

Firefly[™]
CAR RENTAL

Your journey
starts here.



Rental Agreement Explained

Accident Excess Reduction (AER)

Accident Excess Reduction reduces the amount you are potentially liable to pay for damage to the rental vehicle or any damage to any other vehicle or property with which the rental vehicle collided.

Refuelling Options

Firefly provides you with a full tank of fuel at time of rental and convenient options are available for replacing the fuel you use.

Firefly Refuelling Service (FSC)

A refuelling service is offered for your convenience if you choose to return the vehicle with less than a full tank of fuel. Firefly will refill the vehicle for you and the refuelling service charge of \$66.00(incl. GST) will be added to the cost of the rental. The charges may vary by location.

Location Fee

The Location Fee applies where the renter collects the vehicle from a location including, but not limited to, airport and downtown locations. These Firefly locations have additional costs of operating at the particular location. The Location Fee varies by location and is levied as a percentage of other charges as shown on the rental record.

Toll Cover

A pre-purchase toll option is available for travel on Australian toll roads.

Ask our Customer Service Representatives for more information.



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Important Notes

A Rental Day is each consecutive 24 hour period starting from the commencement of the Rental Period. The minimum daily charge will be for one Rental Day unless otherwise stated on the Rental Form or in the Additional Terms.

Rental Protection Service options offered by Firefly is not an insurance policy.

Infringements & Infringement Administration Fee

Infringement Notices may be received by Firefly which relate to Your rental of a Firefly Vehicle. In the event an Infringement Notice is received, Firefly will:

Advise the relevant authority that You were the driver of the Vehicle at the time of the infringement. The authority will issue the Infringement Notice to You.

Charge the renter an infringement administration fee of \$33 (incl. GST) for each Infringement Notice received which will reimburse Firefly for the administrative costs (in whole or part) incurred in the processing of the Infringement Notice.

Firefly regrets this action is necessary however the company can no longer absorb costs associated with these charges.



Firefly

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Terms and Conditions of Rental

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

1. Nature of Agreement

- a) Except to the extent otherwise implied by law, the terms and conditions made available to You at the time of rental, together with the Rental Form and any Additional Terms, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning Your rental of the Vehicle, any Accessories and on which Firefly agrees to rent the Vehicle and Accessories to You for the Rental Period.
- b) The Additional Terms, if any, prevail to the extent of any inconsistency with these terms and conditions or the Rental Form.
- c) You must not attempt to transfer or sublease the Vehicle, the Accessories or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Vehicle or Accessories by anyone other than Firefly is void. Neither You nor any Authorised Drivers are agents of Firefly. No one may service or repair the Vehicle without Firefly's prior express written approval.
- d) You confirm and promise Firefly that all information provided by You to Firefly at any time before and during the Rental Period is true and correct in every particular and the information so provided is all the information Firefly could reasonably require.
- e) You acknowledge that it is your responsibility to ensure that You are the holder of the appropriate category of drivers licence to lawfully drive the Vehicle rented in any State or Territory of Australia as requested by You or as supplied by Firefly to You as a replacement or otherwise.
- f) 'Ignition Key or Key' includes keyless start devices and/or combined ignition key and remote door devices.
- g) Terms capitalised and marked in bold throughout this Agreement are defined as follows:
- '2WD' means a vehicle that is not a 4WD Vehicle;
- 'Accident' means any collision between the Vehicle and any other object, including another vehicle, or any other incident or occurrence that results in the Vehicle being damaged, lost or destroyed, and includes a Single Vehicle Accident;
- 'ADE' means the Accident Damages Excess noted on the Rental Form after taking into account any reduction where AER is accepted by You as noted on the Rental Form;
- 'AER' means the Accident Excess Reduction as referred to in clause 12(c);
- 'Accessories' means keys and remote door opening devices and any removable equipment supplied with the Vehicle including but not limited to child restraint seats or satellite navigation devices which may or may not attract an additional charge for usage, which are only to be used:
- with the Vehicle with which it is originally supplied or such vehicle as Firefly supplies as a replacement for the Vehicle; and
 - in accordance with all instructions and operational information provided;
- 'Additional Driver' means an additional driver nominated by You and noted on the Rental Form;
- 'Additional Terms' means any other terms as recorded in any document that You are required by Firefly's authorised representative to sign when You rent the Vehicle;
- 'Australian Consumer Law' means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as given effect under Part XI of the Competition and Consumer Act 2010 (Cth), as amended or replaced from time to time;
- 'Authorised Driver' means You and/or any person:
- at or over the age noted on the Rental Form or in the Additional Terms; and
 - who holds a current driver's licence that:
 - 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;
 - the driver has held for at least twelve consecutive months; and
 - satisfies any other conditions on the Rental Form or in the Additional Terms.

