

TERMS & CONDITIONS

The terms and conditions that appear below are called the "Online Terms". The Online Terms are the terms and conditions which govern (a) enrollment in Gold Plus Rewards, sometimes referred to as the "Program" (the "Enrollment Agreement Terms") and (b) rentals of vehicles using the Program (the "Gold Rental Terms"), by persons who enroll in Gold Plus Rewards online today.

Depending on the date that they enrolled in the Program, individuals who have enrolled in the Program prior to this date may be subject to terms and conditions of enrollment in the Program that differ from the Enrollment Agreement Terms which appear below. If you have enrolled in the Program online prior to this date, you may obtain a copy of the Online Terms which were in effect on the date you enrolled by contacting Hertz at (405) 280-6388 or by writing to Hertz at The Hertz Corporation, P.O. Box 50216, Dallas, Texas 75250-0216, U.S.A.; or to Hertz Europe Financial Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; or to Hertz Australia Pty Ltd, P.O. Box 181, South Melbourne VIC 3205, Australia; or to Hertz New Zealand Ltd, Private Bag 4716, Christchurch, New Zealand 8020; Individuals who enroll or have enrolled in the Program by mailing or faxing a signed, printed enrollment agreement to Hertz ("Offline Members") are subject to terms and conditions of enrollment in the Program that are different from the Online Enrollment Agreement Terms. Hertz has endeavored to minimize those differences, which largely relate to the different processes by which online and "offline" enrollment in the Program takes place. Nonetheless, an Offline Member wishing to determine legal rights should not rely on the Online Terms as a guide to those rights. Instead, that Offline Member should obtain a copy of the printed enrollment agreement that is applicable. Copies may be obtained by contacting Hertz at (405) 280-6388 or by writing to Hertz at The Hertz Corporation, P.O. Box 50216, Dallas, Texas 75250-0216, U.S.A.; or to Hertz Europe Financial Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; or to Hertz Australia Pty Ltd, P.O. Box 181, South Melbourne VIC 3205, Australia; or to Hertz New Zealand Ltd, Private Bag 4716, Christchurch, New Zealand 8020;

TABLE OF CONTENTS

[PART I. ENROLLMENT AGREEMENT TERMS](#)

[PART II. HERTZ GOLD PLUS REWARDS RENTAL TERMS](#)

- A. [GENERAL PROVISIONS APPLICABLE TO ALL HERTZ GOLD PLUS REWARDS RENTALS](#)
- B. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN THE UNITED STATES AND CANADA](#)
- C. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN EUROPE, MIDDLE EAST AND AFRICA \(EMEA\)](#)
- D. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN AUSTRALIA](#)
- E. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN NEW ZEALAND](#)
- F. [COMPANY/TRAVEL AGENT ACCOUNTS SUPPLEMENTARY TERMS AND CONDITIONS](#)
- G. [CHANGES SINCE JANUARY 1, 2006](#)

PART I. ENROLLMENT AGREEMENT TERMS

1. You have received, read, understand, accept and agree to the terms, conditions, disclosures and notices appearing in this Part I (the "Enrollment Agreement Terms"), which pertain to membership in Hertz Gold Plus Rewards (the "Program") and Program rentals wherever Program service is available; as of January 1, 2006, Program service is available in the United States, Canada, much of Europe, Israel, South Africa, Australia and New Zealand. Your Enrollment Form, together with these Enrollment Agreement Terms, constitutes Your agreement with respect to Your enrollment in the Program and is referred to as Your "Enrollment Agreement". You have also received, read, understand, accept and agree to the terms and conditions appearing below under the heading Part II, including "Part II. A. General Provisions Applicable To All Hertz Gold Plus Rewards Rentals" (the "General Provisions"), "Part II. B. Terms And Conditions Applicable To Rentals In The United States And Canada" (the "North American Terms"), "Part II. C. Terms And Conditions Applicable To Rentals In Europe, Middle East And Africa (EMEA)" (the "EMEA Terms"), "Part II. D. Terms And Conditions Applicable To Rentals In Australia", "Part II. E. Terms

And Conditions Applicable To Rentals In New Zealand" and "Part II. F. Company/Travel Agent Accounts Supplementary Terms And Conditions" (all the terms and conditions appearing under all those headings collectively, the "Rental Terms"). If at any time You wish to change any of the selections on Your Enrollment Form, You may do so in the manner described in section 2, below.

2. When You make a Manifestation of Assent, You are making an offer to enter into a contract with the Hertz company identified on Your Enrollment Form (the "Enrolling Company"). The Enrolling Company reserves the right not to accept Your offer without being required to provide any explanation. If Your offer is accepted, You will be given notice that Your application has been accepted by the Enrolling Company. You may from time to time modify Your Enrollment Agreement to update the information or change the selections that You provided in Your Enrollment Form either by written notice to the Enrolling Company or through Hertz' Internet website, www.hertz.com. Your Enrollment Agreement, as modified to reflect any updates or changes that You may make, is referred to as Your "Enrollment" for the countries covered thereby. If the offer to enter into a contract that You make with Your Manifestation of Assent is accepted by the Enrolling Company, then the resulting Enrollment Agreement will supersede any prior enrollment agreement submitted by You which was accepted by Hertz prior to acceptance of this Enrollment Agreement with respect to those countries. The supply of the information requested on the Enrollment Form is voluntary. However, the Enrolling Company reserves the right to reject Your offer to enter into a contract with the Enrolling Company if You do not supply all of the information requested or for any other reason. See the General Provisions for information regarding the use of Your personal data.
3. When You rent a private passenger motor vehicle (excluding trucks and vans), including all such vehicles' parts (a "Car"), using the Program, the Hertz company or licensee providing the Car is called the "Renting Company". Your Enrollment, together with the terms and conditions of the Rental Terms which are applicable to rentals in the country in which the rental commences (as modified by the Enrolling Company from time to time in the manner prescribed therein), the Rental Record or Rental Agreement which You receive at the commencement of the rental (excluding, in the case of a rental agreement, the preprinted general terms and conditions section thereof, if any), and any other documents which You are required to sign at the commencement of the rental, will constitute the agreement between You and the Renting Company governing the rental. The identity of the Renting Company for each rental will appear on the Rental Record/Agreement for that rental. The Enrolling Company and the Renting Company are referred to collectively as "Hertz", "we" or "us".
4. The availability of Program service at specific locations may change. Reservations made not less than two (2) hours in advance of proposed rental commencement are required for Hertz Gold Plus Rewards rentals.
5. You represent that the information which You have provided in Your Enrollment is true, correct and complete. Your selections in the Enrollment of Optional Services (where available) and car class (subject to vehicle availability at the time You make the reservation) will apply to all rentals which You make using the Program; provided, that for a specific rental You may change Your selections of Optional Services at the commencement of the rental and You may select a different car class when You make Your reservation. Notice: For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrollment to obtain them. In such circumstances, the Rental Record/Agreement will indicate that You have declined to obtain such optional services, even though Your Enrollment specifies that you wish to obtain them. You may be able to purchase such services at the commencement of the rental even when they are not available in advance.
6. You authorize Hertz to process all charges in any way incurred by You in connection with a Gold rental against the first credit, charge or debit card listed in Your Enrollment (as such list may be modified from time to time in the manner described in section 2, above) which has available credit or funds, as the case may be, and which is accepted to qualify for rental at the rental location.
7. You promise to notify the Enrolling Company at once if Your Hertz Gold Plus Rewards Card, Hertz Credit Card, Gold Plus Rewards number or any of the credit cards listed in Your Enrollment are lost, stolen or invalidated, or if You suspect that any of them are being used without Your permission. Because of the nature of the Program, You understand the urgency of this obligation.

8. **THE FOLLOWING INFORMATION IS PROVIDED REGARDING YOUR RESPONSIBILITY FOR LOSS OF OR DAMAGE TO ANY CAR WHICH YOU RENT IN THE UNITED STATES OR CANADA USING GOLD. MORE DETAILED INFORMATION APPEARS IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS. EXCEPT AS STATED IN PARAGRAPH 4 OF THE NORTH AMERICAN TERMS, YOU ARE RESPONSIBLE FOR ANY AND ALL LOSS OF OR DAMAGE TO THE CAR REGARDLESS OF FAULT. FOR RENTALS IN THE UNITED STATES AND CANADA, HERTZ OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER (LDW). IF YOU ACCEPT LDW, WHICH IS NOT INSURANCE, HERTZ WILL NOT HOLD YOU RESPONSIBLE FOR LOSS OF OR DAMAGE TO THE CAR, SUBJECT TO CERTAIN RESTRICTIONS AND EXCLUSIONS WHICH ARE DISCUSSED IN PARAGRAPHS 4(d), 4(e) AND 5 OF THE NORTH AMERICAN TERMS. IN THOSE STATES WHERE THE SALE OF LDW IS REGULATED OR PROHIBITED, THAT LAW WILL GOVERN YOUR RESPONSIBILITY FOR LOSS OR DAMAGE TO THE CAR. LDW ENTAILS AN ADDITIONAL CHARGE. AS OF JANUARY 1, 2006, THE CHARGE FOR LDW AT MOST LOCATIONS IN THE UNITED STATES OR CANADA IS US\$26.99 OR CAN\$30.95, RESPECTIVELY, FOR EACH FULL OR PARTIAL RENTAL DAY. HOWEVER, A SPECIAL HIGHER LDW CHARGE OF US\$34.99 OR CAN\$34.95 FOR EACH FULL OR PARTIAL RENTAL DAY IS APPLICABLE TO CERTAIN LUXURY CARS. ALL CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE. YOUR OWN INSURANCE (OR THAT OF AN AUTHORIZED OPERATOR) MAY COVER ALL OR PART OF YOUR FINANCIAL RESPONSIBILITY (OR THAT OF THE AUTHORIZED OPERATOR) FOR LOSS OR DAMAGE TO THE CAR.**
9. **NOTICE: THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE RENTAL VEHICLE. YOU ARE ADVISED TO CAREFULLY CONSIDER WHETHER TO SIGN THIS WAIVER IF YOU HAVE RENTAL VEHICLE COLLISION COVERAGE PROVIDED BY YOUR CREDIT CARD OR COLLISION INSURANCE ON YOUR OWN VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN VEHICLE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER YOUR OWN INSURANCE COVERAGE. YOU ARE ALSO ADVISED TO DETERMINE WHETHER SUCH COVERAGE IS PROVIDED UNDER THE AGREEMENT REGARDING THE CREDIT CARD WHICH IS USED TO PAY FOR THE RENTAL OR FROM ANY OTHER SOURCE AND, IF SO, THE TERMS AND SCOPE OF SUCH COVERAGE. THE PURCHASE OF THIS LOSS DAMAGE WAIVER PRODUCT IS NOT MANDATORY AND MAY BE DECLINED.**
10. **THE INSURANCE COVERAGES OFFERED BY HERTZ MAY PROVIDE A DUPLICATION OF COVERAGE ALREADY PROVIDED BY A RENTER'S PERSONAL AUTOMOBILE INSURANCE POLICY OR BY ANOTHER SOURCE OF COVERAGE. THE PURCHASE OF THESE KINDS OF COVERAGE IS NOT REQUIRED IN ORDER TO RENT A VEHICLE.**
11. **FOR RENTALS COMMENCING IN THE DISTRICT OF COLUMBIA. WARNING: FAILURE TO RETURN THE CAR IN ACCORDANCE WITH THE TERMS OF THE RENTAL AGREEMENT MAY RESULT IN A CRIMINAL PENALTY OF UP TO 3 YEARS IN JAIL.**
12. **Unless waived, a renter in Miami-Dade County must be furnished a county-approved visitor information map. These maps are available at all Hertz locations in Dade County. Each renter must either acknowledge receipt of such a map or waive his or her right to receive such a map. By making a Manifestation of Assent, You hereby waive Your right to receive such a map.**
13. **NOTICE: IF YOU HAVE COLLISION COVERAGE UNDER YOUR OWN AUTOMOBILE INSURANCE POLICY WRITTEN IN LOUISIANA, YOUR COLLISION COVERAGE AUTOMATICALLY EXTENDS TO RENTAL MOTOR VEHICLES PURSUANT TO R.S. 22:1406(F). EVEN IF YOU ARE NOT A LOUISIANA INSURED, THE PURCHASE OF LOSS DAMAGE WAIVER IS NOT MANDATORY AND MAY BE WAIVED. THIS CONTRACT OFFERS, FOR AN ADDITIONAL CHARGE, A LOSS DAMAGE WAIVER TO COVER YOUR RESPONSIBILITY FOR DAMAGE TO THE VEHICLE. BEFORE DECIDING WHETHER TO PURCHASE THE LOSS DAMAGE WAIVER, YOU MAY WISH TO DETERMINE WHETHER YOUR OWN AUTOMOBILE INSURANCE AFFORDS YOU COVERAGE FOR DAMAGE TO**

THE RENTAL VEHICLE AND THE AMOUNT OF THE DEDUCTIBLE UNDER SUCH COVERAGE.

