agree that We (or Our agent or contractor), may be required to enter Your premises to recover the Vehicle, in which case We will exercise due care to ensure that no damage beyond what is reasonable is caused to the premises;
- You may be placed on Suspended Rental Status, which will result in you not being permitted to the rent any Vehicle from us or our affiliates in the future.

Please note charges and fees and other liabilities that you may be required to meet are peculiar to particular circumstances of termination. Refer to our **Damages Policy Annexure 3 (Damage Policy)**

Electric Vehicles (EVs)

EV Basics

- Daily rental rates do not include the cost of electricity required to charge an EV. We will generally provide an EV You with up to 90% charge and ask thar You return it with no less than 15% charge.
- You may use public charging networks to recharge your EV.
- Our EVs have a standard battery capacity and range. The performance of that battery depends on the conditions under which it is operated, which is the responsibility of the driver.
- The battery charging limit on Your EV rental should be set at 90% maximum. This limit should only be increased to 100% in critical circumstances, as doing so can lead to significant battery degradation.
- Our EVs come with 2 charging cables. It is important to look after both cables and ensure they are returned undamaged with the Vehicle. The cost for each replacement cable is $500 excluding GST, which will be charged to You if necessary.
- Our EVs come with a keycard. You must take good care of this keycard and ensure it is returned undamaged with the Vehicle. The cost for a new keycard is $50 excluding GST, which will be charged to You if You lose or damage it.
- Any underbody or battery damage caused by driving an EV over foreign objects is not covered by LDL or Optional Renter Protection Services , and You will be liable for the full amount of this damage.
- Hertz will not be responsible for removing any personalisation created in the EV. For example, if You sign into Netflix or Spotify, then You are responsible for logging out at the end of Your rental. Hertz is not responsible if you fail to log out and another renter uses your account
- EVs must not be driven through an automatic car wash; this is a Prohibited Use. Damage that occurs from driving an EV through a car wash is not be limited to the LDL or covered by any Optional Rental Protection Services, and You will be liable for all costs associated with damage caused from this Prohibited Use.

EV Additional Charges

Government/Council Road User Recovery:

The government or council (as applicable) may have road user charges applied to EVs based on km's driven. Where applicable we will charge any such fees to you, based on your departure location. We will pass on the applicable fees collected from you to the appropriate government or council bodies.

Recharging Costs

If You return the EV with a battery that is charged to a level less than the level that we provided the EV with to You at the start of Your rental:

- You will be required to pay the EV Battery Recharging Service fee to restore the battery to the level We supplied You at the beginning of the Rental; and
- In addition, if You return the Vehicle at 15% battery level or less, We will apply Low Battery Recharging Service fee.
- We allow a grace of 5%, We do not charge any costs associated with bringing the Vehicle back with a battery level between 85% - 90%

If You return the EV with **at least the same level of charge** as was provided to You, then:

- If You used a Hertz account 3rd party recharging station and this recharging cost is passed to Hertz (rather than paid for by You), We will pass on these recharge costs to You upon receipt of an invoice from the EV charge provider and apply an EV Administration Processing Fee.
- Otherwise, If You recharged the EV entirely at Your own cost, no such fees (EV Battery Recharging Service fee or EV Administration Processing Fee) will be payable.

Any applicable charges will be processed on Your card. Please see **Annexure 1 (Charges Explained)** for more information on these fees that may be payable.

Pick Up

Charges

- You agree to pay the rental rate for the Vehicle, compulsory fees, fees for any optional services and other fees that may arise during your rental. Please see **Annexure 1 (Charges Explained)** for an explanation of these fees.
- A valid physical credit or debit card must be provided on pick up for security purposes. The credit or debit card must be in the name of the renter who is collecting the Vehicle. Apple Pay, Android Pay & Samsung Pay are accepted but not at all locations. Cash is accepted at participating locations on return of the rental Vehicle.
- Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental for the period indicated on the Rental Agreement (if the charges have not been prepaid). If your rental is for a longer period, the location can provide a full estimate on request. You agree to pay those charges and any other fees that arise by the end of the rental period.

Important

We typically reserve an amount on your chosen method of payment (or take a deposit) at least equal to the estimated charges plus a security bond (amount is shown on your Rental Agreement). This reserved amount may be released (or deposit refunded) on return of the Vehicle following payment of the rental charges. For a further explanation on the Rental Agreement charges, discuss with the location staff at time of pick-up or check online before travelling. See **Annexure 6 (Contacts)**

Vehicle

Condition: It is your responsibility to check the overall condition of the Vehicle at the start of the rental period and on return. We will provide a summary of any pre-existing damage on our **Vehicle Condition Report** on your Rental Agreement, and you will also receive an email to grant you access to the My Journey Portal platform which allows you to view the most recent photos of the Vehicle allocated to you. You are invited to take a time-stamped photograph of the relevant pre-existing damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with a time/date stamp within 60 minutes of leaving the rental locations.

Important

You are responsible for returning the Vehicle in the same condition as it was in when we provided it to you, subject to fair wear and tear. Our fair wear and tear guide link can be found in **Annexure 3 (Damage Policy)** Please see the Damage and Loss section to understand your responsibility for damage and loss to the Vehicle and **Annexure 3 (Damage Policy)** to understand how we will process damage caused during your rental.

Key Information

Purchase Options for ICE Vehicles

Full Tank

You might find it more convenient to pay for a full tank at the start of the rental and save time refueling on return by taking this option (although no refund will be given for any unused fuel).

Half Tank

If you are travelling a shorter distance, it may be more convenient to pay for a half tank at the start of the rental and save time on refueling by returning the Vehicle at half a tank (although no refund will be given for any unused fuel).

- Please see the '**Electric Vehicles (EVs)**' section for information on electricity recharging options.
- Please see **Annexure 2 (Fuel & Electrical Recharging Policy)** for a full explanation of your options.
- In respect of all Vehicles, including Commercial, Prestige, Adrenaline or Dream Collection, you must only refuel with the type of fuel specified by Hertz location staff.

Important

Fuel gauges may still indicate "full" many kilometres after a Vehicle was last re-filled. We ask you refill the Vehicle within 15 km of the return location. We reserve the right to apply a small charge if it is subsequently found additional fuel is needed although the gauge shows as full – please ask at the rental counter for details.

Child Seats: It is your responsibility to ensure that appropriate child seats have been fitted for children travelling in the Vehicle. Hertz is not responsible for any fines, injury, death or other losses caused by not having child seats fitted in the Vehicle or by children not being restrained in child seats fitted in the Vehicle. Children that require a child seat must not travel in a Vehicle from the Hertz Adrenaline or Dream collection as you are not permitted to fit child seats in those Vehicles.

Important

You must comply with mandated seat belt and child seat restraint laws applicable to each Country. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint. You are responsible for checking a child seat is fitted correctly in the Vehicle.

You must not leave a child unattended in the Vehicle.

You are responsible for the child seat in the Vehicle.

Important

Vehicle Cleanliness

You may incur an additional Cleaning Fee or Cleaning Administration Fee if the Vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco from smoking in the Vehicle;
- dirtiness or smell odour caused by having animals in the Vehicle
- excessive dirt, sand, animal hair or mud on the interior or exterior of the Vehicle

Important

Snow Regions

- There are special restrictions that apply when driving a Hertz Vehicle in an alpine region. If these restrictions are not complied with You may be responsible for any and all damage arising from the use of the Vehicle in an alpine region and liability waiver purchased will not be applicable. If You are planning to travel to the snow, please check with Your Hertz location that the Vehicle is fit for purpose and whether snow chains are required.
- You must ensure that the Vehicle complies with any legal requirements relating to fitment of snow chains and that the snow chains are fitted correctly. Failure to do so will be considered a Prohibited Use and You will be fully liable for any resulting damage. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and hub caps must be replaced on the Vehicle when the chains are removed.

Important

If the Vehicle is used for a Prohibited Use:

- you are responsible for any damage or losses up to the full value of the Vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the 'Damage and Loss' section.
- your liability is not limited to the Loss Damage Liability (LDL);
- you lose the benefit of any Optional Renter Protection Services you have purchased; and
- we may terminate the Agreement and take back the Vehicle at any time at your expense

Domesticated Pets, Assistance Animals & Disability Assist Dogs

Domesticated Pets, Assistance Animals & Disability Assist Dogs

Domestic pets and assistance animals are permitted in Our vehicles. Any damage or excessive hair or dirt caused by transporting an domestic pets in Our vehicles will be a breach of the Agreement and you may be charged for such damage and cleaning costs. You are responsible for ensuring domesticated pets, assistance animals and disability assist dogs are appropriately restrained, as required by law, while in the Vehicle.