- c) an Additional Driver nominated by You; and
- d) who has Your authority to drive the Vehicle and is:
 - i. either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or
 - ii. any other person approved in writing by Firefly;

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

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

‘Card’ means the credit, charge or debit card, the imprint of which or the number of which You provide to the Firefly representative when renting the Vehicle (or at any other time);

‘Cleaning Charge’ means a charge imposed in respect of an Excessively Dirty Vehicle at an hourly rate charge on a cost recovery basis if the cleaning is performed by Firefly personnel or the actual fee paid by Firefly if a third party or specialised cleaners are engaged to provide a cleaning service plus an administration fee;

‘Commencement Time’ means the later of the date and time:

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

‘Consumer’ means a consumer within the meaning of section 3 of the Australian Consumer Law;

‘Damages’ means any loss, expense (excluding the cost of fuel and vehicle towing), cost (including legal costs, calculated on an indemnity cost basis), Reduction in Value, penalty, impost, liability, Loss of Use, the cost of any administrative, appraisal, recovery or like services provided by or on behalf of Firefly, or any other financial obligation of any character (including any excess payable under relevant insurance policies) incurred by Firefly, Resulting From:

- a) loss of or damage to the Vehicle

or Accessories, including, and without limitation, the cost of repairing or replacing the Vehicle or Accessories;

- b) any claim or demand of any third party made in respect of the Vehicle or Accessories or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the Vehicle or Accessories or Resulting From its use; and
- c) the loss of, damage to, or otherwise in respect of any property, other than the Vehicle or Accessories, which belongs to Firefly or for which Firefly is otherwise responsible or liable (in whole or part),

but does not (with the exception of Loss of Use and Reduction in Value) include any indirect, special or consequential loss, other than in connection with a Prohibited Use or use by a Prohibited Person in breach of clause 5(a) or 5(b);

‘Excessively Dirty Vehicle’ means a Vehicle which requires cleaning beyond Firefly’s standard cleaning practice being a general exterior and interior clean using regular cleaning products, water high pressure cleaner and vacuum taking no longer than 15 minutes and does not require the need for specialised cleaning products or third party or specialised cleaners;

‘Full Responsibility Uses’ has the meaning given in clause 5;

‘Firefly’ means Hertz Australia Pty Ltd ABN 31 004 407 087 of 15th Floor, 636 St Kilda Road, Melbourne, Victoria 3004, in its own right or trading as ‘Firefly’ (as the context requires).

‘Infringement Notice’ means a notice of infringement specifying an amount relating to all Tolls, fines (including but not limited to traffic and parking fines), penalties, charges, taxes or other imposts levied by any Government, government body, local government, private car park or tolling companies in respect of Your rental or use of the Vehicle, including stamp duty on this Agreement (except in South Australia);

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

1. Nature of Agreement continued

of the Police or as required by any law of the applicable State or Territory;

'Loss of Use' means loss or damage suffered by Firefly as a result of being unable to rent a Vehicle while it is being repaired, replaced or returned, which will be calculated by multiplying the number of days that the Vehicle is unavailable to rent due to repairs, replacement or return by 70% of the then current daily rate of rental of that Vehicle, including any reasonable period that Firefly is waiting to repair, replace or return the Vehicle;

'Non-excludable Obligation' has the meaning given in clause (a);

'Privacy Policy' means the Firefly privacy policy referred to in clause 10(a);

'Prohibited People' has the meaning given in clause 5(b);

'Prohibited Use' has the meaning given in clause 5(a);

'Reduction in Value' means a reduction in the value of the Vehicle or Accessories as a result of damage to the Vehicle or Accessories which occurs during the Rental Period, which will be calculated as an amount equal to Firefly's reasonable assessment of the cost of repairing or replacing the Vehicle or Accessories to their original state, irrespective of whether or not Firefly elects to repair or replace the Vehicle or Accessories either immediately or at all;

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

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

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

- a) You return the Vehicle to Firefly during Business Hours and Firefly accepts return of the ignition key for the Vehicle;
- i. You lock the Vehicle and deposit the ignition key or keyless entry and/or remote door opening devices for the Vehicle into the 'drop box' at the Return Location at the time specified on the Rental Form.
- ii. another rental location to which the Vehicle is returned outside Business Hours (and You remain responsible for the Vehicle until Hertz has inspected

and accepted the return of it the next Business Day);

- b) where You use the customer collection service, the earlier of when the Vehicle is collected and a reasonable time after the time nominated by You for its collection;
- c) Firefly repossesses the Vehicle; or
- d) where the Vehicle is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident), and
- e) in any event, no longer than 29 Rental Days.