14. **Under Minnesota law, a personal automobile insurance policy issued in Minnesota must cover the rental of the motor vehicle against damage to the vehicle and against loss of use of the vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this Enrollment Agreement is not necessary if Your policy was issued in Minnesota.**
15. **FOR RENTALS COMMENCING IN TEXAS. YOU MAY NOT NEED THE AUTOMOBILE INSURANCE OFFERED BY HERTZ. YOUR TEXAS AUTOMOBILE POLICY PROVIDES COVERAGE FOR YOUR LIABILITY WHILE OPERATING A RENTAL VEHICLE. AUTOMOBILE POLICIES ISSUED IN OTHER STATES OR COUNTRIES MAY ALSO DUPLICATE THIS COVERAGE. THE PURCHASE OF AUTOMOBILE RENTAL LIABILITY INSURANCE IS NOT REQUIRED AS A CONDITION OF RENTING AN AUTOMOBILE. THIS INSURANCE DOES NOT APPLY TO ANY BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE USE OR PERMITTING THE USE OF A RENTAL VEHICLE BY ANY DRIVER WHILE UNDER THE INFLUENCE OF DRUGS OR ALCOHOL IN VIOLATION OF THE LAW.**
16. **FOR RENTALS IN EUROPE, MIDDLE EAST AND AFRICA (EMEA), Hertz offers a number of optional services for an additional daily charge. If taken, Theft Protection (TP) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, which is caused by theft, attempted theft or vandalism, to the non-waivable excess stated on the Rental Record. If taken, Collision Damage Waiver (CDW) will limit Your responsibility for loss of or damage to the Car, its parts or accessories, other than caused by theft, attempted theft or vandalism, for each such incidence of loss or damage arising from a separate event, to the non-waivable excess stated on the Rental Record. As an alternative to CDW and TP, if You take Super Cover (SC), which is not available in some countries or for rentals attached to certain CDP numbers, You will receive the benefit of both CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated. If You choose SC and it is not available for Your rental, You will receive Super Collision Damage Waiver (SCDW), where available, and TP. If SCDW is also not available, You will receive CDW and TP. If You are given SCDW, You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated (although You will remain liable for the excess in relation to TP). THE BENEFITS OF TP, CDW, SCDW AND SC MAY BE VOIDED WITH RESPECT TO A PARTICULAR RENTAL IF YOU USE THE CAR AS PROHIBITED UNDER PARAGRAPHS 2 AND 5 OF THE EMEA TERMS OR IF THE DAMAGE OR THEFT IS CAUSED INTENTIONALLY OR BY THE GROSS NEGLIGENCE OF YOU OR AN AUTHORISED DRIVER. Before deciding whether to purchase TP and/or CDW or SC, You should determine whether You have other insurance that affords You coverage for loss of or damage to the Car and, if so, what the terms of such coverage are (including any limitations and excesses). Personal Insurance/Personal Accident Insurance (PI/PAI) is available at an additional daily charge and provides certain benefits for You and Your passengers for accidental death. Depending upon the country in which the rental commences, PI/PAI may also provide benefits for permanent disability, certain injuries, medical and emergency expenses and/or damage to or theft of personal possessions (including baggage) during the rental.**
17. **For rentals in Australia, Hertz will subject to certain exceptions under the Rental Agreement associated with Prohibited Uses, Prohibited People and Full Responsibility Uses, be responsible for any loss of or damage to the Car, except for the first AUS\$3,300 (including GST) Accident Damages Excess (ADE) or such other amount specified on the Rental Agreement. Additional excesses of AUS\$2,200 (including GST) may apply for damages resulting from a Single Vehicle Accident and damages resulting from Water Damage (other than by total or partial immersion) or other such amount as specified on the Rental Agreement in addition to the ADE as is specified in the Additional Terms. Optional Maximum Cover (MAX) is offered for AUS\$34.90 (including GST) per full or partial rental day or other such amount specified on the Rental Agreement. With MAX, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, you have no liability to Hertz**

for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage). Optional Accident Excess Reduction (AER) is offered for AUS\$25.90 (including GST) or such other amount specified on the Rental Agreement per full or partial rental day to reduce the standard ADE. With AER, other than damages resulting from a Single Vehicle Accident, Water Damage (other than by total or partial immersion), or by a Car not driven by an Authorised Driver, your liability to Hertz for damages which occur during the rental period or which result from Your rental or use of the Car (including tyre and/or windscreen damage) is limited to the amount of the ADE as noted on the Rental Agreement. The additional Single Vehicle Accident and Water Damage Excess, or Your responsibility for damages resulting from a Car not driven by an Authorised Driver, cannot be reduced through the purchase of MAX or AER. Other Renter Protection Options may be available at participating locations. **For rentals in New Zealand**, you are liable for the first NZ\$ 2,812.50 (including GST) for vehicle groups B to F, and NZ\$ 3,375.00 (including GST) for vehicle groups H to M or any other amounts as shown on the rental agreement for any loss or damage to the rental vehicle referred to in the insurance cover specified in Clause 10 of the Terms & Conditions applicable to Gold rentals in New Zealand. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 by payment of the optional Accident Excess Reduction (AER) of NZ\$ 24.75 (including GST) per day for vehicle groups B to F and NZ\$ 28.12 (including GST) per day for vehicle groups H to M. Hertz New Zealand offers an optional Renter Protection Package (PKG) which combines AER with benefits of Personal Accident Insurance (PAI) and Personal Effects Cover (PEC). PKG is offered for NZ\$33.75 (including GST) per day for vehicle groups B to F and NZ\$ 37.12 (including GST) per day for vehicle groups H to M. **All rates, excesses and reduction amounts are stated as of January 1, 2007, are subject to change without notice and may vary with rate and vehicle options. All prices are subject to Airport Concession Fee Recovery and or Admin Fee at participating locations.**

18. The following applies to residents of Australia: You consent to Hertz obtaining reports from one or more credit reporting agencies for the purpose(s) of assessing Your application for membership in the Program, assessing your applications to rent Cars from Hertz and managing Your rentals of Cars. You also consent to Hertz giving information about You to credit reporting agencies for the purposes of obtaining consumer credit reports about You and to allow the credit reporting agencies to create or maintain credit information files containing information about You. The information can include Your identity particulars, the fact that you have applied for or obtained membership in the Program, or that you have applied to rent or have rented Cars from Hertz, details of any payment which You must make to Hertz which is more than 60 days overdue and for which debt collection action has started, information that in Hertz' opinion you have committed a serious credit infringement, and information about dishonoured cheques drawn by you for AUS\$100.00 or more which have been dishonoured more than once. You also authorize Hertz to exchange information about You with credit providers named in a consumer credit report issued by a credit reporting agency or named in Your application for membership in the Program or Your application to rent a Car for the purposes of assessing Your application for membership in the Program, assessing applications by You to rent Cars, managing Your rental of Cars, notifying other credit providers of a default, exchanging information with other credit providers as to the status of any vehicle rentals you have with Hertz in situations where you are in default with other credit providers, and to assess Your credit worthiness. This can include any information about Your creditworthiness, credit standing, credit history or credit capacity which credit providers are allowed to exchange under the Privacy Act.

PART II. GOLD RENTAL TERMS
PART II. A. GENERAL PROVISIONS APPLICABLE TO ALL HERTZ GOLD PLUS
REWARDS RENTALS

AGREEMENT; PARTIES TO AGREEMENT

The terms and conditions appearing in this Part II. A. apply to all rentals using the Program by You.

For a rental to be a rental using the Program, You must be enrolled to use the Program in the country in which the rental is to commence. You must make a reservation for the rental in which You give Your Program membership number, and the rental must commence at a location at which Program service is available. Substitutions and exchanges of Cars rented using the Program, and extensions authorized by Hertz of Program rentals beyond the due date for return of the Car, will also be Program rentals. Trucks and vans are not available for rental using the Program.

Rentals which do not use the Program will be governed by the Terms and Conditions for rentals at the facility at which the rental originates, which will be given to You at the commencement of the rental, and not by these Rental Terms. However, if the Terms and Conditions for rentals at the facility at which a non-Program rental commences are less permissive with respect to which persons may operate the Car than are the corresponding provisions of these Rental Terms for Program Rentals commencing in the country in which that facility is located, then renters enrolled to use the Program in that country will receive the benefit of the more permissive terms even when making a non-Program rental of a Car. For rentals in the United States and Canada by renters enrolled to use the Program in those countries, this means that the renter's spouse or domestic partner may operate the Car without registering as an Additional Authorized Operator or paying a fee, provided he or she is at least 25 years old and has a valid driver's license from a jurisdiction acceptable to Hertz.

When You rent a private passenger motor vehicle, including all such vehicle's parts (a "Car"), using the Program (a "Program rental"), the Hertz company or licensee providing the Car is called the "Renting Company." At the time of such a rental, You will receive a written document (called a "Rental Record" or "Rental Agreement") which contains specific terms of that rental and identifies the Renting Company; the Rental Record/Agreement may also contain other information pertaining to Car rentals in the jurisdiction in which the rental commences. The agreement governing such a rental (this "Agreement") will consist of (i) Your Enrollment for the country in which that rental commences, (ii) these General Provisions and the terms and conditions of these Rental Terms which are applicable to rentals in that country, as modified by Hertz in the manner described in "Waiver Or Change Of Terms," below, (iii) the applicable Rental Record/Agreement (excluding, in the case of a Rental Agreement, the preprinted general terms and conditions section thereof, if any) and (iv) any other documents which You are required to sign when You rent the Car. This Agreement is an agreement between You, on the one hand, and the Renting Company, on the other. The words "Hertz," "we" and "us" mean the Enrolling Company and the Renting Company. This Agreement is entered into, and the rental of the Car using the Program commences, when You take possession of the Car.

If You rent a Car using the Program and Your Enrollment contains a counter discount program ("CDP") number and/or You request that an "ask for" rate plan apply to Your rental (also known as specifying an "RQ Code"), then the terms of the CDP program and the "ask for" rate plan may be inconsistent with each other or with other information contained in Your Enrollment. (For example, the "ask for" rate plan You specify may be an inclusive rate plan under which You will receive a damage waiver, while Your Enrollment or the terms of Your CDP may reflect that You decline a damage waiver.) In such an event, You authorize Hertz to resolve the inconsistency in any manner that it in good faith determines, provided that the Rental Record/Agreement that You receive at the commencement of the rental reflects the resolution of the inconsistency that Hertz has determined to effect. If You decide to change the optional services reflected on the Rental Record/Agreement, You may do so by advising a Hertz representative of Your decision at the commencement of the rental and having the representative revise the Rental Record/Agreement to reflect Your elections.

ASSIGNMENT AND DELEGATION

You may not assign Your rights or responsibilities as a member of the Program or Your rights or responsibilities under any agreement governing any Program rental. The Enrolling Company reserves the right to perform its obligations under Your Enrollment and any rentals using the Program through affiliated companies and licensees in the countries where the rentals commence, and You hereby acknowledge the right of such affiliated companies or licensees to subrogate to any or all of the rights of the Enrolling Company in relation to such rentals.