Domesticated Pets:

- Domesticated pets are animal species such as cats and dogs that ordinarily reside in Your household. This excludes farm animals, wildlife and any non-domesticated species.
- **Assistance Animals** If this Agreement is signed by You in **Australia**, assistance animals have the meaning prescribed by the *Disability Discrimination Act 1992* (Cth).
- If this Agreement is signed by You in **New Zealand**, disability assist dogs have the meaning prescribed by the *Dog Control Act 1996*.

Drivers

- As the renter You may allow other persons to drive the Vehicle provided that You have checked that the person meets the age and licence requirements specified in this section and that they are either:
- a member of Your immediate family who is permanently living with You;
- Your employer, employee, fellow employee or partner and the rental of the Vehicle is for business purposes; or
- a person who is contracted to perform work for You, or Your employer, or an employee of a person or entity who is contracted to perform work for You, or Your employer, and the rental of the Vehicle relates to the performance of work; or
- any other person approved in writing by Hertz.
- If a driver does not meet the above requirements, they must be added to the rental as an additional driver and must show Us their licence. An Additional Driver Fee is payable.
- provisional licenses are accepted as long as it complies with the below points. Drivers are required to abide by applicable laws and restrictions including displaying any provisional plates.
- satisfies any other conditions on the Rental Agreement or

and must hold and present a current driver's licence that:

- a physical or a digital licence (that can be verified by the relevant government agencies authentication process at the time of pick up. Only approved countries digital licences are accepted);
- is in English or, if not in English, is accompanied by a certified English translation.
- is valid for driving the Vehicle.
- is not a learner's permit or exceptional licence;
- the driver has held for at least twelve (12) consecutive months (including a provisional or full licence);
- If the Vehicle provided is from Hertz's Adrenaline or Dream collection, You and any person driving the Vehicle must be at least 25 years of

age (unless approved in writing by Hertz) and

In Australia

- You and any person driving the Vehicle must be 21 years of age or over (unless approved beforehand in writing by Hertz)
- If the Vehicle is rented in Tasmania, you must not allow any other person to drive the Vehicle unless they have been added as an additional driver and presented a valid drivers' licence at the nearest Hertz location.

In New Zealand

- You and any person driving the Vehicle must be 18 years of age or over

Foreign Licences

You are required to provide a copy of your international licence in English or a translation accompanying your international licence. Digital licences are only accepted for approved countries.

First Time Renters

If you are a first-time renter paying with a debit or credit card, live within 100kms of the city in which the Vehicle is being collected and your booking is not associated with a corporate account or insurance replacement rental, additional identification and payment requirements will apply to your rental. In such cases, renters will be required to provide a debit/ credit card in the name of the renter and also current proof of address.

Renters will also be charged a bond of either $500 (passenger and commercial Vehicles) or $1,000 (prestige and adrenalin Vehicles).

In order to establish the renters, address the renter must provide proof by way of proof of address documentation (refer below) which must be dated within 3 months of the rental. In the event that the Drivers Licence address is not current, the Renter must provide two (2) proof of address documents with one being a utility bill or property lease agreement.

Proof of Address Documentation:

- Property Lease Agreement
- Utility Bill
- Telephone Account
- Letter of Employment
- Official Government Paperwork

During Your Rental

Fines, tolls and other charges

In Australia

- You are responsible for all fines, private parking charges, road tolls and other similar charges (including parking fines or charges) incurred in relation to the Vehicle during the rental period. We will work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you either the Toll Administration Processing Fee or Infringement Administration Processing Fee (each a Processing Fee). If you incur toll charges during the rental, we will charge you for those tolls plus the **Processing Fee** (unless you have purchased Hertz Toll Service). These charges will be processed on your chosen method of payment as detailed in **Annexure 1 (Charges Explained).**
- You have the option of purchasing Hertz Toll Service to pay for the toll charges incurred during your rental plus a toll service fee.

In New Zealand

- You are responsible for all tolls, fines, private parking charges and other similar charges incurred during the rental including infringement fees for speeding or parking offences, offences relating to a failure to comply with directions given by a traffic signal or offences under the Freedom Camping Act 2011 (such as freedom camping in breach of local bylaws).

- If an offence is committed during the rental period:
  - you will be liable for the costs related to that offence, whether or not you were the driver at the time;
  - we will transfer liability for the offence to you by passing on your details to the relevant authority and charge you a processing fee. The processing fee is charged to your Card provided at the time of Rental;
  - you have the right to challenge, complain about, query or object to the alleged offence directly to the authority that has issued it; and
  - you have the right to ask for a court hearing in connection with any offence (but you must ask for this within 56 days of the offence notice being issued, or within 28 days of the reminder notice).
- In the event that we are unable to transfer liability for the offence to you by passing on your details to the relevant authority, we will charge your Card for the total amount of the offence, and we will pay this to the appropriate authority as soon as we can.

Important

- In addition to any fine, parking charge or toll you incur, we may also apply a Processing Fee to reimburse us for the time and costs we incur in dealing with these matters. Please refer to **Annexure 1 (Charges Explained)**

Breakdown

- **Assistance:** If you experience any problem with the Vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the Vehicle and call our roadside assistance (see **Annexure 6 (Contacts)**) and they will arrange help. You must not re-commence driving the Vehicle unless directed to do so by the roadside assistance service. You must not move the Vehicle unless this is necessary to prevent further damage to the Vehicle or damage to other property or Vehicles.
- If the Vehicle is from the Hertz Prestige, Adrenaline or Dream collection, you may be provided with roadside assistance from the manufacturer. The details of this service will be provided in the Vehicle's service book. You must contact the manufacturer roadside assistance service as soon as you can if:
  - the Vehicle breaks down;
  - a warning light or message becomes illuminated or displayed in the Vehicle; or
  - any other event occurs which affects the performance or safety of the Vehicle. If the manufacturer roadside assistance service cannot be contacted, you must contact Hertz's roadside assistance or the customer care centre **(see Annexure 6 (Contacts).**

- **Cost:** we will provide roadside assistance without cost to you for problems with the Vehicle that were not your fault. If the problem was your fault (e.g., running out of fuel, losing the keys or locking the keys in the Vehicle), you will be responsible to us for the cost of providing roadside assistance and any parts provided. See **Annexure 1 (Charges Explained)** for charges associated with roadside assistance and towing.
- You must not allow anyone to service or repair the Vehicle without our permission in writing.

Important

If you are renting a Vehicle in Tasmania Australia, you may be requested by government authorities to present a Tasmania Transport Commission accreditation certificate. Hertz is an accredited Hire & Drive Passenger Service issued by the Transport Commission of Tasmania and we display our certificate in all operational locations and provide an online link for our rental customers to access online at www.hertz.com.au/ttaccreditation.

Care: You are responsible for looking after the Vehicle and reducing the risk of breakdown and damage by making sure there is not a Prohibited Use of the Vehicle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids are maintained at the specified level, refilling as necessary.

Maintenance: In the case of a long-term rental (being a rental over 30 days), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, or a service indicator illuminating on the dashboard). You must contact the nearest Hertz location to arrange return of the Vehicle to be serviced or exchanged.

Refer to **Annexure 1 (Charges Explained)** and **Annexure 4 (Optional Renter Protection Services)** for more detail.

Accidents

If you have an accident or if the Vehicle is stolen, you agree to co-operate with us and/or our insurer in any investigation or subsequent legal proceedings. Failure to do so may incur additional costs, loss or damage that will be charged to you. You must also take the following steps:

- **Notification**: you must inform Hertz in the event of any accident irrespective of whether it results in the Vehicle being damaged or lost, or in the event of theft. You must report the accident to Hertz as soon as practicable and in any event within 24 hours. **In the event that you fail to notify Hertz within 24 hours and Hertz incurs additional costs as a result of the failure to inform, then you may be charged for any additional costs reasonably incurred by Hertz**. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.
- **Vehicle Incident Report (VIR):** complete the VIR providing the details of your accident or the theft including any third-party information even if there is no damage to the Vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the Vehicle. Alternatively, the VIR can be found online or **Annexure 3 (Damage Policy)**
- **Do Not Admit Fault**: if you have an accident involving another Vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, Vehicle registration, Vehicle make/ model and a copy of the police report if one has been created.
- **Replacement Vehicle at Hertz's discretion:** Hertz may exercise reasonable discretion to terminate your rental and not provide a replacement in the event of an accident or theft of the Vehicle
- Further details regarding accidents are in **Annexure 3 (Damage Policy).**

Important

- You must provide all information related to the accident within 48 hours of any requests made by Hertz or our insurer, including any papers or other documents received by you concerning the accident.
- You consent to and authorise Hertz and/or our insurer to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- **Hertz** may exercise reasonable discretion to terminate your rental of the Vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the Vehicle. Full list of **Prohibited Uses.**

Damage and Loss

Responsibility:

- If the Vehicle is lost, stolen, abandoned or damaged during the rental (e.g., involved in an accident), in respect of each individual incident you may be responsible even if it was not your fault (e.g., other driver's fault). This liability applies except to the extent that:
  - the damage constitutes fair, wear and tear on the basis that it does not fall within the definition of "Damage" specified in the Definition of Damage Flyer found on our website, in **Annexure 3 (Damage Policy)** or provided to you at the start of your rental;
  - the loss or damage is directly due to our negligence or willful default including our failure to properly maintain the Vehicle; or
  - acting reasonably, we form the opinion that the damage or loss was caused by a third party you have complied with your obligations under the Accidents section. and that you have provided us with sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable liability (whichever is less) per incident and if the loss or damage is recovered, we will refund you any difference owed.