The Rental Period for any Accessories shall begin and end simultaneously with the Rental Period for the Vehicle;

'Renter Protection Service' means the optional renter protection services as referred to in clause 12, such as AER;

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

'Return Location' means the rental location to which the Vehicle must be returned to, as agreed to between You and Firefly and specified in the Rental Form;

'Single Vehicle Accident' means an Accident not involving a collision between the Vehicle and another vehicle, other than a parked vehicle;

'Toll' means any charges incurred for use of the Vehicle on toll ways in Australia during the Rental Period;

'Vehicle' means the motor vehicle described on the Rental Form, or any alternate motor vehicle that Firefly supplies to You, whether as a replacement, upgrade or otherwise, and includes all Vehicle parts, tyres, tools (supplied with the Vehicle), and all other Accessories or equipment in or fitted to the Vehicle by the manufacturer or by Firefly;

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

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

2. Returning Vehicle and Repossession

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

3. Maintenance and Safety

- a) You and Firefly acknowledge that the Vehicle is generally in an undamaged condition save as otherwise acknowledged by You and Firefly in writing on the Vehicle Condition Report. It is Your responsibility to check the condition of the Vehicle when You collect it and if there is any discrepancy between its condition and the Vehicle Condition Report, You must immediately return to the counter and request that the Vehicle Condition Report be amended or a new report be prepared. You agree to return the Vehicle in the same condition as it was in at the start of the Rental Period, with the exception of fair wear and tear.
- b) Firefly (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the Vehicle.
- c) You agree to check the amount of engine oil and coolant in the Vehicle at appropriate intervals and maintain them at the levels recommended in the Vehicle manufacturer's specifications or otherwise as required to maintain the Vehicle's efficient performance.
- d) You agree as soon as practicable to stop driving and park the Vehicle where safe to do so and contact Firefly or Firefly's 24 hour breakdown roadside assistance service upon any warning lights or messages becoming illuminated or displayed in the Vehicle and not to commence driving the Vehicle unless directed to do so by Firefly or by Firefly's 24 hour breakdown roadside assistance service.
- e) You and any Authorised Driver must comply with any applicable road safety laws and regulations (including those relating to seat belts and child restraints and use of a mobile phone whilst driving).

3. Maintenance and Safety continued

- f) You agree that:
 - i. You will not undertake or make any repairs to the Vehicle or Accessories unless authorised by Firefly in writing; and
 - ii. You are liable for any repair costs undertaken or made by You in breach of clause i and You agree to indemnify Firefly against any claims by third parties against Firefly in respect of any unauthorised repairs, the quality of any unauthorised repairs and any ongoing remedial works to rectify any unauthorised repairs.

4. Charges and Penalties

- a) You agree to pay to Firefly the following charges and penalties for renting the Vehicle:
 - i. Time Charges
The daily rental charge noted on the Rental Form for each Rental Day. The minimum daily charge will be for one Rental Day unless otherwise stated in the Rental Form or in Additional Terms. The Extra Hours Rate shown on the Rental Form is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap of the daily rental charge;
 - ii. One way returns
If you do not return the Vehicle or any Accessories to Firefly at the Return Location specified on the Rental Form, You will be charged:
 - \$2200 (incl. GST), if the Vehicle is returned to a different state or territory to the state or territory of the Return Location; or
 - \$990 (incl. GST) if the Vehicle is returned within the same state or territory as the state or territory Return Location.
 - iii. Late Return of Vehicle
 - iv. You will be charged a Late Return of Vehicle Fee, as set out on page 9 of this Agreement, if you do not return the Vehicle or any Accessories to Firefly at the Return Location at the time specified time on the Rental Form;
 - v. Optional renter protection services
The amount for an optional renter protection service (Renter Protection Service) as accepted by You and noted on the Rental Form, calculated for each full or partial Rental Day. See clause 12 for information regarding Renter Protection Services;
 - vi. Fuel costs
You must either return the Vehicle with a full tank of fuel or pay for Firefly to refuel it at the market price payable on the day of refuelling plus a \$66.00 (incl. GST) service fee.
 - vii. Collection expenses
Where You do not pay the charges in accordance with this Agreement, You must reimburse Firefly for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement and for reasonable interest charges calculated at the rate specified in clause (c);
 - viii. Charges and penalties
The amount noted on an Infringement Notice. In the event an Infringement Notice is received by Firefly, Firefly will:
 - A. Advise the relevant authority that You were the driver of the Vehicle at the time of the infringement. The authority will issue the Infringement Notice to You;
 - B. Charge the renter an Infringement Notice administration fee of \$33 (incl. GST) for each Infringement Notice received which will reimburse (in whole or part) Firefly the administrative cost incurred in the processing of the Infringement Notice;
 - ix. Location Fee
A charge noted on the Rental Form where You collect the Vehicle from and/or return the Vehicle to particular locations, including but not limited to airport and downtown locations. This Location Fee varies from location to location and is levied as a percentage of other charges as shown on the Rental Form;
 - x. Costs recoveries
The charge noted on the Rental Form in respect of operating costs including, but not limited to, vehicle registration, compulsory third party insurance, stamp duty on vehicle purchases and transport accident charges. The charge may vary in different States, Territories or other locations;