WAIVER OR CHANGE OF TERMS

No term contained in any agreement governing any Program rental may be waived or changed, except in writing signed by an expressly authorized representative of Hertz. Except as provided in these Rental Terms, rental representatives are not authorized to waive or change any term of any agreement governing any Program rental. The terms and conditions of these Rental Terms or Your Enrollment may be revised or supplemented from time to time by Hertz sending You notice of such changes. It will be presumed that You have received any such notice mailed to Your address specified in Your Enrollment or otherwise provided by You to Hertz. If applicable law allows such notices to be effective if sent using electronic records (for example, by e-mail), it will also be presumed that You have received any such notice transmitted/sent to the address for electronic records (for example, the e-mail address) specified in Your Enrollment or otherwise provided by You to Hertz. Your making a Program rental after the effective date of such changes will constitute Your acceptance of such changes. These Rental Terms may also be changed by Hertz from time to time, without notice to You, if the change is made (i) to cure any ambiguity in the terms and conditions, to correct or supplement any provision of the terms and conditions that is inconsistent with any other provision or to add any provision with respect to matters or questions arising under the terms and conditions that is consistent with them, in each case provided that the change does not adversely affect You, or (ii) to modify, eliminate or add any provision to the extent necessary to make these Rental Terms comply with, and be enforceable under, applicable law. The terms and conditions of these Rental Terms, as they may from time to time be changed by Hertz, will be available on request made to The Hertz Corporation, P.O. Box 50216, Dallas, Texas 75250-0216, U.S.A.; or to Hertz Europe Financial Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; or to Hertz Australia Pty Ltd, P.O. Box 181, South Melbourne VIC 3205, Australia; or to Hertz New Zealand Ltd, Private Bag 4716, Christchurch, New Zealand 8020; and at our Internet website, <http://www.hertz.com>. Information regarding changes to the Rental Terms, as well as changes to California law governing rental agreements, since the effective date of the most recent restatement of the Rental Terms, will also be available on written request to any of the addresses listed in the preceding sentence. This information may also be viewed at <http://www.hertz.com>. You may view the Rental Terms, together with the aforementioned changes, on www.hertz.com by simply (a) logging in as a member, then (b) clicking on "MY ACCOUNT" and then (c) clicking on "Terms and Conditions."

You may from time to time, by written notice to Your Enrolling Company or through our Internet website, change the selections in Your Enrollment with respect to vehicle class, optional services and/or credit card information.

APPLICABLE LAW

With regard to any Program rental entered into by You, the substantive law of the jurisdiction(s) in which the rental commences will apply, without giving effect to the choice of law rules thereof, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction. With regard to Your Enrollment or membership in the Program (as opposed to any Program rental entered into by You), the law of the jurisdiction(s) in which the Enrolling Company has its principal executive office will apply, and You irrevocably and unconditionally consent and submit to the nonexclusive jurisdiction of the courts located in that jurisdiction.

If any provision of Your Enrollment or the agreement governing any Program rental conflicts with any applicable law or regulation in any jurisdiction, then that provision shall be deemed to be modified as to that jurisdiction (but, to the extent permitted by law, not elsewhere) to be consistent with such law or regulation, or to be deleted if modification is impossible, and shall not affect the remainder of Your Enrollment or such agreement, which shall continue in full force and effect. If any provision of Your Enrollment or such agreement is held to be so broad as to be unenforceable in any jurisdiction, then that provision shall be interpreted to be only so broad as is necessary for it to be enforceable as to such jurisdiction (but, to the extent permitted by law, not elsewhere).

YOU UNDERSTAND AND AGREE THAT IT IS IMPROPER FOR YOU TO FILE A LAWSUIT CONCERNING YOUR MEMBERSHIP IN THE PROGRAM OR ANY PROGRAM RENTAL AGAINST ANY ENTITY OTHER THAN THE ENROLLING COMPANY OR, WITH RESPECT TO ANY PARTICULAR PROGRAM RENTAL, THE APPLICABLE RENTING COMPANY.

USE OF PERSONALLY IDENTIFIABLE DATA

You acknowledge that The Hertz Corporation has established a Privacy Policy for Rental Customers (the "Privacy Policy") with respect to the use of personally identifiable data about individuals who are customers or prospective customers of the rental businesses of The Hertz Corporation and its subsidiaries (the "Hertz Group"), under which:

1. The Hertz Group may collect personally identifiable data about You and may make certain uses, including without limitation marketing uses, of personally identifiable data about You.
2. You may direct the Hertz Group (A) not to disclose personally identifiable data about You to companies that are not the Hertz Group's affiliates or licensees for marketing purposes and/or (B) not to send You any marketing offers or materials and not to provide personally identifiable data about You to the Hertz Group's affiliates or licensees for marketing purposes. That direction may be given at the time of your initial Enrollment or may be given subsequently by writing to Director, Privacy Services, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.; or to Director, Privacy Services, Hertz Europe Financial Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland; or to Director, Privacy Services, Hertz Australia Pty Ltd, 10 Dorcas Street, South Melbourne VIC 3205, Australia or to Director, Privacy Services, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020; or by updating Your Enrollment through our Internet website.
3. You may access and correct data about You.
4. The Hertz Group may make changes to the Privacy Policy in the future.
5. By providing the Hertz Group with personally identifiable data about You, You consent to the collection and use of data about You, subject only to any choices You are permitted to make to limit such use, and to Your right to access and correct such data; You acknowledge data security risks and agree to take precautions to assist the Hertz Group in protecting such data; and You agree that the Hertz Group may make changes in the Privacy Policy in the future.

The foregoing is simply an outline of the Privacy Policy. A full copy of the Privacy Policy may be viewed by clicking on the following link: [Privacy Policy](#). You may also obtain a copy of the Privacy Policy by writing to Director, Privacy Services at one of the addresses appearing in paragraph 2 above.

CURRENCY CONVERSION

For Program rentals outside Europe, Middle East and Africa, the following provision applies. If You use a credit, charge or debit card or stored value/prepaid/gift card to pay for rental charges that are denominated in the currency of one country and the card was issued in a country that uses a different currency, then, if it is permitted to do so by applicable law, Hertz may (but will not be required to) convert the charges into the currency of the country in which the card was issued and process the charges in the converted currency. If Hertz elects to convert such charges, then such charges will be converted into the currency of the country in which the card was issued on the date Hertz or its agents forward the charges

to Hertz' card processor at a rate set by Hertz or an entity designated by Hertz based on an interbank, tourist or (where required by law) official rate, increased in each instance by a currency conversion charge of up to 3%. This rate may differ from the rate in effect on the date the charges were incurred and may also differ from the rate You would pay if Hertz were to forward the charges to the card's issuer in the currency in which the charges were originally denominated. For Program rentals in Europe, Middle East or Africa, paragraph 8 of the Terms And Conditions Applicable To Rentals In Europe, Middle East And Africa governs currency conversions.

OPTIONAL SERVICES

The optional services offered by Hertz are subject to being discontinued or modified, and are subject to price changes, at any time without notice, and are subject to local availability. You should review the Rental Record/Agreement which You receive at the commencement of each rental. You may select different optional services from those specified in Your Enrollment by advising a Hertz representative of Your decision at the commencement of the rental and having the Hertz representative revise the Rental Record/Agreement to reflect Your elections.

PAYMENTS TO INTERMEDIARIES

If You arrange for a rental through a travel agent, Internet travel site, broker or other intermediary acting on Your behalf, Hertz may pay commissions or other payments to that party to compensate it for arranging such rentals. That compensation may be based in part on the overall volume of business that party books with Hertz. For details on such compensation, You should contact that party.

PART II. C. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN EUROPE, MIDDLE EAST AND AFRICA (EMEA)

The terms and conditions appearing in this Part II. C. ("EMEA Terms") apply to all rentals commencing in Europe, the Middle East and Africa. Unless otherwise indicated, all references in this Part II. C. to numbered paragraphs and subparagraphs refer to the General EMEA Terms, which appear immediately below. Variations and additions to the General EMEA Terms re detailed in the Country Specific sections which follow the Summary of Optional Services.

GENERAL EMEA TERMS

1. NATURE OF THIS AGREEMENT

The rights and obligations contained in this Agreement govern Your use of the Car and are not transferable by You. You acknowledge that the Car is owned by Hertz and that any attempted transfer or sub-rent of the Car by anyone other than Hertz is void. Hertz permits You to use the Car on the terms and conditions of this Agreement only.

2. WHO MAY OPERATE THE CAR

The Car must only be driven by You or any other person who has been authorised by Hertz at the commencement of the rental and whose details are noted on the Rental Record (an "Authorised Driver"). You agree that You will not allow anyone to drive the Car, including Yourself:

- (a) who does not fulfil the minimum Hertz requirements regarding age and possession of a valid driving licence in effect at the time and place of rental, as well as any other minimum requirements which may be in effect at the time and place of rental that may be notified to You at or prior to commencement of the rental; or
- (b) who is over-tired or under the influence of alcohol, drugs, medication or any other legal or illegal substance impairing their consciousness or ability to react.

3. PICK-UP/DELIVERY AND RETURN

- (a) Hertz will supply the Car to You in good overall and operating condition, complete with all necessary documents, parts and accessories.

- (b) You agree to return the Car to Hertz in the same condition as You rented it, subject to fair wear and tear, with the same documents, parts and accessories, at the location and on the date and time designated in the Rental Record.
- (c) You and Hertz will check the condition of the Car at the start of the rental and on return of the Car. Hertz will provide a record showing any agreed defects.
- (d) The Car must be returned to the agreed Hertz location within the normal business hours of the location concerned. If You return the Car outside of these hours You must comply with the out of hours return instructions for that location, in which case You will remain fully responsible for any loss, theft or damage to the Car until the location re-opens for business. If You fail to comply with these instructions, You will remain responsible for any loss, theft or damage to the Car as well as for time charges, charges for optional services or other charges stated in the Rental Record until Hertz personnel are able to access the Car.
- (e) If at any time Hertz has agreed that You may return the Car to a place other than a Hertz rental location, or if Hertz has agreed to collect it, You will remain fully responsible for any loss, theft or damage to the Car until it is collected by Hertz.
- (f) Hertz rental charges are calculated on the basis of 24 hour periods from commencement of rental. If You fail to return the Car to the agreed return or collection point within the grace period (as specified in the next sentence) following the agreed time, You will be charged an extra day's rental, including charges for any options taken, at the relevant daily rate, for every day or part of a day that the Car is overdue. The "grace period" is the period of time specified as a grace period on the Rental Record or, if the Rental Record does not specify a grace period, a period of 29 minutes.
- (g) You agree that Hertz is entitled to charge You a reasonable additional charge if the Car requires more than our standard cleaning on its return to restore it to its pre-rental condition allowing for fair wear and tear.

4. YOUR RESPONSIBILITY FOR LOSS OR DAMAGE

- (a) Subject only to any deductions arising from Your acceptance of any of the options specified at paragraph 4(b), You will be liable to Hertz for all reasonable losses and costs incurred by Hertz in the event of loss, damage to or theft of the Car, its parts or accessories while on rental. Your liability may include the cost of repairs, loss in value of the Car, loss of rental income, towing and storage charges and an administration charge, which recovers our costs for handling any claim arising from damage caused to the Car unless responsibility for the damage lies with Hertz or has been determined by a third party or their insurers to lie with the third party. If damaged, Hertz will endeavour to repair the Car as soon as possible. You will not be liable to Hertz for any charge or excess if the loss or damage is directly due to the negligence of Hertz or Hertz' breach of this Agreement.
- (b) Provided You comply with all the terms of this Agreement and provided the loss, damage or theft is not caused intentionally, or by the gross negligence, of You or an Authorised Driver, or by any unauthorised driver, Your liability may be limited as follows:
 - (i) if You have accepted the optional **Theft Protection ("TP")**, as indicated on the Rental Record, then Your liability for loss of or damage to the Car that is the result of theft, attempted theft or vandalism is limited to the amount of the non-waivable excess stated on the Rental Record;
 - (ii) if You have accepted the optional **Collision Damage Waiver ("CDW")**, as indicated on the Rental Record, then Your liability for loss of or damage to the Car, its parts or accessories other than caused by theft, attempted theft or vandalism is limited, for each such incidence of loss or damage arising from a separate event, to the amount of the non-waivable excess stated on the Rental Record;

1. if You have accepted the optional **Super Cover (“SC”)**, as indicated on the Rental Record, then You will receive the benefit of both CDW and TP and Your liability for the excess in relation to both CDW and TP will be eliminated; and

(iv) if You have accepted the optional **Super Collision Damage Waiver (“SCDW”)**, as indicated on the Rental Record, then You will receive the benefit of CDW and Your liability for the excess in relation to CDW will be eliminated, although You will remain liable for the excess in relation to TP, if You have accepted TP.