In Australia

- the damages include personal injuries covered by compulsory third-party insurance or a statutory transport accident compensation scheme.

Important

Incident Damages:

If the Vehicle (including keys or accessories is lost, stolen or damaged, for each incident You are responsible for:

- the loss or damage to the Vehicle.
- any towing and storage charges.
- loss of rental income; and
- other losses or expenses related to the incident,

up to the Loss Damage Liability (LDL) amount per incident (unless the loss or damage arose as a result of a Prohibited Use – in which case Your liability will not be limited to the LDL amount).

You must complete an Incident Report (during or within 24 hours of the end of Your rental period) to benefit from any reduced or waived liability in this regard.

The Incident Report can be given to You by our staff at the Rental Counter, or it is accessible online refer to **Annexure 3 (Damage Policy)**

Calculation of loss of rental income

- Loss of rental income will be calculated by multiplying the number of days the Vehicle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that Vehicle.

Optional Renter Protection Services

- If you have purchased an Optional Renter Protection Service, your liability will be reduced to the LDL shown in your Rental Agreement and My Journey Portal.

Consequences of using Vehicle for a Prohibited Use

- If the Vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the Vehicle, you may be liable to us for that loss or damage to the Vehicle up to the full value of the Vehicle. You may also be liable for:
  - the Hertz Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the Vehicle or the Processing Fees for other types of loss or damage (e.g., cleaning due to smoking in Vehicle).
  - any towing and storage charges.

- loss of rental income; and
- other losses or expenses related to the incident.

- Your liability to us will not be limited to the LDL shown on your Rental Agreement or shown in your My Journey Portal if you have engaged or otherwise permitted the Vehicle to be used for a Permitted Use. If you have purchased **Optional Renter Protection Services** this will not apply to limit your liability.
- You are responsible for any third-party property damage or loss arising from the Prohibited Use of the Vehicle and you must indemnify us for any claim made against Hertz for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the Vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Hertz may charge any third-party property damage or loss arising from a Prohibited Use to your chosen method of payment provided at the time of rental.
- If the Vehicle is used for a Prohibited Use, or if we have reasonable grounds to suspect that it has, we may terminate the Agreement and take the Vehicle back at any time at your expense.

For details on the Hertz Claims Management Fee, the External Damage Assessment Fee or the Processing Fees, see **Annexure 1 (Charges Explained)** and available online.

Important

If the Vehicle is lost or damaged because of a Prohibited Use, you are responsible for :

- cost of repairs or the full value of the Vehicle;
- the Hertz Claims Management Fee and the External Damage Assessment Fee, or Administration Fee;
- any towing or storage charges;
- loss of rental income **(See Calculation of loss of rental income);**
- towing and storage charges; and
- other losses or expenses related to the incident including third party costs and losses.

If the Vehicle is used for a Prohibited Use, to the extent allowed under applicable law, your liability will not be limited and our **Optional Renter Protection Services** will be void. See full list of **Prohibited Uses.**

Calculating and charging for damage

The process set out below for calculating and charging for damage only applies if you did not purchase Optional Renter Protection Services that reduce Your LDL.

Vehicles which are lost, stolen, or involved in an incident with a third party.

- If the Vehicle is lost, stolen or damaged or a 3rd party is involved in the incident, Hertz will charge your Card (as defined in **Annexure 1 (Charges Explained)** at the LDL level indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages. After the investigation and damage assessment concludes, Hertz will do one of the following:
  - if Hertz finds that you were not liable for the incident and Hertz is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
  - if Hertz finds that you are liable and:
    - The LDL amount charged on your Card was more than the amount of the Incident Damages, Hertz will refund you the difference; or
    - If the amount of the Incident Damages was more than the LDL amount charged on your Card; no further charges will be levied.

Vehicles which are damaged and do not involve a third party.

If the Vehicle is damaged and no third party is involved in the incident, Hertz will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment.

After the damage assessment concludes if the assessment determines that you were responsible for the damage then Hertz will charge your Card (as defined in **Annexure 1 (Charges Explained)** with prior notification (where you have provided a

valid email address). The amount charged will be the amount Hertz has assessed as being the Incident Damages up to the LDL amount stated on your rental agreement.

If there has been a Prohibited Use which has led to loss or damage, then you will be liable for all costs and damages associated with the incident. This is the position even if Optional Renter Protection Services have been purchased.

For details on how Hertz calculates loss or damage to the Vehicle and how we will charge you, see **Annexure 3 (Damage Policy)**.

Security: You are responsible for the security of the Vehicle and any accessories provided and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure the Vehicle is locked. You must also comply with our return instructions (see **Return** below).

Purchase of insurance from third party: If you have purchased **excess waiver insurance** or similar from a third party to cover your liability to Hertz, you will remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Personal possessions

You are responsible for loss or damage to your or your passengers' personal possessions in the Vehicle even if it was not your fault. Your liability will not be limited to the LDL. Loss or damage to personal possessions is not covered by any Optional Renter Protection Services.

Travelling via Ferry

We do permit vehicles to travel on certain ferries however you must have prior permission from Hertz before transporting vehicles on ferries.

Return

Obligation to Ensure Vehicle is Returned

You must ensure that the Vehicle is returned:

- To the return address, and by the date and time reflected on your Rental Agreement; and
- Subject to **Fair Wear and Tear**, in the same condition as it was at the commencement of the Rental Period.

Except in cases of theft, or Accident, if the Vehicle is not returned in accordance with this Agreement, you will be in **Material Breach** of this Agreement.

Variations

If you want to request a change to the return time, return date, return location, or arrange for us to collect the Vehicle:

- You must phone the number provided on the Rental Agreement and make your request; and
- You must make the request before the return time and return date stated on the Rental Agreement.

Any changes to the Rental Agreement, are subject to our discretion.

You may be subject to additional charges, depending on the type of changes to the Rental Agreement we agree to with you. Any additional charges that may apply will be explained to you when you contact the return location.

Examples of the additional charges that may apply include:

- If we agree that the Vehicle may be returned to a location different to the one stated on the Rental Agreement, then you may be charged a One Way Fee, and/or reasonable estimate of the costs.
- If we agree that we will arrange for the Vehicle to be collected (rather than returning the Vehicle to the address on the rental agreement), then **Delivery & Collection Fees**
- If we agree that the Vehicle may be returned on the same date and at the same location on the Rental Agreement, but later than the time specified on the Rental Agreement, then in circumstances where the agreed “later time” is within the Hertz locations staffed hours, then you may be charged an **Additional Rental Day.**
- If we agree that the Vehicle may be returned at a date after the date on the Rental Agreement, then you will be charged the applicable fees and costs for the extension.

You will not be charged an Additional Rental Day if the “later time “that the Vehicle is returned, is within 59 minutes of the original agreed time stated on the Rental Agreement.

Key Information

Your rental charges are calculated in 24-hour periods from the time shown on the Rental Agreement. If you return the Vehicle more than 59 minutes late you enter into a new 24-hour period and will be charged for that and every successive 24-hour period you enter at a current, standard rate.

- To help you, we typically allow a 59 minute ‘grace period’ to return the Vehicle without being charged an extra day.
- Returning to a different location may incur a One Way Fee and other charges

Outside of Operations Hours

This is a special situation outside of our standard business practice which must be agreed to by both parties.

We may agree that the Vehicle can be returned to the agreed return location outside of the agreed return location’s staffed hours within the following timeframe (Out of Hours Time Frame):

- Before the commencement of staffed hours of the location on the agreed date’ or
- After the staffed hours of the location and before the commencement of staffed hours on the day after the agreed return date.

BEWARE that in such circumstances:

- You must comply with “Return Procedure - Vehicle returns Outside of operating Hours” (below); and
- You acknowledge and agree that You will remain responsible for the Vehicle until the location reopens per normal staffed hours.