xi. Surcharges

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

xii. Administrative charges

An amount noted on the Rental Form for administrative functions Firefly undertakes including the payment of, or handling of any claim for, any charges and penalties, such as infringement processing, referred to in clause viii in respect of Your rental;

xiii. Breakdown roadside assistance

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

xiv. Toll charges

xv. Where Toll Cover is not purchased:

A. all Tolls; and

B. a Toll administration fee to reimburse Firefly the cost incurred to match and process Tolls.

xvi. Claims administration fee

Fee for processing damage (if any) referred to in clause 6.

xvii. Young Driver Fee

Fee noted on the Rental Form for Authorised Drivers less than 25 years of age.

b) Regarding the Accessories, You agree to pay to Firefly the daily accessory charge noted on the Rental Form for each Rental Day or part thereof in which the Accessories are made available for rent.

c) Where the amount of any charge is not specified on the Rental Form, the amount or the basis of calculation of the amount is as determined by Firefly from time to time as set out below:

Late Return of Vehicle Fee.	<p>0 to 29 minutes late: no charge</p> <p>30 to 59 minutes late: 1/2 of daily rental charge for that Vehicle</p> <p>60 minutes to one day late: daily rental charge for that Vehicle</p> <p>Each additional day (or any part thereof) late: daily rental charge for that Vehicle</p>
Breakdown roadside assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Vehicle, for example, the Vehicle running out of petrol or You having locked the keys in the Vehicle.	From \$165.00 (incl. GST)
In the event of an Accident the cost of recovery and/or towing the Vehicle to a Firefly location, police compound or a vehicle assessment / repair facility.	From \$165.00 (incl. GST) depending on distance travelled and time and/or difficulty of recovery of the Vehicle to be towed
Infringement administration fee for processing of all Infringement Notices.	\$33.00 (incl. GST)
Claims Administration Fee for processing all Damages referred to in clause 6.	\$60.50 (incl. GST)
If You lose both sets of Vehicle keys, the cost of towing the Vehicle to a Firefly location.	From \$165.00 (incl. GST) depending on distance travelled and time and/or difficulty of recovery of the Vehicle to be towed
Vehicle keys and remote door opening device returned to wrong location at end of Rental Period.	From \$165.00 (incl. GST)
Replacement of Vehicle keys and remote door opening devices lost during the Rental Period.	From \$165.00 to \$2200.00 (incl. GST) depending upon vehicle type
Administrative Fee for the return of lost and found property to You.	Actual cost of postage, delivery or courier plus an administrative fee of \$22.00 (incl. GST)
Cleaning of Excessively Dirty Vehicle.	Cleaning Charge is the charge imposed for cleaning an Excessively Dirty Vehicle
Cleaning Charge administration fee.	\$60.50 (incl. GST)
Interest charged on outstanding rental charges.	Interest is calculated daily at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%
A Toll administration fee for processing of Tolls.	\$16.50 (incl. GST) plus all Tolls



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4. Charges and Penalties continued

You agree to pay to Firefly the charges under this clause on demand. That will usually be at the end of the Rental Period, but may involve payments being made subsequently, after the Vehicle

or Accessories have been inspected by Firefly and where costs and expenses are determined after the Rental Period ends. Firefly may charge Your Card for all charges under this clause 4 in accordance with clause 11(a).