Note: (1) SC and SCDW are only available at certain locations. If You have selected SC in Your Enrollment, You will receive SC at all locations at which SC is available. If SC is not available, You will receive SCDW (where available) and TP. If SCDW is also not available, You will receive CDW and TP. In each case, You will pay at the rates specified on the Rental Record. (2) You may select different optional services from those specified on the Rental Record by advising a Hertz representative of Your decision at the commencement of the rental and having the Hertz representative revise the Rental Record to reflect Your elections.

5. PROHIBITED USE OF THE CAR

- (a) You are authorised to drive the Car on the conditions contained in this paragraph 5 and paragraph 2 above including, at all times, to use the Car in a responsible manner. If You do not comply with these conditions, You will be liable to Hertz for any liability or reasonable loss incurred by Hertz or any damages or reasonable expenses Hertz suffers or incurs as a result of Your breach. You may additionally lose the benefit of any waivers or insurance selected by You. Hertz reserves the right to take back the Car (without notice, unless it is legally required) at any time, and at Your expense, if You are in breach of this Agreement.
- (b) You must look after the Car, make sure it is locked, secure and parked in a safe place when not in use and set and use any security device provided. You must remove and keep in a safe place any removable radio and/or radio faceplate when the Car is unoccupied. You must use seat belts, child seats and other child restraints as appropriate.
- (c) You must use the correct fuel and check the oil and other fluid gauges beyond 1000 kms, refilling oil and other fluids as necessary. If You experience any problem due to accident or mechanical failure, You must contact Hertz on the number provided at the time of rental. No one may service or repair the Car without Hertz' prior express permission.
- (d) You must not use the Car or allow it to be used:
 - (i) to carry passengers for remuneration;
 - (ii) to carry cargo for remuneration;
 - (iii) to tow or push any vehicle, trailer or other object;
 - (iv) off road or on roads unsuitable for the Car;
 - (v) when it is overloaded or when loads are not properly secured;
 - (vi) for carrying any object or any substance which, because of its condition or smell may harm the Car and/or delay Hertz' ability to rent the Car again;
 - (vii) to take part in any race, rally, test or other contest;
 - (viii) in contravention of any traffic or other regulations;
 - (ix) for any illegal purpose;
 - (x) for sub-renting;
 - (xi) to drive or be driven in restricted areas including, but not limited to, airport runways, airport service roads and associated areas;
 - (xii) for driver training activity; or
 - (xiii) in contravention of any of the driver requirements contained in paragraph 2 above.
- (e) Unless stated below or in the Country Specific Terms or with the prior written consent of Hertz, Cars may only be taken into the following countries:

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Italy (but see paragraph 5(g)), Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal, Republic of Ireland, San Marino, Spain (not including the Spanish Enclaves of Ceuta and Melilla), Sweden, Switzerland and the United Kingdom (including Northern Ireland).

Please see the Country Specific Terms for additional permitted countries to take Cars rented in Austria, Czech Republic, Germany, Hungary, Poland and Slovakia.

- (f) Except as provided in the Country Specific Terms, Cars rented in Ireland, Israel, South Africa and the United Kingdom (excluding Northern Ireland) may only be used in those countries and must not, under any circumstances, be taken or driven into any other country.
- (g) Mercedes, Porsche, BMW or other prestige cars and convertibles of any make must not be taken into Italy.

6. PAYMENT OF CHARGES

- (a) In Your Enrollment, You authorized Hertz to process all charges in any way incurred by You under this Agreement (“Charges”) against the first credit, charge or debit card listed on Your Enrollment which has available credit or funds and which is accepted at the rental location. (Note: As of January 1, 2006, debit cards are generally not accepted in EMEA.) You authorize Hertz to reserve credit with, or obtain an authorization from, the card issuer at the time of rental in a reasonable amount that is at least equal to all estimated Charges.
- (b) You and any person to whom, with Hertz’ consent, You expressly direct the Charges to be billed, are jointly and severally responsible for payment of the Charges. If You direct Charges to be billed to any person, You represent that You are authorized to do so.
- (c) If You do not pay any Charges within the time indicated on Your statement of account, Hertz reserves the right to charge You interest in addition to the outstanding charges, at a rate of 3% per annum above the base lending rate of the central bank for the currency in which the charges are denominated.

7. CHARGES

- (a) For any rental You make under this Agreement, the charges stated on the Rental Record reflect Your use of the Car as agreed at the start of Your rental. These include the basic rental charge, additional compulsory charges and any optional or ancillary services chosen by You either in Your Enrollment or at the time of reservation or rental, plus applicable taxes at the prevailing rate.
- (b) The basic rental charge is made for a minimum of one rental day (the 24 hour period starting from the time the rental begins) and includes compulsory third party insurance and any other services as specified on the Rental Record.
- (c) Additional compulsory charges may apply at certain locations and include a **Vehicle Licence Fee** (which passes on Your share of any compulsory charges incurred by Hertz for keeping the Car on the road), a **Location Service Charge** (which reflects the higher cost of renting from certain locations) and a **Young Driver Surcharge** (which may apply if You, or any additional driver, are under 25 years old).
- (d) In addition to the charges stated on Your Rental Record, charges may arise from Your use of the Car during the rental and may include, amongst others, loss of or damage to the Car, a refuelling service charge, late return charge, additional driver charge, extra cleaning charge and any road tolls or fines or charges arising from traffic or parking offences during the rental (including a reasonable administration charge in accordance with paragraph 14(b)).
- (e) Charges are subject to final calculation after return of the Car.

8. CURRENCY CONVERSION CHARGE

Hertz may (but shall not be required to) arrange for Your rental charges for Program rentals commencing at certain participating locations in Europe, Middle East or Africa to be converted from the currency of the country of rental to the currency in which Your credit, charge or debit card is issued. Conversions will be arranged through Hertz Europe Service Centre Limited ("HESC"), a subsidiary of The Hertz Corporation. HESC shall be entitled to subcontract this conversion to its processing bank. The conversion will be based on a commercial daily rate of exchange provided by a reputable foreign exchange dealer when Your rental closes. This rate may differ from the rate You would pay if Hertz were to forward the charges to the card's issuer in the currency in which the charges were originally incurred. The processing bank will charge a currency conversion fee of 2.5% of the transaction. This fee may replace the currency conversion charge usually made by Your card issuer. If You do not agree to Hertz arranging the conversion and to payment of the currency conversion fee, You may opt to have the conversion made by Your card issuer by completing the currency conversion opt out form that will be provided for You in the Car and either returning it to the Hertz counter at the end of the rental or placing it with the keys in the Express Return Box.

9. REFUELLING SERVICE CHARGE

- (a) The Car will be supplied to You with a full tank of fuel. If You return the Car with less than a full tank of fuel, a refuelling service charge will be payable by You for fuel and the service of refuelling at the applicable rate specified on the Rental Record.
- (b) However, if You have, as indicated on the Rental Record, elected to purchase a full tank of fuel at the commencement of the rental by accepting the **Fuel Purchase Option**, then there will be no refuelling service charge on return of the Car (although You will not receive any credit for fuel remaining). Instead, You will pay the amount indicated on the Rental Record for the fuel You purchase at the commencement of the rental.

10. RESPONSIBILITY FOR PROPERTY

Hertz is not liable to You or any Authorised Driver or passenger for loss of or damage to property left in the Car either during or after the period of rental unless the loss or damage results from the negligence of Hertz or breach of this Agreement by Hertz. Such property is entirely at Your own risk, unless covered by **Personal Insurance** as described below under "Summary Of Optional Services Available For Rentals In Europe, Middle East And Africa".

11. THIRD PARTY LIABILITY INSURANCE; INDEMNITY

- (a) Hertz has a legal requirement to provide third party insurance coverage. This coverage is included in the basic rental charge.
- (b) Hertz' automobile liability insurance policy meets all legal requirements and protects Hertz, You and any Authorised Driver against legal claims from any other person for death or personal injury or damage to any other person's property caused by use of the Car.
- (c) **You agree to reimburse Hertz if Hertz is obliged to compensate (i) the insurers for any payment they make to a third party on Your behalf and/or (ii) any third party, if that third party suffers death, personal injury or damage to property caused by use of the Car by You or any Authorised Driver in breach of paragraph 2 (*Who May Operate the Car*) or paragraph 5 (*Prohibited Use of the Car*) of this Agreement.**

12. ACCIDENTS, THEFT AND VANDALISM

- (a) You must, where possible, report any traffic accident, loss, damage or theft involving the Car to the police immediately and to Hertz within 24 hours of the incident or discovery of the incident.
- (b) You must not admit any liability, release any party from liability, or settle any claim nor accept any disclaimer in the event of an accident, but should take the names and addresses of everyone involved, including witnesses.
- (c) A Hertz accident or theft report form must always be completed and submitted to Hertz when You return the Car. In the event of theft, You must return the keys and any remote control anti-theft device

to Hertz. If You do not comply with the requirements of this paragraph 12, any optional coverage You take to reduce or eliminate Your liability (including CDW, TP, SC, and SCDW) will be void.

- (d) You agree to co-operate with Hertz and our insurers in any investigation or subsequent legal proceedings arising out of loss of or damage to the Car.

13. LIMITS ON LIABILITY

- (a) Subject to paragraph 13(b), Hertz shall not be liable to You or any third party for any loss or damage arising from the rental other than as a result of our negligence or wilful misconduct or any other breach by Hertz of this Agreement. Hertz shall not be liable for any indirect or unforeseeable loss or damages, including loss of profits or loss of opportunity.
- (b) Nothing in paragraph 13(a) shall exclude or restrict Hertz' liability for death or personal injury resulting from acts or omissions of Hertz or any other liability which cannot be excluded as a matter of law.

14. PARKING AND TRAFFIC VIOLATIONS

- (a) You are fully responsible for all road tolls, parking fees, and any fines or other consequences of the violation of traffic regulations (including congestion charges), orders or prohibitions, or any other laws or regulations during the rental.
- (b) If Hertz is required to pay and/or process such road tolls, fees, fines, charges or associated costs, You agree that Hertz may charge You with the amount we are required to pay plus a reasonable administration charge for dealing with these matters.
- (c) Hertz shall, upon request, supply You with a copy of any traffic violation notice which Hertz receives.

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN EUROPE, MIDDLE EAST AND AFRICA

Your rentals using the Program will include the combination of optional services and Car class which You have selected in Your Enrollment (as such elections may have been modified from time to time by You). You may select a different Car class at the time that You make Your reservation. You may also select different optional services for a specific rental at the time the rental commences.

For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrollment to obtain them. (This would be likeliest to occur when, in Hertz' judgment, applicable law made it impracticable to offer such services at the location on an advance basis.) In such circumstances, the Rental Record will indicate that You have declined to obtain such optional services, even though Your Enrollment specifies that you wish to obtain them for EMEA Program rentals. You may still be able to purchase such services at the commencement of the rental even when they are not available on the basis of an advance request. To do this, You must advise a Hertz representative at the rental location of Your decision to purchase such services at the commencement of the rental and, if such services are available at that time, have the representative revise the Rental Record to reflect Your decision.