If the Vehicle is vandalised or stolen after it is returned to an agreed location outside of staffed hours, you will be liable in accordance with the Damages Policy at **Annexure 3 (Damage Policy).**

When the agreed location reopens in accordance with its normal staffed hours and Our staff regain possession and control of the Vehicle, you will no longer be responsible for damage or loss to the Vehicle that occurs after that time.

Please note that the position above is due to the fact that even if the Vehicle is returned to the agreed location, we do not practically regain possession or control of the Vehicle because Our staff are not at the location.

By prescribing the Return Procedure below for returns outside of staffed hours, we do not accept responsibility for the Vehicle.

Because the risk of loss or damage to the Vehicle remains with you until Our staff regain possession or control, you should consider whether returning the Vehicle outside of operating hours is appropriate for your circumstances.

Standard Procedure on Return

- If the Vehicle will be returned during operating hours at the agreed return location refer to: **General Return Procedure**
- If we agree that you can return the Vehicle outside of operating hours, refer to **Special Return Procedure – Vehicle returns outside operating Hours**.

General Rental Procedure

Remove any personal property from the Vehicle.

You are to remove any personal possessions from the Vehicle. We are not responsible for loss of damage to any of your or your passenger’s personal possessions sustained throughout or after Rental Period. We will take reasonable steps to return any personal property we find in the Vehicle to you however, we accept no liability or obligation to do so, and you will be responsible for paying for the costs incurred or payable for any return.

Fuel and Electrical Charging

You must ensure that the Vehicle is returned in accordance with the **Fuel and Electrical Charging Policy at Annexure 2**

We inspect the Vehicle you rented from us for loss or damage as soon as reasonably practicable, but generally within 60 minutes of the Vehicle being returned (or within 60 minutes of the location reopening), we will inspect the Vehicle to determine whether the Vehicle has sustained any damage during the Rental Period, not attributable to **Fair Wear and Tear**.

You should allow time to complete the inspection of the Vehicle with our staff and agree on any damage that is identified. If you don’t have time to do this or you return the Vehicle outside of staffed hours, the Vehicle will be inspected in your absence.

In the assessment, we compare the condition of the Vehicle upon return against the condition of the Vehicle at the start of the rental as documented by:

- Vehicle Condition Report given by us at the beginning of the Rental Period.
- Any time-stamped photos we have and those that may have been uploaded on “My Journey Portal” when the Vehicle was picked up or uploaded within 60 minutes of the Vehicle being picked up in circumstances when the Vehicle was picked up in poor weather or bad lighting conditions.

Damage identified during the post-rental inspection and our assessment of it is subject to our Damage Policy at Damage Policy at **Annexure 3 (Damage Policy)**.

Special Return Procedure

Vehicle Returns Outside Operating Hours

If we have agreed that the Vehicle is to be returned within the after operating hours' time frame, then in addition to the requirements of the standard return procedure stipulated above you must ensure the following:

- You must confirm with the location where the Vehicle is to be parked and where the Keys are to be placed after the Vehicle is locked
- Keys must not be given to anyone even if they appear to be our staff when the Vehicle is returned outside of staffed hours.
- Time-stamped photographs of the Vehicle condition are taken and uploaded to **My Journey Portal.**
- Note that an after hours fee may apply, See **Annexure 1 (Charges Explained)**

Missing Key Not Returned

In the event you forget to return the key when you return the Vehicle, we will attempt to make contact with you if you haven't contacted us prior. The key must be returned to the closest Hertz location or location where the Vehicle was returned. We allow 24 hours for you to arrange the return of the key otherwise we will class this as a prohibited use, and you will be billed for the key replacement cost.

Providing Credit

- If you do not pay the full balance of rental charges due on your return of the Vehicle (for example, because we cannot process the payment on your credit card) you agree that this constitutes an application by you for credit because the payment of this balance will then be deferred by us for at least 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date, we may process the payment of the full amount on your card.

Charges

Charges

Notification: We will check the Vehicle on your return and add

any additional charges that may arise from your use of the Vehicle, such as for fuel. We will provide you with a revised invoice on return of the Vehicle if the amount owing is different to the estimate of charges provided at the start of the rental. We will charge your Card (as defined in **Annexure 1 (Charges Explained)** on return of your Vehicle with the additional amounts set out in the revised invoice.

As some charges can't be finally determined on return such as the fines and tolls, we receive relating to your rental or damage to the Vehicle, we may recover these additional charges by charging your Card within 90 days after the rental period.

We will provide notice to you of these charges by email on request or you may download the final invoice via your My Journey Portal available via our website. If these charges are not paid (e.g., credit card is rejected or invoice is not paid) for 7 days, you **agree that this will be an application by you for credit**.

If you do not pay the amounts due to Hertz under your Rental

Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained).**

Please see **Annexure 1 (Charges Explained)** for further information.

Charging your card

- You must pay Hertz for all charges with a credit, Visa/ MasterCard debit or charge card that is accepted at the pickup location (Card) or by cash.
- You also authorise Hertz to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount advised at the time of reservation.
- Some Hertz locations accept cash for the cost of your rental, however, a valid credit / debit card must be provided to authorise the estimated cost of your rental and any bond upon collection. Once the Vehicle is returned, the authorisation will be released, and you can pay in cash or by card for any costs at this time.
- You authorise Hertz to charge the Card that you provided to pay the rental charges or for the security bond, with any amount that you owe

Hertz under the Agreement up to 90 days after the Vehicle has been returned. If the Card is not in your name, you guarantee that Hertz has the authority to charge the Card under the Agreement.

- Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the official cash rate for the country the rental occurred in plus a 2% margin.

In Australia

- We may provide you with credit under the Agreement by deferring payment of your rental charges for 7 days or more. If we do, we will fall within the definition of a 'credit provider' under the Australian Privacy Act 1988, and the Credit Reporting Code registered under that Act. Depending on who you are and the purpose of your rental arrangement, we may provide you with commercial or consumer credit.

Annexure 1 – Charges explained

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental for maximum number of days as noted on your Rental Agreement. These charges may typically include the following:

Compulsory	
Rental Rate	The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap on the daily rental charge.
Kilometre Rate	You may have limited kilometers depending on your pickup location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and may vary based on the type of Vehicle and the rental location. If you exceed this daily allowance, a charge may apply for the distance covered.
Location Service Fee	This is an additional fee charged at certain locations to reflect the higher cost of providing services from there. This fee varies from location to location and can be a flat fee or percentage of charges as shown on the Rental Agreement.
Ferry Fee^	Additional fee at certain ferry locations This fee is a flat fee as shown on the Rental Agreement. The amount that applies at each location is specified on our website
Young Driver Surcharge	Will apply if you or any additional driver is **24 years and under in Australia and 20 years and under in New Zealand**. You will be advised of the surcharge at the time of reservation. The charge per Young Driver is capped at 7 days per 30 days rental (i.e., pay for 7 days, get up to 23 additional days free).
Administration Fee*	Only applicable in **Australia** A percentage rate as noted on the Rental Agreement in relation to administration functions undertaken.
Vehicle Registration Fee*	Only applicable in **Australia** Fee to cover cost of registration fees for Hertz Vehicles.
Road User Recovery Fee*	Only applicable in **Australia** the government or council (as applicable) may have road user charges applied to EVs based on km's driven. Hertz will charge any such applicable fees to you, based on your departure location. Hertz will pass on the applicable fees collected from you to the appropriate government or council bodies.
Road User Charge^	Only applicable in **New Zealand** Will apply if a diesel Vehicle is rented and will show on the rental agreement as a per km charge based on the kms driven whilst on rent. The fee is set by NZTA and covers the cost of upkeep for NZ roads

Optional	
Additional Driver	We apply a standard fee for each additional driver added to your rental. You will be advised of the surcharge at the time of reservation. The charge per Additional Driver is capped at 5 days per 30 days rental (i.e., pay for 5 days, get up to 25 additional days free).
One Way Fee	May apply if you return the Vehicle to a location different from the start location. You will be advised at the time of reservation if you are permitted to return the Vehicle to a different location and if so, any applicable fee.
After Hours Fee	May apply if you request that your Vehicle be available for collection outside a Hertz location opening hours. You will be advised of the charge at the time of request. (Not available at all locations)
Delivery & Collection Fees	May apply if you request that your Vehicle is delivered to or collected from a location other than our rental location. You will be advised of the charge at the time of the request.

Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been accepted or declined by you or are otherwise included in your rate. We also show the Loss Damage Liability (LDL) applicable to your rental..
Early Return Fee	May apply if you return the Vehicle prior to the return date and time outlined on your agreement
Optional Equipment	The Rental Agreement lists any optional equipment you have selected, such as infant seats, and Neverlost (GPS), showing the full charge for the rental period. The charge for GPS is capped at 10 days per 30 days rental (i.e., pay for 10 days, get up to 20 additional days free). The charge for infant seats is capped at 4 days per 30 days rental (i.e., pay for 4 days, get up to 26 additional days free).
Card surcharge	The percentage rate as noted on the Rental Agreement of any amount charged to a Card to recover the costs or acceptance of the card, or otherwise in accordance with applicable laws.

Total	
Estimated Rental Charge	Your total estimated charges lists the rental rate, discounts and applicable kilometre charges at the start of the rental excluding GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the Vehicle during your rental and only display the maximum number of days as noted on your Rental Agreement.
Subtotal	Your subtotal before any applicable fees are applied.
Total Estimated Rental Charges	Total of all estimated charges including GST.

Potential Additional Fees

You may incur additional fees as a result of your use of the Vehicle or other incidents that occur during the rental (aside from your liability for damage or loss to the Vehicle). These include the following:

Fuel / Battery	
Refueling Price	If you don't fill up the Vehicle on return and haven't opted for FPO or Half Tank of Fuel, we will charge you a price per litre to fill the tank. The refueling price is specified on the Rental Agreement.
Fuel Purchase Option (FPO)	You have the option of paying for a full or half tank upfront at a rate per litre advised to you at the time of reservation (although no refunds are given for any unused fuel).
EV Battery Recharging Service Fee	You are liable for any reduction in battery charge percentage from when you picked up your EV to when you returned it (no refund will be provided if this figure is higher, upon return). If we are required to recharge the EV to return it to its battery departure level, we will charge you a price per kilo watt (kWh), as detailed on your Rental Agreement.
EV Low Battery Recharging Service Fee	If You return a Vehicle that is an EV, with a battery charged at 15% or less, We will charge an additional recharging service fee, as detailed on Your Rental Agreement. because of the time it will take for Us to recharge the Vehicle to 85%

Vehicle Condition	
Hertz Claims Management Fee	Fixed charge to recover our costs for dealing with damage caused to the Vehicle.
External Damage Assessment Fee	Damage assessment fee charged to Hertz by an external damage assessor.

Cleaning Fee	A charge imposed in respect of an excessively dirty Vehicle which requires cleaning beyond Hertz's standard cleaning practice.
Accessories Replacement Fee	The replacement cost (at current retail replacement value) of any damaged, lost or missing accessories (including any courier or delivery charges).
Cleaning Administration Fee	A fixed charge to recover our costs if cleaning is performed by third party or specialised cleaner

Vehicle Use	
Infringement Administration Processing Fee	The amount payable for administrative functions We undertake including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic & parking fines, speeding and traffic infringements incurred during Your rental of the Vehicle.
Toll Administration Processing Fee	The amount payable for administrative functions We undertake including the payment of, or handling of any toll for charges and penalties related to the use of any toll roads during Your rental of the Vehicle. (if Hertz Toll Service is not purchased).
Toll Service Processing Fee	The percentage amount We will charge You if you incur toll charges during Your rental of the Vehicle and you have selected Hertz Toll Service. The percentage amount We will charge You will be notified to You prior to You collecting the Vehicle.
Roadside Assistance	If the driver is at fault for the problem for which assistance is requested, for example, the Vehicle running out of fuel, or the keys being locked in the Vehicle, this fee is the cost of providing breakdown or roadside assistance. If the driver is at fault and the Vehicle requires a tow, any towing costs will also be on charged to you.
Towing	Included in the Loss Damage Liability unless the need for towing of the Vehicle arises as a result of a Prohibited Use of the Vehicle .
EV Administration Processing Fee	The amount payable for administrative functions Hertz undertakes (including making payments, or handling claims, charges or penalties) related to the use of 3rd Party EV recharge stations, as detailed on your Rental Agreement.

Early / Late Return	
Additional Rental Days	You may be charged an extra day's rental at the then current rates for each 24-hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of • 0 to 59 minutes late: no charge • 60 to 119 minutes late: 1/2 of daily rental charge for that Vehicle • 120 minutes to one day late: daily rental charge for that Vehicle Daily rental charge for that Vehicle for each additional day (or any part thereof) Vehicle is returned late.
Charges for and Interest on amounts due	If you do not pay the amounts due to Hertz under the Agreement (including any credit provided to you) in accordance with the Agreement, Where interest is payable this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the official cash rate for the country the rental occurred in plus a 2% margin.
Cancellation Fee	May apply if you prepaid your rental charges, committed to a rental term, and then cancelled the booking prior to the original pick up.

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental. Please ask at the counter for details or check online.

- *Refers to **Australia** country specific fees
- ^Refers to **New Zealand** country specific fees
- A further table of these charges can be found here on our website **Annexure 6 (Contacts)**

Annexure 2 – Fuel and Electrical Recharging Policy

Type of Vehicle rented	Initial Fuel/Charge Supply	Notes
ICE Vehicle	We generally provide You with a tank of fuel that is “full”	When We refer to a tank of fuel being “full”, We mean that the fuel gauge reflects that the tank is full.
An Electric Vehicle	We will ensure that the battery is charged to “90%” of its total capacity where possible.	We generally provide Our EVs with 90% charge (not 100% charge), for battery preservation purposes.

Payment for Fuel or Electricity used during Your rental

You are responsible for the costs of fuel or recharging the Vehicle during Your rental.

You may acquire the appropriate fuel, or charging from fuel or charging stations, or You may choose consider the following options

Buy a full tank at the start

- Often referred to as our Fuel Purchase Option (FPO).
- If you purchase a full tank of fuel from us at the start of your rental, you will not need to refill the tank before returning and will have nothing more to pay for fuel.
- This is a good option for high kilometre journeys where you are likely to use a full tank.

Buy half a tank at the start

- It may be more convenient to pay for a half tank of fuel at the start of the rental and save time on refueling by returning the Vehicle with only a half a tank of fuel.
- This is a good option for low kilometre journeys where you are more likely to use less fuel.

Return with a full tank

- Return the Vehicle with a full tank of fuel purchased from a local fuel station.
- This is a good option for low kilometre journeys.

Or without refueling

- A good option if you are in a hurry, did not take FPO or a Half Tank of fuel and do not have time to refill the tank on return.

Key Information

Fuel Purchase Option (FPO)

We charge you at the start of your rental for a full tank of fuel at a price competitive with local fuel stations. You will have nothing more to pay to us for your fuel. **Please note that we do not provide a refund for unused fuel.**

Half Tank Option

We charge you at the start of your rental for a half tank of fuel.

at a competitive price with local fuel stations and return with only half a tank of fuel. **Please note that we do not provide a refund for unused fuel.**

Important

Fuel gauges may still indicate that the tank is “full” many kilometers after it was last re-filled. To deal with this, we ask you to refill the tank within 15 km of the return location and bring your fuel receipt with you when returning the Vehicle. We ask you to present a copy of the fuel receipt to a Hertz employee or leave a copy in the Vehicle. If you do not do so, we reserve the right to apply a small charge – please ask at the counter for details.

Key Information

Service Charge

We will charge you a price per litre to refill the tank.

These prices are indicated on your Rental Agreement.

Key Information

Electrical Recharging Costs

If you return the EV at a lower charge than the battery departure level:

- we will charge you the EV Battery Recharging Service fee to bring the EV back up to the battery departure level; and
- If you return the Vehicle at 15% battery level or less, we will apply an additional Low Battery Recharging Service fee.
- We allow a grace of 5%, We do not charge any costs associated with bringing the Vehicle back with a battery level between 85% - 90%

If you return the EV with at least the same level of charge as at the battery departure level, then:

- If you used a Hertz account 3rd party recharging station and this recharging cost is passed to Hertz (rather than paid for by you), we will pass on these recharge costs to you upon receipt of an invoice from the EV charge provider and apply an EV Administration Processing Fee.
- If you recharged the EV entirely at your own cost, no such fees (EV Battery Recharging Service fee or EV Administration Processing Fee) will be payable.

If You return the EV with a battery that is charged to a level less than the level that we provided the EV with to You at the start of Your rental:

- You will be required to pay the EV Battery Recharging Service fee to restore the battery to the level We supplied You at the beginning of the Rental; and
- In addition, if You return the Vehicle at 15% battery level or less, We will apply Low Battery Recharging Service fee.

If You return the EV with **at least the same level of charge** as was provided to You, then:

- If You used a Hertz account 3rd party recharging station and this recharging cost is passed to Hertz (rather than paid for by You), We will pass on these recharge costs to You upon receipt of an invoice from the EV charge provider and apply an EV Administration Processing Fee.