5. Full Responsibility Uses

Full Responsibility

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

a) Prohibited Uses

The Vehicle must never be used:

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

b) Prohibited People

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

- i. any person who is Intoxicated by any substance; or
 - ii. any person other than an Authorised Driver.
- c) You will be fully responsible and liable for Damages under clause 6 where the Vehicle is used:
- i. on any road or other surface which is not sealed other than a road under repair, or a road notified to You by Firefly;
 - ii. in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains;
 - iii. on any beach or in any other area exposed to saltwater;
 - iv. in any area or under any circumstances (including crossing a waterway or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water;
 - v. under any circumstances where the Vehicle may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);
 - vi. under any circumstances where the Vehicle sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices), standing or sitting on the roof or making contact with overhanging objects;
 - vii. under any circumstances where the Vehicle is refuelled with fuel other than which is recommended by the Vehicle manufacturer or Firefly;

5. Full Responsibility Uses continued

- viii. where the Vehicle is driven between the hours of sunset and sunrise, anywhere in Australia, and such damage is caused by a collision with an animal or by the driver avoiding a collision with an animal;
 - ix. under any circumstances where the Vehicle and its keys are unsecured;
 - x. in any other area or region specified to You by Firefly as an area or region in which the Vehicle must not be used; or
 - xi. where a Vehicle sustains mechanical damage as a consequence of non compliance with clauses (c) and (d).
- d) Responsibility for Accessories
- You will be fully responsible and liable for Damages under clause 6 to any Accessories even if You have AER for the Vehicle. AER does not apply to any loss of or damage to Accessories.
- e) If the Vehicle is used for a Prohibited Use or by a Prohibited Person in breach of clause 5(a) or 5(b):
- i. to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Vehicle, even if You have accepted AER; and
 - ii. will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to Firefly caused by the breach, together with Firefly's related costs and legal fees.
- f) If the Vehicle is used for a Full Responsibility Use referred to in clause 5, to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Vehicle, which result from Your rental or use of the Vehicle during the period of or in connection with the Full Responsibility Use, even if You have accepted AER.
- g) No smoking
- No smoking is permitted inside the Vehicle. You are responsible to ensure that neither You nor any Authorised Driver, Additional Driver, passengers nor any occupants smoke inside the Vehicle. Should You or any Authorised Driver, Additional Driver, passengers or any occupants smoke inside the Vehicle You agree that the Vehicle will be deemed an Excessively Dirty Vehicle and to pay a Cleaning Charge in respect of the Vehicle.
- h) This Agreement may create a security interest in favour of Firefly. You agree that Firefly may register its security interest on the Personal Property Securities Register. If requested, You agree to assist Firefly to ensure that a registration on the Personal Property Securities Register is as effective as possible. To the extent permitted by law, You irrevocably waive your right to receive a verification statement or any other notice in relation to any registration, or amendment to a registration, that Firefly makes on the Personal Property Securities Register.

6. Your Liability

- a) Subject to this clause 6, You are responsible, to the fullest extent permitted by applicable law, for all Damages which occur during the Rental Period or which result from Your rental or use of the Vehicle or Accessories.
- b) Notwithstanding anything in this clause 6 or any other clause, there is no cap or limit on Your liability to Firefly Resulting From any use of the Vehicle for, or incurred whilst the Vehicle is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5.
- c) You agree and consent to charge in Firefly all estate and interest in any land and/or in any other assets whether tangible or intangible in which You have any legal or beneficial interest and/or in which you later acquire such interest for the payment of all money for all Damages owing to Firefly.
- d) Your liability to Firefly for Damages to the Vehicle Resulting From a Single Vehicle Accident is limited to the amount of the ADE plus \$2,420 (incl. GST) or such other amount in addition to the ADE as is specified in the Additional Terms.
- e) Your liability to Firefly for Damages to the Vehicle Resulting From:
 - i. water damage (other than by total or partial immersion) is limited to the amount of the ADE plus \$2,420 (incl. GST) or such other amount in addition to the ADE as is specified in the Additional Terms; and