As of January 1, 2006, the classes of Cars which are available for rentals in Europe, Middle East and Africa using the Program include Economy, Compact, Intermediate, Standard, Full-Size and Premium.

For information regarding the optional Theft Protection (TP), Collision Damage Waiver (CDW), Super CDW (SCDW) and Super Cover (SC), please refer to paragraph 4 of the General EMEA Terms. Variations or additions to the optional services described below are detailed in the Program Country Specific Terms which follow this Summary of Optional Services.

This summary is as of January 1, 2006. Optional Services offered, coverages, limits, exclusions, other features and prices are all subject to change without notice.

PERSONAL INSURANCE/PERSONAL ACCIDENT INSURANCE

Please refer to the tables of benefits for Personal Insurance and Personal Accident Insurance. Policy limits are subject to the discretion of underwriters and market conditions and may be changed from time to time without notice to You.

Personal Insurance and Personal Accident Insurance are subject to all the provisions, limitations, excesses and exceptions of the Personal Insurance and Personal Accident Insurance policies arranged by Hertz and to the EMEA Terms.

Personal Insurance or Personal Accident Insurance coverage is insured under a policy of insurance effected subject to the local language, law and custom of the country in which the rental commences. In any dispute over provisions, limitations or exceptions contained in the insurance policy, local language, law and custom will take precedence.

1. Personal Insurance (PI) - Countries, Zone 1 COVERAGE

The coverage provided by Personal Insurance is for:

- a. **Loss of life**, loss of sight or loss of use of one or more limbs, or permanent total disablement, caused directly by a road accident whilst in the Car.

NOTE: For children aged 15 or less and persons aged 65 or over benefits, except loss of life, are limited to € 7,000 (or local currency equivalent). For children aged 15 or less, the loss of life benefit is limited to € 3,000 (or local currency equivalent).

NOTE: In Switzerland, maximum death benefit for children aged less than 16 years is CHF 10,000. Disability benefit for persons aged 65 or over is limited to half of the sum calculated.

- b. **Medical and Emergency Expenses** necessarily incurred as a result of bodily injury arising directly from an accident in which the Car is involved.

- c. **Additional Hospital Benefit** when the Insured Person has to spend time as an in-patient in a registered hospital as a result of bodily injury arising directly from an accident in which the Car is involved.

- d. **Personal Effects:** The baggage, clothing and personal effects which are the property of the driver and passengers are insured whilst in the Car against loss or damage by collision, fire or theft after making an allowance for wear and tear and depreciation.

Personal Effects not covered include cash, currency, cheques, credit, charge or debit cards, valuable documents or papers, securities, tickets, stamps, jewellery, precious stones, articles of precious metals, animal skins, contact lenses, dentures, hearing aids, trade samples, articles belonging to Hertz, animals and items of a perishable nature.

NOTE: There is no Personal Effects coverage for rentals which commence in Spain.

The policy does not cover theft:

- if the Car is not properly locked and secured when unattended;
- if personal effects are not stored in a locked compartment and out of sight;
- which has not been reported to the Police within 24 hours of discovery; or

- of valuables left in a Car between the hours of 10 p.m. and 8 a.m.

Valuables are defined as: watches, photographic, audio video and/or visual equipment, computer and electronic equipment, mobile telephones, furs, antiques, collections and works of art, and any other object or set of objects with a value of at least € 600 (or local currency equivalent).

Pair or Set is defined as: number of items of personal property associated as being similar or complementary or used together.

2. Personal Accident Insurance (PAI) -Countries, Zone 2

COVERAGE

The minimum coverage provided by any Personal Accident Insurance policy will be for:

- (a) **Loss of life** caused directly by an accident whilst in, entering or exiting the Car; and
- (b) **Expenses for medical treatment** resulting directly from an accident in which the Car is involved.

NOTE: In some countries, coverage provided by Personal Accident Insurance is more extensive than the minimum described above. In certain countries, this insurance also covers damages to personal belongings left in the Car.

3. Main Exclusions for Personal Insurance and Personal Accident Insurance

- (a) War, civil war, revolution.
- (b) Self-inflicted injury, suicide or an insured person's own criminal act.
- (c) Pre-existing illness or medical condition, pregnancy.
- (d) Taking part in any kind of race or testing.
- (e) Use of a Car in violation of paragraph 5 of the General EMEA Terms.
- (f) Hitchhikers.
- (g) Active military, air force or naval service.

COUNTRY SPECIFIC TERMS

Unless otherwise stated prior to Your rental or unless the context provides otherwise, the following terms and conditions apply in addition to the above General EMEA Terms for rentals which commence in the countries listed below. The clause numbers correspond to the clause numbers in the General EMEA Terms.

Austria

5(e) Cars, except all models of Mercedes, BMW, and VW/Audi, may also be driven into Croatia, Czech Republic, Hungary, Slovakia and Slovenia.

You may be charged an increased amount for CDW, SCDW, TP and PAI if You take or drive Cars into these countries.

Czech Republic

5(e) Cars may also be driven to and returned in Hungary and Slovakia. Only specific categories can be driven to and returned in Croatia, Poland and Slovenia (economy, compact, intermediate and standard).

Cars may not be driven in Portugal or taken out of continental Europe.

France and Monaco

11(a) You must, where possible, report any traffic accident involving the Car to the police immediately and to Hertz within 5 days, and report loss, damage or theft of the Car to the police within 48 hours.

Germany

- 5(e) Except for Mercedes, BMW and convertible Cars of any make or model, all other Cars rented in Germany may also be driven into Czech Republic, Hungary, Poland, Slovakia and Slovenia.

Hungary

- 5(e) Cars rented in Hungary may also be taken to and returned in Croatia, Czech Republic, Poland, Slovakia and Slovenia. Car Classes A, B, C and I may also be taken to and returned in Romania and may be taken to, but not returned in Bosnia-Herzegovina, Bulgaria, Macedonia and Serbia-Montenegro.

TP is compulsory if the Car is taken into Bosnia-Herzegovina, Bulgaria, Macedonia, Romania or Serbia-Montenegro. If You have not accepted TP, You must advise a Hertz representative prior to taking the Car into any of those countries, pay the applicable premium for TP and ensure that Your Rental Record/Agreement is amended accordingly.

You must pay a surcharge for TP, CDW and SCDW if the Car is taken into Bosnia-Herzegovina, Bulgaria, Macedonia, Romania or Serbia-Montenegro.

Ireland

- 5(f) Cars may only be driven in the Republic of Ireland and/or Northern Ireland and must not under any circumstances be taken elsewhere without the prior consent of Hertz.

Italy

- 4(b) You must accept TP if Your rental commences in Italy.

Norway

- 4(b) If you have accepted SCDW, the CDW excess payable for loss of or damage to the Car, its parts or accessories that is not the result of theft, attempted theft or vandalism will be reduced to an amount specified in the Rental Record.

Poland

- 4(b) In addition, CDW and TP coverage does not apply to damage caused to wheel caps, windscreen wipers, licence plates, antennae resulting other than from a road accident or damage to the interior of the Car.

In the event of theft, applicable coverages will be void unless the Car documents and keys are returned.

- 5(e) Cars rented in Poland may also be driven into Czech Republic, Estonia, Hungary, Latvia, Lithuania, Slovakia and Slovenia.

Slovakia

- 5(e) Cars may also be driven to and returned in Czech Republic and Hungary. Only specific categories can be driven to and returned in Croatia, Poland and Slovakia (economy, compact, intermediate and standard).

Cars may not be driven in Portugal or taken out of continental Europe.

South Africa

- 3(f) The grace period is 59 minutes.
- 4(b) CDW and SCDW do not cover damage or loss sustained where the Car is driven on an untarred road or a road not suitable for the Car type rented. If You intend to take the Car into Namibia You may purchase **Additional Cover** which limits Your liability for damage as a result of driving on gravel roads to the amount of the applicable excess. If you take **Total Cover**, the excess will be eliminated.

- 5(f) Cars are allowed into Namibia, Mozambique, Lesotho and Swaziland subject to written confirmation.
- 6(c) Late payment interest will be charged at a rate of 3% above the prime rate of interest of ABSA Bank per annum.
- 7(c) The minimum age for renting is 23.

Switzerland and Liechtenstein

9 Fuel Purchase Option (FPO) is not available.

13(a) Hertz is only liable if the loss or damage results from gross negligence, wilful misconduct or breach of this Agreement by Hertz.

United Kingdom

5(f) Cars rented in the United Kingdom may be taken to France with agreement of Hertz under the 'Le Swap' scheme.

7(c) You are fully responsible for any restoration charges and loss of rental income if the Car is seized by Customs and Excise.

TABLE OF BENEFITS FOR PERSONAL INSURANCE AND PERSONAL ACCIDENT INSURANCE

Country Zone 1	Personal Insurance			Medical & Emergency Expenses	Additional Hospital Benefit	Personal Effects & Luggage (limits per vehicle)
		Driver	All Passengers			
Belgium Luxembourg	Death Permanent Total	€40,000	€ 20,000	up to € 850 Excess € 50	up to € ,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
	Disablement	€75,000	€ 37,500			
	Loss of sight	€30,000	€ 15,000			
	Loss of limb	€30,000	€ 15,000			
France (and Monaco)	Death Permanent Total	€ 40,000	€ 20,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
	Disablement	€ 75,000	€ 37,500			
	Loss of sight	€ 30,000	€ 15,000			
	Loss of limb	€ 30,000	€ 15,000			
Germany	Death Permanent Total	€ 40,000	€ 20,000	up to € 1,700 Excess € 50	up to € 1,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
	Disablement	€ 75,000	€ 37,500			
	Loss of sight	€ 30,000	€ 15,000			
	Loss of limb	€ 30,000	€ 15,000			
Italy	Death Permanent Total	€ 200,000	€ 100,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 2,000 damage € 1,000 theft € 500 valuables € 250 item Excess € 75
	Disablement	€ 150,000	€ 75,000			
	Loss of sight	€ 30,000	€ 15,000			
	Loss of limb	€ 30,000	€ 15,000			

Netherlands	Death Permanent Total Disablement Loss of sight Loss of limb	€ 5,000 € 10,000 € 10,000 € 10,000	€ 5,000 € 10,000 € 10,000 € 10,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 700 damage € 700 theft € 450 valuables € 250 item Excess € 75
Spain	Death Permanent Total Disablement Loss of sight Loss of limb	€ 40,000 € 75,000 € 30,000 € 30,000	€ 20,000 € 37,500 € 15,000 € 15,000	up to € 850 Excess € 50	up to € 1,000 € 20 per day	€ 1,500 damage € 750 theft € 450 valuables € 250 item Excess € 75
Switzerland (and Liechtenstein)	Death Disability	CHF75,000 CHF100,000	CHF 37,50 CHF 50,000	up to CHF1,250 Excess CHF 80	up to CHF1,600 CHF 35 per day	CHF 2,500 damage CHF 1,200 theft CHF 700 valuables CHF 350 item Excess CHF 100
United Kingdom	Death Permanent Total Disablement Loss of sight Loss of limb	£ 30,000 £ 50,000 £ 20,000 £ 20,000	£ 15,000 £ 25,000 £ 10,000 £ 10,000	up to £ 550 Excess £ 35	up to £ 700 £ 15 per day	£ 2,500 damage £ 1,000 theft £ 500 valuables £ 500 item Excess £ 50

Country Zone 2	Personal Accident Insurance		Medical & Emergency Expenses	General Comments	
		Driver			All Passengers
Austria	Death/Permanent Total Disablement	€ 21,801	€ 21,801	€ 727	
Czech Republic	Death/ Permanent Total Disablement	CZK700,000	CZK150,000 (under 18 yrs. CZK 70,000		
Denmark	Death/ Permanent Total Disablement	DKR100,000	DKR 100,000		Coverage is limited to the driver and a maximum of 5 passengers. Coverage for invalidity: maximum DKR 300,000.
Finland	Death/ Permanent Total Disablement	€ 16,819	€ 16,819 (over 16 yrs.) € 8,409 (under 16 yrs.)	Full Coverage	Coverage for invalidity: € 16,819
Hungary	Death/ Permanent Total Disablement	HUF1,000,000	HUF 500,000	HUF 100,000 (Medical and Emergency Expenses HUF 10,000 (Hospital Benefit / day)	Maximum claim of HUF 30,000 included in HUF 100,000 for Medical and Emergency Expenses
Ireland	Death	€ 30,474	€ 5,079 (over 16 yrs.) € 3,174 (under 16 yrs.)	€ 698 per car	PIA now called Driver and Baggage Protection (DBP).
Israel	Death/ Permanent Total Disablement	US \$30,000 (21 to 70 yrs.)	US \$6,000 (5 to 70 yrs.)		Policy conditions also exclude coverage in the case of hostile acts.