Annexure 3 – Damage Policy

Your responsibility for damage to the Vehicle is set out at the Damage and Loss section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

Checking the Vehicle

We will provide a summary of any damage on the **Vehicle Condition Report (VCR)** provided or found on the Rental Agreement at the start of your rental. Please check the condition of the Vehicle when you collect it and if there is any discrepancy approach a Hertz representative an request that the Vehicle Condition Report be amended or a new report be prepared. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a Hertz representative on return.

We will also inspect the Vehicle on your return and provide a **Vehicle Incident Report (VIR)** to record any new damage, which will not include any fair wear and tear.

At peak times you should allow time to complete the inspection of the Vehicle with our staff and agree any damage. If you don't have time to do this or you return the Vehicle when the location is closed, any new damage will be assessed in your absence. If you have taken date & time stamped photograph of the relevant pre-existing damage, show a Hertz representative.

Sensors

Drivers are responsible for damage to the Vehicle (subject to these terms and conditions). In the event that the sensors are not active or are malfunctioning the driver I not alleviated from responsibility for the damage.

Damage assessment and charging

There are three common scenarios:

i. **Damage – agreed on return.**

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organize a damage cost assessment through a third party.

ii. **Damage – not agreed because you are not present, or you are present but disagree with the damage identification.**

If you are not present on return, our counter staff will take the relevant photos of the Vehicle, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through a third party.

iii. **Damage – not agreed because you are not present, or you are present but disagree with the damage identification.**

If the damage is significant, we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Important

Damage

We aim to deal with a damage assessment in a quick and practical way by using a 3rd party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment.

Notification and evidence of damage

We will provide you with the following documents in respect damage:

I. a system generated letter detailing the damage to the Vehicle.

II. photos of the damage to the Vehicle.

III. the Rental Agreement listing the date, time and return location and any pre-existing damage.

IV. the final tax invoice/statement of charges that includes the amount charged for damage to the Vehicle and other fees and losses related to the damage.

V. the Vehicle Incident Report (VIR); and

VI. a damage cost assessment from a repair body shop and/or the invoice for the repairs.

Charging and other items

We will charge your Card with the amount set out in the final tax invoice that we have sent to you within 90 days of the date you returned the Vehicle. If we have charged your Card with an estimated amount or the applicable liability, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Damage Disputes

Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of Vehicles.

If you wish to dispute our assessment of damage, please contact the Hertz Claims Management Team using the contact details in **Annexure 6 (Contacts)**

If you cause loss or damage to a Vehicle or its accessories (Including keys), you must complete an Incident Report (during your rental period or within 24 hours of its end) to benefit from any reduced or waived liability. The Incident Report can be given to you from the Rental Counter, or it is accessible online, here:

Australia	New Zealand
Definition of Damage AU	**Definition of Damage NZ**
Vehicle Incident Report AU	**Vehicle Incident Report NZ**

Key Information

References

If the Vehicle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- **Prohibited Uses**
- **Damage & Loss**
- **Accidents**

Definition Of Damage

Hertz operates a fair wear and tear policy in line with the Australian Finance Industry Association Code of Practice.

For your benefit we have defined what constitutes damage.

Please check Vehicle's condition against the "Pre-existing Condition Notes" listed in your Rental Agreement or by logging into your My Journey Portal to see the most recent photographs taken of the Vehicle you are renting. If there are discrepancies, please see a Hertz representative and we will update our records accordingly.

You are invited to take a time-stamped photograph of the relevant pre-existing damage before leaving the rental location or, if poor weather conditions or bad light, you can take a photograph with

a time/date stamp within 60 minutes of leaving the rental locations and show a Hertz representative on return or upload them via logging into your **My Journey Portal**.

Ask a staff member about the Optional Renter Protection Packages available before leaving the Hertz Carpark.

Liability Waiver is not applicable for any damage caused due to gross negligence or intentional damage. You must inform Hertz in the event of any accident as soon as practicable and in any event within 24 hours.

Fair Wear and Tear is minor damage or wear that is reasonable to expect by normal use of driving a Vehicle. For your benefit we have listed what constitutes damage, and, therefore, chargeable at the end of your rental.

Vehicle bodywork Damage Is

- Scratch/Scrape over 20mm in length and over 1mm wide with paint surface penetration.
- Dent over 20mm diameter or paint surface penetration or multiple dents.
- Bumper scratch/scrape over 20mm in diameter with paint surface penetration. This is exclusive of rear bumper damage caused by the removal of items from boot/trunk.
- Lower front bumper scuffing or scrapes above the first 50mm of the lower front bumper or above the lower front bumper first crease line.

Tyre Damage Is

- Repair where a repair is possible (i.e. the tyre has not been run on a flat) only the tyre repair excess will be charged.
- Excess where tyre repair is not possible a replacement tyre (incl. fitting) will be charged.
- Tyre damage is unrepairable punctures. Tyre tread and sidewall damage that is not roadworthy e.g. cuts, bulges, gouges and abrasions. Tyre misuse e.g. flat spots and burnouts.

Ancillary components Damage Is

- Damage to mirrors.
- Damage to lights including: chips, holes, scratches and cracks.
- Wheel trims cracked, broken, missing, mismatched or not original.
- Damage to alloy wheels.

Prestige and Collection Vehicles

- Scuffs over 20mm, long, cracked, buckled, gouged, mismatched or not original.

Standard Vehicles

- Cracked, buckled, gouged, mismatched or not original.

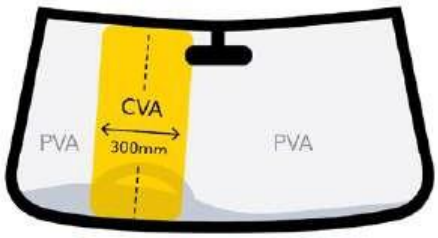
Vehicle interior Damage Is

- Any missing original equipment as noted.
- Trim damage or missing parts of the interior trim.
- Upholstery burns, cuts, stains or tears to the seats, carpets, roof lining and material in the glove box/boot.
- Excessive odour in the Vehicle

Glass Damage Is

- Repair between 2mm to 20mm in primary vision area (PVA) only.
- Replace over 2mm in critical vision area (CVA) edge of screen (90mm for top & sides, 65mm from bottom) and over 20mm in primary vision area (PVA).

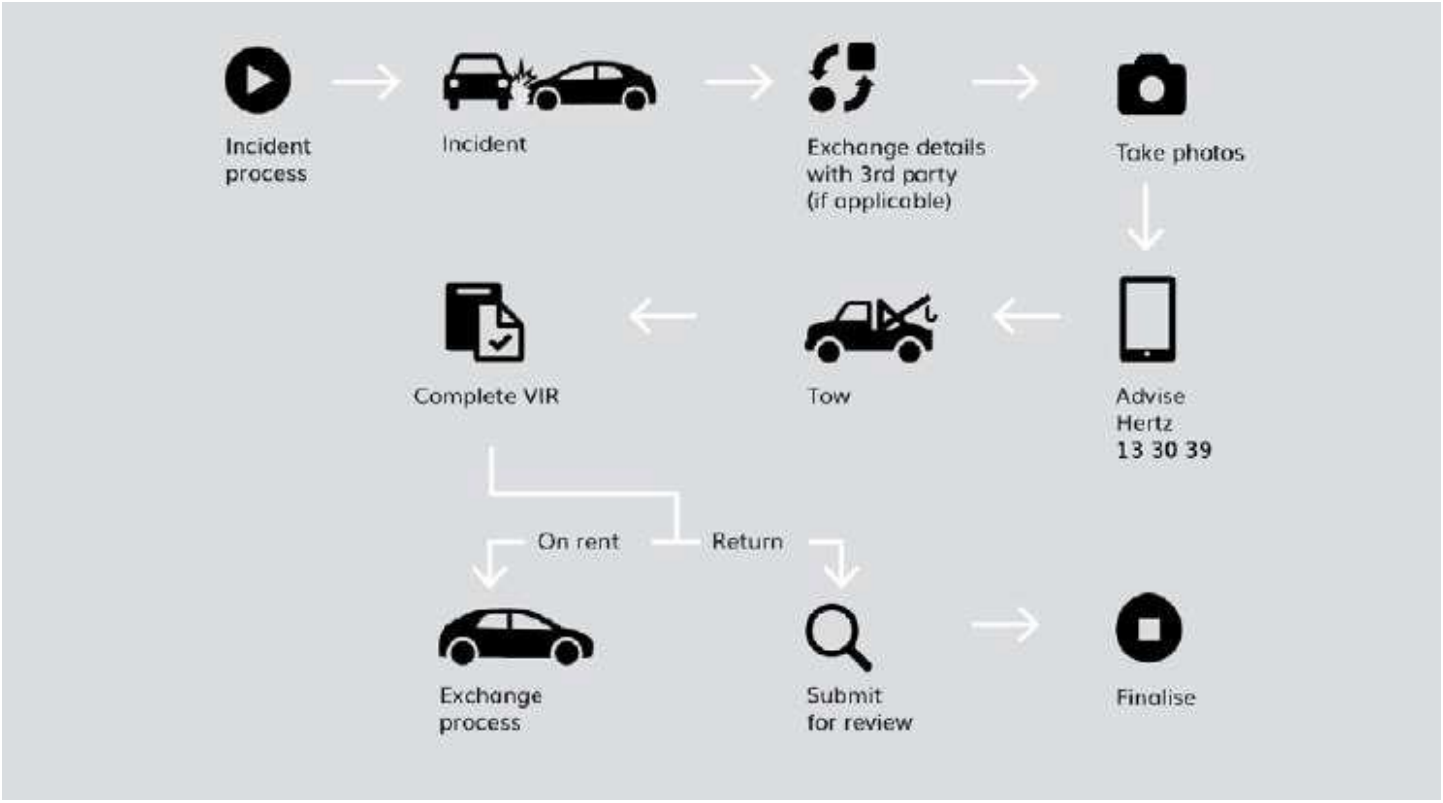
Note: If you notice a chip within 60 minutes of leaving the Hertz locations, take a photo with the date/time stamp and present it to a Hertz employee on your return.