- ii. flood, fire, storm, cyclone or other natural disasters is limited to the amount of the ADE plus \$2,420 (incl. GST) or such other amount in addition to the ADE as is specified in the Additional Terms.
- f) Your liability to Firefly for Damages to the Vehicle, other than as set out in clauses 6(b), 6(d) and 6(e), which occur during the Rental Period or which result from Your rental or use of the Vehicle is limited to the amount of the ADE. In the event of damage to the Vehicle, You will be charged the amount of the ADE and should the cost of the repairs and Loss of Use be less than the ADE, You will be reimbursed the difference.
- g) If the person driving or otherwise in control of the Vehicle when an Accident occurs is an Authorised Driver under 25 years of age, the limit on Your liability under each of clauses 6(d), 6(e) and 6(f) will be increased by \$2,420 (incl. GST).
- h) Notwithstanding clauses (d), (e) and (f), You are liable to reimburse Firefly for Damages incurred as a result of You fitting Accessories (as provided by Firefly or otherwise) to the Vehicle incorrectly or otherwise in a manner which causes damage to the Vehicle, the Accessories or any other vehicle or property.
- i) Notwithstanding clauses 6(d), 6(e) and 6(f), You are liable to reimburse Firefly to the extent that any breach by You of clause 9, including the making of any admission of liability in breach of clause 6(d), results in Firefly incurring greater loss, damage, liability, cost or expense than it would have incurred but for Your breach.
- j) Notwithstanding clauses 6(d), 6(e) and 6(f), You agree to indemnify and hold Firefly harmless to the maximum extent permitted by law from any claim against Firefly for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any Firefly vehicle or brought onto Firefly's premises, but does not include the Vehicle or Accessories or any other property damaged as a result of the Vehicle colliding with it (including, but not limited to, any other vehicle or property owned by You or by Your relative, spouse, de facto or any other person with whom you ordinarily reside) and does not include any loss or damage caused by the negligence or wilful default of Firefly.
- k) The liability of any Authorised Driver for causing personal injuries Resulting From use of the Vehicle is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the Vehicle is registered.
- l) You are responsible for returning the Vehicle to Firefly in the same condition as it was at the start of the Rental Period.
- m) Where Toll charges are incurred electronically, and You do not pay the toll company directly, You authorise Hertz to charge the Card in accordance with xiv.

7. Limited Liability and indemnity

- a) No exclusion or limitation

To the extent that You acquire goods or services from Firefly as a Consumer, You may have certain rights and remedies (including, without limitation, consumer guarantee rights) that cannot be excluded, restricted or modified by agreement. Nothing in this clause 7 operates to exclude, restrict or modify the application of any implied condition or warranty, provision, the exercise of any right or remedy, or the imposition of any liability, implied or conferred under the Australian Consumer Law or any other statute, the exclusion, restriction or modification of which would:

 - i. contravene that statute; or
 - ii. cause any term of this Agreement to be void,

(Non-excludable Obligation)

- b) Exclusion of implied obligations
 - i. Except in relation to Non-excludable Obligations, all conditions, warranties, guarantees, rights, remedies, liabilities or other terms implied or conferred by statute, custom, or the general law that

7. Limited Liability and indemnity continued

- impose any liability or obligation on Firefly are expressly excluded under this Agreement.
- c) Limitation of liability
- i. Except in relation to Non-excludable Obligations, Firefly's liability to You arising directly or indirectly under or in connection with this Agreement or the performance or non performance of this Agreement and whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity is limited as follows:
- A. Firefly will have no liability whatsoever to You for any loss, harm, damage, cost or expense (including legal fees) in the nature of special, indirect or consequential loss or damage (including, without limitation, economic loss, loss of contract, loss of profit or revenue, loss of opportunity, loss of production, production stoppage or loss of data); and
- B. the aggregate of Firefly's liability to You is otherwise limited to an amount not exceeding the amount paid by You to rent the Vehicle.
- ii) In relation to Non-excludable Obligations (other than a guarantee as to title, encumbrances or quiet possession conferred by the Australian Consumer Law), except for goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption (in respect of which Firefly's liability is not so limited under this Agreement), Firefly's liability to You for a failure to comply with any Non-excludable Obligation is limited to:
- A. in the case of services, supplying the services again or payment of the cost of having the services supplied again; and
- B. in the case of goods, replacing the goods, supplying equivalent goods or repairing the goods, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

8. Representations by Travel Agents

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

9. Accidents and Fines – What You Do

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

the Rental Period to Firefly as soon as possible after it occurs.

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

10. Consent to Collection, Use and Disclosure of Personal information

- a) You agree that Firefly may collect, use and disclose Your personal information (including location and use information collected from an in vehicle monitoring system) in accordance with its Privacy Policy, which is available from <https://www.hertz.com.au/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp> or from any Firefly rental location. The Privacy Policy contains information about how to access and correct your personal information, how to make a privacy complaint, how Firefly will handle Your complaint, how to opt-out of receiving direct marketing and whether your personal information may be disclosed to third parties located overseas.
- b) You consent to Firefly obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from Firefly and managing Your rentals of vehicles. You also consent to Firefly giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to Firefly obtaining information about You from credit providers identified in such reports. You understand that if You default on payment obligations to Firefly, information about that default may be given to credit reporting agencies and such agencies may share this information with their subscribers.