					Total loss of sight and/or limb (arm or leg) will be covered for 50%.
Norway	Death/Permanent Total Disablement	NKr. 100,000 Nkr. 200,000	NKr. 100,000 Nkr. 200,000	NKr. 1,000 / day (Max Nkr. 5,000)	Maximum Claim for Death/Permanent Total Disablement: Nkr. 1,000,000.
Poland	Death/Permanent Total Disablement	€ 22,000 (max)	€ 22,000 (max)	€ 730	
Portugal	Death/Permanent Total Disablement	€ 37,409.84	€ 37,409.84	€ 3,740.98	
Slovakia	Death/Permanent Total Disablement	€ 10,000	€ 2,500 (child up to 16 yrs. € 1,500)	€ 25,000	
South Africa	Death/Permanent Total Disablement	ZAR 200,000 per incident (i.e. ZAR 100,000 per person if 2 people involved)		ZAR 20,000 per person	Coverage is limited to the driver and a maximum of 3 passengers. Maximum payout per incident is ZAR 350,000.
Sweden	Death/Permanent Total Disablement	SEK 50,000 SEK 100,000	SEK 50,000 SEK 100,000	Full coverage	Up to SEK 10,000
Turkey	Death/Permanent Total Disablement	€ 10,000	€ 10,000	€ 1,200	

PART II. D. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN AUSTRALIA

The terms and conditions appearing in this Part II. D. ("Australian Terms") apply to all rentals commencing in Australia. All references in this Part II. D. to numbered clauses and subclauses refer to these Australian Terms.

1. NATURE OF THIS AGREEMENT

- (a) Except to the extent otherwise implied by law, the following documents comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning Your rental of the Car and on which Hertz agrees to rent the Car to You for the Rental Period: These Australian Terms; the General Terms; the Form (excluding the terms and conditions incorporated by reference in the Form, if any); Your Enrollment for Program rentals in Australia; and the Additional Terms, if any.
- (b) The Additional Terms, if any, prevail to the extent of any inconsistency with the terms and conditions in these Australian Terms, the General Terms, the Form or Your Enrollment for Program rentals in Australia.
- (c) You must not attempt to transfer or sublease the Car or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Car by anyone other than Hertz is void. Neither You nor any Authorised Drivers are agents of Hertz. No one may service or repair the Car without Hertz' prior express written approval.
- (d) You confirm and promise Hertz that all information provided by You to Hertz at any time before and during the Rental Period is true and correct in every particular and the information so provided is all the information Hertz could reasonably require.

2. RETURNING THE CAR AND REPOSSESSION

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

3. MAINTENANCE AND SAFETY

- (a) You and Hertz acknowledge that the Car is generally in undamaged condition save as otherwise acknowledged by You and Hertz in writing on the Vehicle Condition Report. You agree to return the Car in the same condition, save for normal wear and tear.
- (b) You agree to check the amount of engine oil and coolant in the Car at appropriate intervals and maintain them at the levels recommended in the Car manufacturer's specifications or otherwise as required to maintain the Car's efficient performance.
- (c) Hertz (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the Car.
- (d) You and any Authorised Driver must comply with any applicable seat belt and child restraint laws.

4. CHARGES

- (a) You agree to pay to Hertz the following charges for renting the Car:
 - (i) *Time Charges*
The daily rental charge noted on the Form for each Rental Day. The Extra Hours Rate shown on the form is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap of the daily rental charge;
 - (ii) *Kilometre Charge*
The charge for each kilometre driven in excess of the kilometre allowance (if any) noted on the Form, calculated at the appropriate kilometre rate;
 - (iii) *Delivery/Collection Charges*
A charge for delivering the Car at, and/or collecting the Car from, any location other than those Hertz rental locations for which no charges apply (this charge applies to recoveries or repossessions under clause 2);

(iv) *Optional Renter Protection Services*

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

(v) *Fuel Costs*

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

(A) if the Car travelled less than 250 kilometres during the Rental Period – the number of kilometres travelled multiplied by the rate per kilometre specified on the Form; or

(B) if the Car travelled 250 kilometres or more during the Rental Period – the number of litres of fuel required to refill the tank multiplied by the price per litre specified on the Form.

(vi) *Collection Expenses*

Where You do not pay the charges in accordance with this Agreement, You must reimburse Hertz for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement;

(vii) *Charges and Penalties*

An amount equal to all tolls, fines, penalties, charges, taxes or other imposts levied by any Government, government body or tolling company in respect of Your rental or use of the Car, including stamp duty on this Agreement;

(viii) *Cost Recoveries*

The amount noted on the Form to cover operating costs of conducting business in different States, Territories or other locations, including, but not limited to, vehicle registration and transport accident charges;

(ix) *Surcharges*

The amount noted on the Form as a contribution towards the additional further operating costs of conducting business in certain regions or at certain venues, or related to use of the Car by persons less than age 25;

(x) *Administrative Charges*

An amount for any unusual or additional administrative functions Hertz undertakes in respect of Your rental of the Car, including the payment of, or handling of any claim for, any charges and penalties referred to in clause 4(a)(vii);

(xi) *Breakdown Roadside Assistance*

The cost of providing breakdown roadside assistance, where the problem (for which assistance is requested) is not caused by a problem inherent to the Car.

(b) Where the amount of any charge is not specified on the Form, the amount of the basis of calculation of the amount as determined by Hertz from time to time will be as set out in clause 14.

(c) You agree to pay to Hertz the charges under this clause on demand. That will usually be at the end of the Rental Period, but may involve payments being made subsequently, after the Car has been inspected by Hertz and where costs and expenses are determined after the Rental Period ends. Hertz may charge Your Card for all charges under this clause 4 in accordance with clause 11(a).

5. FULL RESPONSIBILITY

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

(a) *Prohibited Uses*

The Car 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) for committing an illegal or unlawful act;
- (iv) for racing or undertaking reliability trials or other contests;
- (v) for conveying passengers for hire or reward (unless Hertz consents in writing);
- (vi) for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Car was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- (vii) for towing a trailer or any other vehicle, unless the Car has a towbar, You have permission from Hertz, and the weight and dimensions of the item being towed do not exceed the specified capacity of the Car.

(b) *Prohibited People*

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

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

(c) *Full Responsibility Uses*

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

- (i) on any road or other surface which is not sealed other than a road under repair, a short access road to a National or State Park, tourist attraction or holiday accommodation, or a road notified to You by Hertz, unless the Car is a four wheel drive vehicle;
 - (ii) in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains, unless SNO is offered to and accepted by You as noted on the Form;
 - (iii) on any beach or in any other area exposed to saltwater;
 - (iv) in any area or under any circumstances (including crossing a waterway) where the Car may or does become partially or totally immersed in water;
 - (v) under any circumstances where the Car 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) in any other area or region specified to You by Hertz as an area or region in which the Car must not be used.
- (d) If the Car 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 Car, even if You have accepted MAX, AER PLUS, AER or any other optional Renter Protection Service which may be available at time and place of rental; and

- (ii) will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to Hertz caused by the breach, together with Hertz' related costs and legal fees.
- (e) If the Car is used for a Full Responsibility Use referred to in clause 5(c), to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Car, even if You have accepted MAX, AER PLUS or AER.

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 Car. Notwithstanding anything in this clause 6 or any other clause, there is no cap or limit on Your liability to Hertz resulting from any use of the Car for, or incurred whilst the Car is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility).
- (b) Your liability to Hertz for Damages resulting from a Single Vehicle Accident is limited to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms, unless MAX is offered to and accepted by You as noted on the Form and if MAX is accepted and noted, You have no liability.
- (c) Your liability to Hertz for Damages resulting from water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms.
- (d) Your liability to Hertz for Damages other than as set out in clauses 6(b) and 6(c) which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE, unless MAX is offered to and accepted by You as noted on the Form and if MAX is accepted and noted You, have no liability.
- (e) Notwithstanding clauses 6(b), 6(c) and 6(d), You are liable to reimburse Hertz for Damages incurred as a result of You fitting snow chains, ski racks or roof racks to the Car incorrectly or otherwise in a manner which causes damage to the Car or any other vehicle or property.
- (f) Notwithstanding clauses 6(b), 6(c) and 6(d), You are liable to reimburse Hertz to the extent that any breach by You of clause 9, including the making of any admission of liability in breach of clause 9(d), results in Hertz incurring greater loss, damage, liability, cost or expense than it would have incurred but for Your breach.
- (g) Notwithstanding clauses 6(b), 6(c) and 6(d), You agree to indemnify and hold Hertz harmless to the maximum extent permitted by law from any claim against Hertz for loss of or damage to any personal property that is connected with the rental under this Agreement. This includes, without limitation, personal property left in any Hertz vehicle or brought onto Hertz' premises, but does not include the Car or any other property damaged as a result of the Car colliding with it and does not include any loss or damage caused by the negligence or wilful default of Hertz.
- (h) The liability of any Authorised Driver for causing personal injuries resulting from use of the Car 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 Car is registered.

7. LIMITED LIABILITY AND INDEMNITY

- (a) You have rights under and in connection with this Agreement by reason of consumer protection legislation, including warranties that the Car is of merchantable quality, matches any description or sample against which it is rented and any services are provided to You by Hertz using all due care

and skill. Save for these rights Hertz provides no other warranties in respect of the Car or Your rental of the Car.

- (b) For the sake of clarity, save for its obligations under clause 7(a), to the maximum extent permitted by law Hertz accepts no responsibility or liability to You or any Authorised Driver for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or wilful default of Hertz) or any other liabilities resulting from:
 - (i) any Accident, breakdown or any other failure of the Car; or
 - (ii) loss of or damage to Your or anyone else's personal property, which includes, without limitation, personal property left in any Hertz vehicle or brought onto Hertz' premises; or
 - (iii) any error or omission in any street directory or other map (whether or not provided by Hertz), or any fault in or malfunction of any car phone or vehicle navigational system (whether installed in or otherwise provided with the Car).
- (c) Without limiting the foregoing, to the maximum extent permitted by law Hertz will not be liable to You or any Authorised Drivers for any loss of use or enjoyment of the Car or another vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;
- (d) Unless You have rented the Car for personal, domestic or household use, any liability of Hertz, including any liability for negligence, is limited to the extent permitted by law to:
 - (i) in the case of goods, at the option of Hertz:
 - (A) replacement of the goods or supply of equivalent goods;
 - (B) repair of the goods;
 - (C) payment of the cost of replacing the goods or acquiring equivalent goods; or
 - (D) payment of the cost of having the goods repaired.
 - (ii) in the case of services, at the option of Hertz:
 - (A) supplying of the services again; or
 - (B) payment of the cost of having the services supplied again.

8. REPRESENTATIONS BY TRAVEL AGENTS

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

9. ACCIDENTS AND FINES – WHAT YOU DO

- (a) You must report any Accident (irrespective of whether it results in the Car being damaged, lost or destroyed) to Hertz as soon as possible after the Accident occurs.
- (b) You must provide all information Hertz reasonably requires concerning the Accident. Without limiting the foregoing, You must deliver to Hertz a correctly completed written report of the Accident as soon as practicable after the Accident or otherwise at Hertz' request.
- (c) You agree to assist Hertz (at Hertz' 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) may be made by You or on Your behalf in relation to the Accident.
- (e) Any papers or other documents received by You concerning the Accident must be promptly given to Hertz. You further agree to take reasonable steps to ensure that any other person who receives any

such papers or documents concerning the Accident provides those papers and documents promptly to Hertz.