In the event of an accident

Complete the Vehicle Incident Report (VIR) providing the details of your accident or the theft including any third-party information, even if there is no damage to the Vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the Vehicle. Alternatively, the VIR can be found online.

Hertz Damage Process



Annexure 4 – Optional Renter Protection Services

Optional Renter Protection Services

You may be offered the option to purchase Optional Renter Protection Services which may reduce your default liability amount for loss or damage to the Vehicle which occur during the rental period or result from your use of the Vehicle.

Optional Renter Protection Services offered by Hertz are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. Optional Renter Protection Services exclude infringements including traffic and parking fines, and private parking charges which will be on- charged to your Card, and Fuel. You must follow our loss and damage policy **Annexure 3 (Damage Policy)** to obtain the benefit of reduced or waived liability from any of the below products.

Please note not all locations across Australia & New Zealand offer all Optional Protection Services.

Annexure 5 – Privacy and Credit Notice

When you rent a Vehicle with us, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree that you have read and understand that we will process your personal information in accordance with our **Privacy Policy**. We may also collect the personal information of other authorised drivers and passengers and you agree you have the authority to provide Hertz with their personal information and that you have informed them of this **Privacy Notice** and that Hertz will also process their personal information in accordance with its **Privacy Policy**.

If we provide you with credit, our **Credit Policy** explains how we manage your **credit related** information (credit information and credit eligibility information) that we collect and hold about you and our Statement of Notifiable Matters explains disclosures we may make in relation to your credit information and certain rights you have. Please read the section below on credit-related information for further details.

If you do not provide us with the personal information, this may impact on the services we can provide you.

How we collect your personal information

We collect personal information from you when you request our services to rent a Vehicle, when you pick up and use a Vehicle (through a Vehicle Monitoring System), when you provide us with your payment details, if the Vehicle is in an accident or is reported lost or stolen, when you return the Vehicle and when you incur charges.

We may take photographs of the Vehicle when you pick it up and return it and may operate CCTV cameras at our locations which may include images of you, authorised drivers, and passengers.

We may also take a photo of your person and a photo or a photocopy of your driver's licence to confirm the information provided when you request our services to rent a Vehicle.

Uses and disclosures of your personal information

We use your personal information for our legitimate interests and operations in connection with providing Vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the Vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our related parties, franchisees and agents, insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database, to our debt collection agencies and to other parties involved in an accident with the Vehicle during the rental period or your credit card provider in the event you default on the payment of any monies owing to Hertz.

Vehicle

If you use a Corporate Discount Program (CDP) number or IT Code (which attracts a price discount or specific additional benefits) linked to a company, you agree that we may share your personal information with that company in relation to your rental.

Overseas disclosures

We may disclose your personal information to third parties who are located overseas, including Hertz related companies, insurance companies and our service providers such as to Hertz Corporation in the United States of America.

Vehicle Monitoring System (VMS)

Our Vehicles may be fitted with a VMS which can be used to open and close the Vehicle and track and record the geographical location, distance, and speed of the Vehicle during the rental period. It can also be used to immobilise the Vehicle in the event of non-payment or if we have reasonable grounds to suspect the Vehicle is being used for a Prohibited Use. You agree that we can track and record your location and your use of the Vehicle using the VMS, which may include your personal information. Refer to **Annexure 5 (Privacy & Credit Notice)**.

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your consent, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how, how you engage with us, and the contact details

you provide. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send or, if you are a member of one of our membership programs, by updating your choices in your gold plus rewards profile on our website, details can be found in **Annexure 6 (Contacts)** or by following the directions in our Privacy Notice.

Privacy complaints

Our Privacy Policy explains how to complain if you believe Hertz has interfered with your privacy and how Hertz will handle your complaint. Refer to **Annexure 6 (Contacts)**.

Access to and correction of your personal information

You have the right to access on request the personal information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our **Privacy Policy** explains how to make access and correction requests and how requests are dealt with.

Your credit related information

We may disclose your credit information to credit reporting agencies, including if you default on making overdue payments in connection with consumer credit, we have provided you that is $150 or more. We may also disclose your credit information and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our **Credit Policy** explains how to make and access correction requests and how requests are dealt with in connection with credit related information.

Our **Credit Policy** explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how Hertz will handle your complaint.

Our **Statement of Notifiable Matters** compliments our **Credit Policy** and explains the credit reporting agencies to whom we may disclose your credit information as well as certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a your credit reporting information for pre-screening or direct marketing by a credit provider).

Key Information

Our Privacy and Credit Policies

Our global Privacy Policy is available on our website details can be found in **Annexure 6 (Contacts)** or you can ask for a copy at any Hertz rental location.

Our Credit Policy and Statement of Notifiable Matters

Our Credit Policy and our Statement of Notifiable Matters are available on our website, details can be found in **Annexure 6 (Contacts)** or you can ask for a copy of these documents at any Hertz rental location.

Annexure 6 – Contacts

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

During your rental

If you have any questions or problems during your rental (e.g., to change the Return Time or return location) you can telephone our Customer Care Centre or relevant location at any time using the number provided on the **Rental Agreement**. You can raise any other issues arising from the rental with our **location staff** on return.

Independent advice

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After your rental

Ask our Customer Care team. If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should:

- call the Customer Help Desk using the details on your rental agreement.
- using the contact details provided below and our team will help resolve any issues.

We aim to deal with all customer contacts within 15 days.

Privacy

If you have a query or complaint regarding our use of your personal data, please contact the APAC Privacy team at ***APACprivacy@hertz.com***

Key Contacts

Contact	Australia		New Zealand	
Reservations	13 30 39	ausres@hertz.com	0800 654 321	nzres@hertz.com
Customer Service	1800 550 078	customercareau@hertz.com	0800 921 460	nzhertzcustserv@hertz.com
Roadside Assistance	1800 996 010		0800 633 611	
Claims Management	1800 550 028	hcmclaims@hertz.com	0800 502 277	nz_assessments@hertz.com
Head Office	+61 3 9698 2444		+64 3 358 6789	

Key Websites

Contact	Australia	New Zealand
Our Hertz Website	www.hertz.com.au	www.hertz.co.nz
Our Gold Plus Rewards Website	www.hertz.com.au/gpr	www.hertz.co.nz/gpr
Our My Journey Portal	https://myjourney.hertz.com.au/login	https://myjourney.hertz.co.nz/login
Our Privacy Policy	www.hertz.com.au/privacypolicy	www.hertz.co.nz/privacy
Our Credit Policy	www.hertz.com.au/creditpolicy	www.hertz.com.au/creditpolicy
Our Statement of Notifiable Matters	www.hertz.com.au/sonm	www.hertz.com.au/sonm
Our Terms & Conditions	www.hertz.com.au	www.hertz.co.nz

Annexure 7 – Prohibited Roads

Australia

Vehicles should not be driven **unless they are 4WD** (refer to Vehicle definitions on Page 2):

- in **South Australia**, on the Strzelecki Track, the Oodnadatta Track, or on the Birdsville track;
- in **Western Australia**, on the Tanami Road, Gibb River Road and the Bungle Bungles;
- in **Northern Territory**, only during the Dry Season between May to October inclusive, on the Oodnadatta Track, the Plenty Highway, Finke Road between Alice Springs and Oodnadatta, Boggy Hole (Finke Gorge National Park), and the Old South Road from Maryvale to Finke. However no vehicle should be driven on these roads at anytime:
  - wet season between November to April
  - at all other times if roads are shown as closed on the Northern Territory Government "Road Report NT" website www.roadreport.nt.gov.au
- in **Queensland**, on all unprohibited roads in the Cape York region except during the months from December to May inclusive.