11. Credit, Charge or Debit Cards and Cash

- a) You authorise Firefly to charge the Card, in respect of all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6 or such other amount in addition to the ADE as is specified in the Additional Terms.
- b) If You present a Card at the commencement of the Rental Period, You also authorise Firefly to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the expected cost of the rental (less any discount, credit or rebate) plus \$220.00 (incl. GST) or other such amount advised at time of reservation.
- c) If Firefly charges Your Card for Damages due and payable under clause 6, it will promptly notify You of the amount so charged and provide details of the Damages. If You dispute the Damages or the amount charged, You may contact the Firefly representative stated on the notification letter. Firefly will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by Firefly in this respect, You may contact Firefly's Customer Relations Department.

11. Credit, Charge or Debit Cards and Cash continued

- d) Your Card may be so charged within 28 days after the Vehicle has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Vehicle was returned.
- e) Where it appears to Firefly that Damages Resulting From Your rental of the Vehicle may approach or exceed the amount limited by clauses 6(d), 6(e), 6(f) and as qualified by clause 6(g), Firefly will charge Your Card with that amount.
- If it later transpires that actual Damages are less than that amount, Firefly will promptly credit the difference to Your Card.
- f) You warrant that the Card is Yours and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Card. Where the Card is not in Your name You warrant that You are authorised to permit and authorise Firefly to charge the Card in accordance with clause 11.

12. Optional Renter Protection Services

- a) You may purchase optional Renter Protection Services which may reduce Your liability under clause 6 for Damages which occur during the Rental Period or which result from Your rental or use of the Vehicle. Optional Renter Protection Services will not reduce or limit Your liability for any loss of or damage to Accessories or the Damages arising therefrom. Renter Protection Services offered by Firefly is not an insurance policy.
- b) Notwithstanding anything in this clause 12 or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to Firefly:
- i. Resulting From any use of the Vehicle for, or incurred whilst the Vehicle is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5(a) or 5(b); or
 - ii. pursuant to clauses 6(h), 6(i) and 6(j).
- c) If AER is offered to and accepted by You as noted on the Rental Form:
- i. subject to clauses 12(b), 12(c)ii, 12(c)iii and 12(d), Your liability to Firefly for Damages which occur during the Rental Period or which result from Your rental or use of the Vehicle is limited to the amount of the ADE noted on the Rental Form;
 - ii. Your liability to Firefly for Damages Resulting From a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the amount of the ADE noted on the Rental Form plus \$2,420 (incl. GST) or such other amount in addition to the ADE as is specified in the Additional Terms; and
 - iii. Your liability to Firefly for Damages Resulting From flood, bush fire, storm, cyclone or other natural disasters is limited to the amount of the ADE noted on the Rental Form plus \$2,420 (incl. GST) or such other amount in addition to the ADE as is specified in the Additional Terms.
- d) If the person driving or otherwise in control of the Vehicle when an Accident occurs is an Authorised Driver under 25 years of age, the limit on Your liability to Firefly under each of clauses 12(c) ii and 12(c) iii is increased by \$2,420 (incl. GST).
- e) Notwithstanding anything in this clause 12, You are liable to reimburse Firefly in accordance with clause 6(h) for Damages incurred as a result of You fitting snow-chains, ski racks or roof racks to the Vehicle incorrectly or otherwise in a manner which causes damage to the Vehicle or any other vehicle or property.

13. Written notice or demand

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

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

14. Severance

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

15. Disputes

- a) If You have a complaint or if You wish to dispute any matter relating to Your rental or use of the Vehicle under this Agreement, please contact the Firefly Customer Care Team on:
Ph: 1800 679 891, Monday-Friday, 8:30am to 4:30pm.
we aim to resolve all complaints and disputes within 5-10 Business Days, other than international complaints and disputes which we aim to resolve within 20 days.
- b) If Your complaint or dispute is not resolved within the timeframes set out above, or if You are not satisfied with the resolution, You may contact Your local state or territory consumer protection agency (contact details can be found <http://www.accc.gov.au/contact-us/other-helpful-agencies/state-territory-consumer-protection-agencies>) who can help negotiate a resolution between You and Firefly.