- (f) You agree to report any traffic or parking infringement which occurs during the Rental Period to Hertz as soon as possible after it occurs.
- (g) Hertz may, at its discretion, terminate Your renting of the Car and not provide a replacement vehicle after an Accident. In the event of termination, Hertz will refund pro-rata prepaid charges but reserves the right to set off any such prepaid charges against all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6.

10. CONSENT TO DISCLOSURE OF PERSONAL INFORMATION

You consent to Hertz obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from Hertz and managing Your rentals of vehicles. You also consent to Hertz giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to Hertz obtaining information about You from credit providers identified in such reports.

11. CREDIT, CHARGE OR DEBIT CARDS

- (a) You authorise Hertz to charge the credit, charge or debit card ('Card'), the number of which is included in Your Enrollment, or the imprint or scan of which or the number of which You provide to the Hertz representative when renting the Car (or at any other time), in respect of all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6 up to the sum of (x) the ADE PLUS (y) AUS\$2,200 (inclusive of GST), or such other amount in addition to the ADE as is specified in the Additional Terms.
- (b) If the number of a Card is included in Your Enrollment, or if You present a Card at the commencement of the rental, You also authorise Hertz to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the sum of (x) the expected cost of the rental (less any discount, credit or rebate) PLUS (y) AUS\$200 (inclusive of GST), or such other amount advised at time of reservation.
- (c) If Hertz charges Your Card for Damages due and payable under clause 6, it will promptly notify You of the amount so charged and provide details of the Damages. If You dispute the Damages or the amount charged, You may contact the Hertz representative stated on the notification letter. Hertz will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by Hertz in this respect, You may contact Hertz' Customer Relations Department in Australia or the country of which You are a resident.
- (d) Your Card may be so charged within 30 days after the Car has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Car was returned.
- (e) Where it appears to Hertz that Damages resulting from Your rental of the Car may approach or exceed the amount of the ADE, Hertz will charge Your Card with the full amount of the ADE. If it later transpires that actual Damages are less than the ADE, Hertz 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.

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 Car.

- (b) Notwithstanding anything in this clause 12 or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to Hertz:
 - (i) resulting from any use of the Car for, or incurred whilst the Car is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility); or
 - (ii) pursuant to clauses 6(e), 6(f) and 6(g).
- (c) If Maximum Cover ("MAX") (which is only available at some locations) is offered to and accepted by You as noted on the Form:
 - (i) You have no liability to Hertz for Damages, other than as set out in clauses 12(b) and 12(c)(ii), which occur during the Rental Period or which result from Your rental or use of the Car (including a Single Vehicle Accident and tyre and/or windscreen damage);
 - (ii) Your liability to Hertz for Damages resulting from water damage (other than by total or partial immersion) is limited to the amount of AUS \$2,200; and
- (d) If Accident Excess Reduction Plus ("AER PLUS") is offered to and accepted by You as noted on the Form:
 - (i) Your liability to Hertz for Damages, other than as set out in clauses 12(b), 12(d)(ii) and 12(d)(iii), which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE noted on the Form;
 - (ii) Your liability to Hertz for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE noted on the Form PLUS (y) AUS\$2,200; and
 - (iii) You have no liability to Hertz for tyre and/or windscreen damage.
- (e) If Accident Excess Reduction ("AER") is offered to and accepted by You as noted on the Form:
 - (i) Your liability to Hertz for Damages, other than as set out in clauses 12(b), 12(e)(ii) and 12(e)(iii), which occur during the Rental Period or which result from Your rental or use of the Car is limited to the amount of the ADE noted on the Form;
 - (ii) Your liability to Hertz for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the sum of (x) the ADE noted on the Form PLUS (y) AUS\$2,200; and
 - (iii) You are liable to Hertz for tyre and/or windscreen damage.
- (f) If SNOW ("SNO") (which is only available at some locations and for some vehicles and which is not currently offered as an Enrollment option) is offered to and accepted by You at the time of rental as noted on the Form:
 - (i) clause 5(c)(ii) does not apply; and
 - (ii) Notwithstanding clause 12(f)(i), You are liable to reimburse Hertz in accordance with clause 6(e) for Damages incurred as a result of You fitting snow chains, ski racks or roof racks to the Car incorrectly or otherwise in a manner which causes damage to the Car or any other vehicle or property.

13. DEFINITIONS AND INTERPRETATION

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

"ADE" means the Accident Damages Excess noted on the Form after taking into account any reduction where AER PLUS or AER is accepted by You as noted on the Form;

“Additional Terms” means any other terms as recorded in any document that You are required by Hertz’ authorised representative to sign when You rent the Car;

“AER” and “AER PLUS” are defined in clause 12;

“Authorised Driver” means You and/or any person:

- (a) at or over the age noted on the Form;
- (b) who holds a current driver’s licence that:
 - (i) is in English or, if not in English, is accompanied by a certified English translation;
 - (ii) is valid for driving the Car; and
 - (iii) the driver has held for at least twelve months; and
- (c) who has Your authority to drive the Car and is:
 - (i) either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or
 - (ii) any other person approved in writing by Hertz;

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

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

“Car” has the meaning as defined in the General Terms;

“Commencement Time” means the later of the date and time:

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

“Damages” means any expense, cost (including legal costs, calculated on an indemnity cost basis), penalty, impost, liability or any other financial obligation of whatsoever character (including any excess payable under relevant insurance policies) incurred by Hertz in respect of:

- (a) the loss of, damage to, or otherwise in respect of the Car, including, and without limitation, the cost of repairing the Car (or, if in Hertz’ reasonable opinion, the damage is irreparable, the replacement cost of the Car), administrative, appraisal, recovery services provided by or on behalf of Hertz;
- (b) any claim or demand of any third party made in respect of the Car or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the Car or resulting from its use;
- (c) the loss of, damage to, or otherwise in respect of any property, other than the Car, which belongs to Hertz or for which Hertz is otherwise responsible or liable (in whole or part);

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

“Enrollment” has the meaning as defined in the General Terms;

“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 Car is rented (this document is the same as the “Rental Record/Agreement” referred to in the General Terms);

“General Terms” means the General Provisions Applicable To All Program Rentals;

“Hertz” has the meaning specified in the “General Terms”;

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

“MAX” is defined in clause 12;

“Program” means the Program identified on the cover of this booklet;

“Rental Day” means each consecutive twenty-four (24) hour period during the Rental Period;

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

- (a) You return the Car to Hertz during Business Hours and Hertz accepts return of the ignition key for the Car;
- (b) You deposit the Rental Wallet containing the ignition key for the Car into the ‘drop box’ at the rental location to which the Car is returned outside Business Hours (and You remain responsible for the Car until Hertz has inspected and accepted the return of it the next Business Day);
- (c) where You use the customer collection service, the earlier of when the Car is collected and a reasonable time after the time nominated by You for its collection;
- (d) Hertz repossesses the Car; or
- (e) where the Car is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident);

“Rental Wallet” means the document wallet which You receive with the Form. The Rental Wallet may include text labelled ‘terms and conditions’, a Vehicle Accident Report and other general information which is provided for Your assistance. The text labelled ‘terms and conditions’ and any other information which appears in the Rental Wallet does **not** form part of the contract for the rental of the Car;

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

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

“SNO” is defined in clause 12;

“Vehicle Condition Report” means the form labelled ‘Vehicle Condition Report’ given to You by Hertz’ representative at the time You rent the Car.

14. OTHER CHARGES

Breakdown Roadside Assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Car, for example: The Car has run out of petrol or

You have locked the keys in the Car	AUS\$82.50 (inclusive of GST)
Infringement Administration Fee	AUS\$33 (inclusive of GST)

SUMMARY OF OPTIONAL SERVICES AVAILABLE FOR RENTALS IN AUSTRALIA

This summary is as of January 1, 2006. Optional services offered, coverages, limits, exclusions, other features, and prices are all subject to change without notice.

You may purchase optional Renter Protection Services to reduce the amount You are potentially liable to pay for any damage to the Car or any damage to any other vehicle or property with which the Car collided.

PART II. E. TERMS AND CONDITIONS APPLICABLE TO RENTALS IN NEW ZEALAND

The terms and conditions in this Part II. E. ("New Zealand Terms") apply to all Hertz Gold Plus Rewards rentals commencing in New Zealand. All references in this Part II. E. to clauses and subclauses refer to these New Zealand Terms.

The following terms and conditions ("New Zealand Terms") apply to all Program rentals commencing in New Zealand. All references herein to clauses and subclauses refer to these New Zealand Terms.

An agreement made between Hertz New Zealand Limited of Christchurch (hereinafter called "the owner") which term means Hertz New Zealand Limited or any other licensee pursuant to the Hertz System License Agreement of the one part and You of the other part. You agree to be bound by and accept the terms and conditions of rental as set out herein, and acknowledge and declare that You are of the age of 21 years or over, have read and fully understand this agreement.

The following terms and conditions ("New Zealand Terms") apply to all Program rentals commencing in New Zealand. All references herein to clauses and subclauses refer to these New Zealand Terms.

An agreement made between Hertz New Zealand Limited of Christchurch (hereinafter called "the owner") which term means Hertz New Zealand Limited or any other licensee pursuant to the Hertz System License Agreement of the one part and You of the other part. You agree to be bound by and accept the terms and conditions of rental as set out herein, and acknowledge and declare that You are of the age of 21 years or over, have read and fully understand this agreement.

VEHICLE DESCRIPTION

1. The owner will let and You will take on rental of the motor vehicle described on the Rental Agreement, hereinafter referred to as "the vehicle".

DURATION OF RENTAL

2. The term of rental shall be for the period as described on the rental agreement.

PERSONS WHO MAY DRIVE VEHICLE

3. The vehicle may be driven during the period of rental only by You and persons described on the additional authorised drivers list completed at the time of rental and only if they hold a current driver's license appropriate for the vehicle at the time when they are driving the vehicle.

PAYMENTS BY YOU

4. You shall pay to the owner as payment for the rental of the vehicle for the period of rental referred to in clause 2 of this agreement, the rental charge at the rate plus goods and services tax indicated on the Rental Agreement.

5. In addition to the payment specified in clause 4 of this agreement, You shall pay to the owner on termination of the rental a distance charge at the rate plus goods and services tax indicated on the Rental Agreement if available.
6. You shall pay for all petrol or other fuel (but not oil) used in the vehicle during the period of rental. If You choose not to refuel the vehicle prior to completion, Hertz will provide the service of refueling it, at the rate plus goods and services tax indicated on the Rental Agreement.
7. In addition to the payment referred to in clause 4 of this agreement, You shall pay to the owner the insurance charge at the rate plus goods and services tax indicated on the Rental Agreement, for the insurance coverage set out in clause 10 of this agreement.

YOUR OBLIGATIONS

8. You shall ensure that:
 - (a) The water in the radiator and battery of the vehicle is maintained at the proper level;
 - (b) The oil in the vehicle is maintained at the proper level;
 - (c) The tires are maintained at their proper pressure.
9. You shall ensure that all reasonable care is taken in handling and parking the vehicle and that it is left securely locked when not in use.

INSURANCE(Loss Damage Waiver)

10. a. Unless insurance is rejected and subject to the exclusions set out below, You and any driver authorised to drive the vehicle are fully indemnified in respect to any liability You might have to the owner in respect of the loss of or damage to the vehicle and its accessories and spare parts and any consequential loss of revenue or other expenses of the owner including towing and salvage costs associated with the recovery of the vehicle and its accessories and spare parts.

Subject to the exclusions set out below, You and any driver authorised to drive the vehicle are indemnified to the extent of NZ\$5,000,000 in respect of any liability he/she might have for damage to any property (including injury to any animal) belonging to any other person and arising out of the use of the vehicle.