No Vehicles should be driven in these areas at any time:

- in **Western Australia**, it is prohibited to drive on the Canning Stock Route, the Gunbarrel Highway or on the Kalumburu track including but not limited to Mitchell Plateau;
- in **Northern Territory**, it is prohibited to drive in Arnhem Land. During the dedicated wet season and other times if advised by Hertz on the Lost City Road in Litchfield National Park, Jim Jim and Twin Falls in Kakadu National Park. The unsealed section of the Tanami Road, the Old and New Gunbarrel Highways, and the Plenty Highway between Alice Springs and Boulia;
  - Wet Season is between November to April
  - at all other times if roads are shown as closed on the Northern Territory Government "Road Report NT" website www.roadreport.nt.gov.au
- in **Queensland**, it is prohibited to drive on K'Gari (Fraser Island), Moreton Island, South Stradbroke Island. In the Weipa Region, North of Bramwell Junction Roadhouse or on any part of the Old Telegraph Track. Any area East of the Peninsula Developmental Road including Portland Road and the Lockhart River Region or South of the Archer River Roadhouse. On Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track and
- any other such location or region reasonably specified by Hertz to you as an area or region which is prohibited.

New Zealand

Vehicles should not be driven in these areas at anytime:

- in **Northland**, 90 Mile Beach
- in **Queenstown**, Skippers Canyon Road, the road to Macetown
- in **South Island,** Tasman Valley Road, beyond the picnic area/parking lot near Mount Cook

Annexure 8 – Prohibited Uses

Prohibited Uses

Prohibited Uses of a Vehicle are:

- You, an authorised driver or your passenger acted recklessly or with deliberate intent to cause loss or damage to the Vehicle;
- The Vehicle is damaged in the following ways:
  - the driver caused the Vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the Vehicle
  - the driver caused undercarriage damage to the Vehicle;
  - a person sits or stands on the roof of the Vehicle;
  - the driver causes damage above the windscreen line to the front, rear or side of the Vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering carparks with insufficient clearance) or securing luggage, skis or other items to the Vehicle's roof causing damage,
  - the driver drove the Vehicle with a flat tyre, ignored a warning light, or put the wrong fuel in the Vehicle;
- Repairing a Vehicle without our prior written authority. If Hertz does permit you to carry out certain repairs, you must obtain an original tax invoice and receipt from the repairer, and upon verification of the same, we will reimburse you in line with your liability noted on your rental agreement;
- Driving the Vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the Vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable Country, State or Territory legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
- The fitting of objects to the interior or exterior of the Vehicle that are not authorised by Hertz;
- Failing to take reasonable precautions to safeguard the Vehicle such as leaving windows open or keys in the Vehicle, or failing to use the anti-theft system (if provided);
- The Vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a driver's licence in the applicable State or Territory)
- The use of the Vehicle by a person who was not authorised by Hertz as the main or additional driver or did not meet the driver requirements in the Agreement;
- The Vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- The Vehicle is sub-rented, transferred or sold;
- The Vehicle is used to carry passengers (e.g., as a taxi or car sharing arrangement) unless Hertz consents in writing, or to carry cargo (except for commercial Vehicles), for hire, reward or remuneration;
- The Vehicle is used 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
- The Vehicle is used for towing a trailer or any other Vehicle, unless the Vehicle has a towbar fitted by Hertz, 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 (refer to the Hertz website for further information details available in Annexure 6 (Contacts)
- The Vehicle is overloaded with passengers and/or baggage;
- The Vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- The Vehicle is driven in restricted areas, government closed roads, including airport service roads and associated areas, or on a road notified to you as prohibited by Hertz or off-road (e.g., on fire trails, tracks, fields or paddocks) (unless specified in writing by Hertz);
- The Vehicle is used in a manner that, in Hertz's reasonable opinion, brings Hertz into disrepute or publicly associates Hertz with any particular

political, religious, promotional or activist position;

- Driving an EV through a car wash, or over foreign objects that cause damage to the EV
- On unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds)
- The Vehicle is driven in the areas listed and the Vehicle is not a **4WD** see **Annexure 7 (Prohibited Roads)**
- The Vehicle is driven in the areas listed and the Vehicle **including a 4WD** see **Annexure 7 (Prohibited Roads)**
- The Vehicle is smoked in or there is evidence of smoking

For Snow Regions

- failing ensure that the Vehicle complies with any legal requirements relating to fitment of snow chains and that the snow chains are fitted correctly. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and hub caps must be replaced on the Vehicle when the chains are removed

Annexure 9 – Definitions

Term	Definition
Rental Agreement	The document headed “Rental Agreement” denoting a unique reservation number, and other specific information including names and contact details of the Parties, signed by You when the Vehicle was picked up.
Rental Start Date	The date and time the rental commences as shown on the rental agreement.
Authorised Driver	Drivers who we have validated and authorised to drive the Vehicle; these drivers should be noted in your rental agreement under "Authorised Drivers"
My Journey Portal	Web based portal which is emailed to you to the email address provided on pick up giving you access to information regarding your rental agreement, pre-existing Vehicle condition photos, invoices and information to support you journey your rental including terms and conditions
Initial Fuel Supply	The amount of fuel in the tank of the rental Vehicle provided to you on pick up. Fuel supply is noted on your rental agreement.
Accessory	Means any equipment rented from us, including but not limited to as applicable any Navigational system, child restraint, child booster seat or similar equipment.
Material Breach	A **Material Breach** occurs if: The Vehicle is used for a Prohibited Use; The Vehicle is driven on a Prohibited Road; The Vehicle is driven by an individual that does not meet the licence and age requirements set out in this agreement: You or an authorised driver provide false or misleading information to us prior to, or throughout the term of the rental, which may reasonably be considered as material to our decision to grant you and continue you to grant you, a rental. Such material information includes matters. such as age, name, licence status, address, occupation, eligibility for any discount, or incident that occurs during the rental. Refer to the list of Prohibited Uses at Annexure 8 and the list of Prohibited Roads at Annexure 7
You/Your	The person who signed the rental agreement.
"Us", "We", "Our", "Hertz"	If this Agreement is signed by You in **Australia,** then any reference to “Us”, “We”, “Our”, “Hertz” means either of: Hertz Australia Pty Ltd ABN 31 004 407 087 of L1 105 York Street, South Melbourne, VIC 3205; or if a Hertz franchisee or sub is identified on the Rental Agreement, that sub-licensee. If this Agreement is signed by You in **New Zealand**, then any reference to “Us”, “We”, “Our”, “Hertz” means Either of: Hertz New Zealand Limited (NZCN); or if a Hertz franchisee or sub is identified on the Rental Agreement, that sub-licensee.
ICE Vehicle	means a road Vehicle with an internal combustion engine, powered by petrol or diesel fuel;
EV	means a road Vehicle with an electric motor, powered by electricity stored in a battery;
4WD	means a Vehicle capable of distributing power to all four wheels simultaneously by engaging 4-wheel drive mode and where the transmission has a high and low range option, but excludes an all-wheel drive Vehicle which in normal operation distributes power differentially to each wheel;
Commercial Vehicle	means a motor Vehicle capable of carrying goods, 10 or more passengers and can be used for industrial and agricultural purposes;
Heavy Commercial Vehicle	means a Vehicle classed as a heavy truck or bus that requires a ‘specialized Vehicle’ license to drive. It is a Vehicle that has a gross Vehicle mass (GVM) or aggregate trailer mass (ATM) of more than 4.5 tonnes:
Vehicle	means the road Vehicle you have rented, which may be any of the above, 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, such as keys, child restraint seats, GPS devices and Vehicle Monitoring Systems.
Prohibited Use	Means the circumstances in **Prohibited Uses at Annexure 8**
Applicable Consumer Protection Law	Means a reference to consumer protection law (as that term is normally understood) as applicable in Australia and New Zealand, depending on what law governs the Agreement, including: **In Australia** The Australian Consumer Law The Australian Securities and Investments Commission Act 2001; and laws or any other Federal, State or Territory legislation, as amended from time to time. **In New Zealand** Consumer Guarantees Act 1993. and the Fair-Trading Act 1986, as amended from time to time.
Vehicle Monitoring System "VMS"	Our Vehicles may be fitting with a VMS which be used to open and close the Vehicle and track and record the geographical location, distance and speed of the Vehicle during the rental period. It can also be used to immobilize the Vehicle in the event of non-payment or if we have reasonable grounds to suspect the Vehicle is being used for a Prohibited use.