Vehicle Condition and Incident Report

Vehicle Condition Report

When you rent a vehicle from Firefly, you are responsible for returning that vehicle to Firefly in the same condition as it was in at the start of the rental, with the exception of fair wear and tear.

A Vehicle Condition Report is incorporated into the rental agreement or a report labelled 'Vehicle Condition Report' handed to you at the counter when you collect your vehicle. This report will identify any pre-existing damage that there may be to your vehicle. We ask that you check the condition of your vehicle when you collect it and, if there is any discrepancy between its condition and the Vehicle Condition Report, you return to the counter and request that the report be amended or a new report be prepared.

This practice has been introduced for the peace and mind of our renters and Firefly.

Vehicle Incident Report

In the event of an Accident:

Where a third party has been involved, you must obtain their Name, Address, Telephone, Driver's Insurance Company, License Number, Vehicle Registration, Vehicle Make/Model and Police Report if one has been created.

Please complete the Vehicle Incident Report Form.

Return the completed Form to the nearest Firefly rental location.

Do not admit liability in relation to the Accident to any person (other than a true statement made under compulsion of law).

In the event of an injury, report the accident to the Police immediately notify Firefly as soon as possible – call 13 30 39.

Please ensure that you read all the Terms & Conditions of your Rental Agreement.

Visit www.fireflycarrental.com for more information and click on reservations then vehicle accident report.

Procedure

In the event of a serious accident or injury dial 000 for emergency services (Police, Ambulance and Fire).

Before you leave the scene, ensure you obtain information from the other driver/parties/ witnesses involved, and complete this Form.

All details in this Form are to be recorded in full, and at the time of the accident.

Avoid discussing fault with other parties involved, and do not admit liability to any person.

Once this Form has been completed in full, report details to the nearest Firefly rental location as soon as possible.

Frequently Asked Questions

What is Firefly?

Firefly is a new value brand for airport-based car rentals.

Why are Firefly rentals cheaper than other airport-based car rental rates?

Firefly cars are basic models and can be slightly older which keeps the rental cost down.

How much does it cost to rent with Firefly?

Firefly pricing is dynamic so prices will vary depending on the type of car you want, the rental dates and how long you want it for.

Where do I pick up the keys?

When you arrive at the airport (or city) just go to the Hertz desk with your confirmation email and they will arrange your car for you.

What cars are available from Firefly?

As a value brand of car rental we keep the options to a minimum, there are four types of cars available: economy, compact hatchbacks, small SUVs and people-movers.

Can I rent a car with Firefly if I'm under 25?

If you're at least 20 years old, yes you can rent with Firefly. A surcharge of \$16.50 per day applies if you're aged between 20-24.

What if I need to change my booking?

You can change or cancel your Firefly booking yourself, online, without charge.

What is the excess amount I would need to pay if I was involved in an accident?

The standard excess is \$5000 but you can reduce this to \$880 by choosing to pay a daily surcharge of \$18 per day

What if I forget to fill the car up with fuel before I return it?

Unfortunately we'll have to charge you the cost of the petrol plus a \$66 fee to have one of our team do it for you.

Can my partner/Mum/BFF drive too?

Yes! You can register an additional driver for free when you pick up the car.

Can I drop the car off somewhere else?

No, you need to return you Firefly car to the location you collected it, to keep Firefly rates as cheap as possible we don't offer one-way rentals.

Can I add GPS to my Firefly car to help me get around?

Yes! For \$11 per day you can add a NeverLost GPS navigation device to your booking.

What are "Airport Location Fees"? Airports impose fees for all retail operations and these can be quite hefty, it's why a muffin costs you more at the airport than your local shop. We collect these fees from you and pass them on to the airport management.

Can I rent a Firefly car when I arrive at the airport?

In order to keep Firefly rentals as cheap as possible you need to pre-book, online, your Firefly rental at least 2 hours before you want to collect a car.

We would like to hear about your rental experience

We welcome any feedback you have, so please don't hesitate to elaborate on your answers.

1. Login at <http://www.fireflyrentalsurvey.eu/>
2. Please enter your Rental Record Number and
3. Access Code located on the bottom of your invoice.
4. Please answer the questions regarding your experience with Firefly. All your information is kept confidential.

Thank you for your feedback

Firefly Contact Details

Book: FireflyCarRental.com

Follow: [Facebook.com/FireflyCarRentalAustralia](https://www.facebook.com/FireflyCarRentalAustralia)

Contact: 1-800-679-891

Email: customercareau@fireflycarrental.com