- b. ACCIDENT EXCESS REDUCTION (AER)
You acknowledge that You shall be liable in respect of the first NZ\$2,200 for vehicle groups B, C, D, E and F or NZ\$2,500 for vehicle groups H, J, K, L and M, or any other amount as shown on the front of the Rental Agreement, plus goods and services tax, of the damage or loss referred to in the insurance coverage specified in clause 10. This does not apply to damage or loss resulting from fire or from theft or conversion or attempted theft or conversion of the vehicle. This liability may be reduced to NZ\$0 at Your option by payment of an Accident Excess Reduction (AER) at a rate of NZ\$22 (plus GST) per day for vehicle groups B, C, D, E and F or NZ\$25 (plus GST) per day for vehicle groups H, J, K, L and M. Rates, waiver, reduction and excesses may vary with rate and vehicle options and are subject to change without notice.

How to obtain coverage

Coverage becomes effective if You indicate that You "Accept" Accident Excess Reduction in Your Enrollment and pay the additional daily charge as stipulated in the Rental Agreement.

EXCLUSIONS

The indemnities referred to above shall not apply where the damage, injury or loss arises when:

- c. The driver of the vehicle is under the influence of alcohol or any drug that affects his/her ability to drive the vehicle;

- d. The vehicle is in an unsafe or unroadworthy condition that arose during the course of the rental and that caused or contributed to the damage or loss, and the renter or driver was aware or ought to have been aware of the unsafe or unroadworthy condition of the vehicle;
- e. The vehicle is operated in any race, speed test, rally or contest;
- f. You are not a body corporate or department of State and the vehicle is driven by any person other than You or any other person named on the authorised drivers list;
- g. The vehicle is driven by any person who at the time he/she drives the vehicle is disqualified from holding or has never held a driver's license appropriate for that vehicle;
- h. The vehicle is willfully or recklessly damaged by You or any other person named on the authorised drivers list, or driving the vehicle under the authority of You, or is lost as a result of the willful or reckless behavior of You or any such person;
- i. The vehicle is operated outside the term of the rental or any agreed extension of that term.

It is agreed between the owner and You that section 11 of the New Zealand Insurance Law Reform Act 1977 shall apply with respect to the above exclusions as if this clause constituted a contract of insurance.

REJECTION OF INSURANCE(Loss Damage Waiver)

11. IF INSURANCE IS REJECTED IN TERMS OF CLAUSE 10 ABOVE, YOU ACCEPT THAT THE VEHICLE IS RENTED TO YOU AT YOUR OWN RISK IN RESPECT OF LOSS OF OR DAMAGE TO THE VEHICLE AND CONSEQUENTIAL LOSS BY THE OWNER. YOU ACCEPT THAT YOU MAY BE LIABLE TO THE OWNER FOR ANY LOSS OF OR DAMAGE TO THE VEHICLE AND CONSEQUENTIAL LOSS. YOU ACCEPT THAT YOU HAVE NO INSURANCE COVERAGE UNDER THIS AGREEMENT IN RESPECT OF ANY DAMAGE, INJURY OR LOSS CAUSED TO ANY PERSON OR PROPERTY. NOTE: Rejection of insurance can only occur with the prior approval of Hertz.

OWNER'S OBLIGATIONS

- 12. The owner shall supply the vehicle in a safe and roadworthy condition.
- 13. The owner shall be responsible for all ordinary and extraordinary costs of running the vehicle during the term of the rental except to the extent that by the terms of this agreement those costs are payable by You.
NOTE: By virtue of clause 6 of this agreement, the cost of petrol and other fuel, but not oil, used during the term of the rental is the responsibility of You.

MECHANICAL REPAIRS AND ACCIDENTS

- 14. If the vehicle is damaged or requires repair or salvage whether because of an accident or breakdown, You shall advise the owner of the full circumstances as soon as practicable.
- 15. You shall not arrange or undertake any repairs or salvage without the authority of the owner except to the extent that the repairs or salvage are necessary to prevent further damage to the vehicle or to other property.
- 16. You shall ensure that no person shall interfere with the distance recorder or speedometer or, except in an emergency, any part of the engine, transmission, braking or suspension systems of the vehicle.

USE OF THE VEHICLE

- 17. You shall not use or permit the vehicle to be used for the carriage of passengers for rental or reward unless the vehicle is rented with the knowledge of the owner for use in a passenger service licensed under Part 1 of the Transport Services Licensing Act 1989.
- 18. You shall not:

- a. Sublet or rent the vehicle to any other person;
- b. Permit the vehicle to be operated outside Your authority;
- c. Operate the vehicle, or permit it to be operated in circumstances that constitute an offense by the driver against section 58 of the Transport Act 1962 (which relates to driving or attempting to drive with excess breath or blood alcohol or under the influence of drink or drug);
- d. Operate the vehicle or permit it to be operated in any race, speed test, rally or contest;
- e. Operate the vehicle or permit it to be operated to propel or tow any other vehicle;
- f. Operate the vehicle or permit it to be operated in breach of the Transport Act 1962, the Traffic Regulations Act 1976 or any other Act, regulations or bylaws relating to road traffic;
- g. Operate the vehicle or permit it to be operated for the transport of more than the number of passengers or more than the weight of goods specified in the certificate of loading for the vehicle;
- h. Drive or permit the vehicle to be driven by any person if at the time of his/her driving the vehicle, You or the other person is not the holder of a current driver's license appropriate for the vehicle.

RETURN OF THE VEHICLE

19. a. You shall, at or before the expiration of the term of rental, deliver the vehicle to the address from which the vehicle was rented or to such place of business of the owner or the owner's agent as may be agreed upon, or obtain the owner's consent to the continuation of rental.
- b. The rental is not deemed to have finished until the keys have been delivered to the same Hertz depot the vehicle was returned to.
- c. If the vehicle is not returned on the same island it was rented from, an additional fee may be charged, up to NZ\$1,000 (plus GST).

IMMEDIATE RETURN OF VEHICLE WHERE DEFAULT OR DAMAGE

20. The owner shall have the right to terminate the rental and take immediate possession of the vehicle if You fail to comply with any of the terms of this agreement, or if the vehicle is damaged. The termination of the rental under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of You under this agreement or otherwise.

INTEREST ON OVERDUE ACCOUNTS

21. a. You shall be liable to pay interest on all monies due and unpaid calculated at the Applicable Rate on a daily basis from the due date for payment to the date payment is actually received.
- b. In addition, You shall be liable for all costs of enforcement and collection (including legal costs on a solicitor and own client basis).
- c. For the purpose of the above clause, "Applicable Rate" means a rate of interest equivalent to (x) 7.5% per annum plus (y) the overdraft rate payable by Hertz NZ Ltd. to its bankers for overdraft accommodation. A letter signed under the hand of the Manager, Assistant Manager or Accountant of Hertz NZ Ltd.'s bankers shall be conclusive evidence as to the rate payable by Hertz NZ Ltd. for overdraft accommodation and for the purposes of calculating the Applicable Rate.

CALCULATION OF CHARGES

22. Rental days consist of a consecutive 24-hour period starting at the time of the commencement of rental. The minimum rental period is 1 day (24 consecutive hours). Extra hours after allowing a grace period of 59 minutes are charged for each full or partial hour in excess of a rental day until such extra

hours charged equal the daily rate. If You fail to comply with any restrictions applicable to special rates, other applicable rates will be charged.

YOU AGREE THAT IN THE EVENT THAT YOU ARE HIRING A MOTOR VEHICLE FOR BUSINESS PURPOSES, THEN THE CONSUMER GUARANTEES ACT 1993 DOES NOT APPLY PURSUANT TO SECTION 43 OF THAT ACT.

A COPY OF THE RENTAL AGREEMENT MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE RENTAL AND PRODUCED ON DEMAND BY ANY POLICE OFFICER, OR OTHER AUTHORISED EMPLOYEE OF THE MINISTRY OF TRANSPORT.

OPTIONAL SERVICES

The following summaries of Optional Services offered by Hertz in New Zealand are as of January 1, 2006. Optional Services offered, coverages, limits, exclusions, other features and prices are all subject to change without notice.

For rentals at some locations, certain optional services may not be available on the basis of an advance request in Your Enrollment to obtain them. (This would be likeliest to occur when, in Hertz' judgment, applicable law made it impracticable to offer such services at the location on an advance basis.) In such circumstances, the Rental Agreement will not indicate that You have accepted such optional services, even though Your Enrollment specifies that You wish to obtain them for Program rentals in New Zealand. You may still be able to purchase such services at the commencement of the rental even when they are not available on the basis of an advance request. To do this, You must advise a Hertz representative at the rental location of Your decision to purchase such services at the commencement of the rental and, if such services are available at that time, have the representative revise the Rental Agreement to reflect your decision.

PERSONAL ACCIDENT INSURANCE (PAI)

How to obtain coverage

Coverage becomes effective when You indicate that you "Accept" Personal Accident Insurance (PAI) in Your Enrollment and pay the additional daily charge that as of January 1, 2006 is NZ\$5 per day (plus GST) but is subject to change. Such charge is due in full for each full or partial rental day.

POLICY BENEFITS

The following is only a summary of the Master Policy wording, and does not override anything contained in the Master Policy. The benefits and coverage provided are subject to change without notice.

Persons covered: Authorised driver only in control of the vehicle at the time of the accident and/or passenger/s. The Compensation payable to a passenger is for the Events 1-5 only.

Cover provided: When injury, as defined, results in any of the following Events, the Hertz PAI policy will pay the following compensation specified for such Event. The maximum amount payable for a passenger shall be 10% (ten percent) of The Compensation and the balance of The Compensation shall be payable to the authorised driver.

The Events –

Injury resulting in:	The Compensation \$NZ
1. Permanent Quadriplegia	\$100,000
2. Permanent Paraplegia	\$100,000
3. Death	\$100,000
4. Total loss of one or more limbs	\$100,000
5. Total loss of entire sight of one or both eyes	\$100,000

6. In hospital cash – 24 hours
continuously – \$100 per day max. 30 days
Note: You can only claim for one of the events 1-5 above

Surgical benefits

following injury:	The Compensation \$NZ
1. Craniotomy	\$2,000
2. Amputation of one or more limbs	\$1,000
3. Fracture of limb requiring open reduction	\$1,000
4. Dislocation requiring open reduction	\$500
5. Any other surgical procedure carried out under a general anaesthetic	\$100

Exclusions applying to PAI:

- Persons aged 80 years of age or older
- Intentional self-injury, suicide
- War, invasion or civil war
- Illegal or criminal acts
- Whilst under the influence of alcohol or drugs
- Failure to comply with provisions of the Rental Agreement
- Sickness or disease

Claims: Must be completed in writing as soon as practicable after the events. Forms available at all Hertz offices.

PERSONAL EFFECTS COVERAGE (PEC)

How to obtain coverage

Coverage becomes effective when You indicate that you “Accept” Personal Effects Coverage (PEC) in Your Enrollment and pay the additional daily charge that as of January 1, 2006 is NZ\$5 per day (plus GST) but is subject to change. Such charge is due in full for each full or partial rental day. PEC can only be taken as an option when taken in conjunction with PAI or PKG.

Policy Benefits

PEC provides benefits to the authorised driver and passengers for loss of or damage to baggage and personal belongings. Compensation is paid provided You observe reasonable care in the supervision of Your personal effects. Some exclusions apply. The following is only a summary of the Master Policy wording and does not override the Master Policy. The benefits and coverage provided are subject to change without notice.

Persons Covered

Authorised drivers and passengers.

Coverage Provided

Loss or damage to baggage and personal effects by theft from locked or attended vehicle, collision and/or overturning of vehicle, riot and civil commotion, malicious act, fire, flood and the like. If such loss or damage occurs during the rental period, the Insurer will, as its option and if practicable, repair, reinstate, replace or provide a cash settlement for the lost or damaged items.

Excess

The Insured Person shall bear the first NZ\$25 of each and every claim under this section.

Benefits

Limit any one article	NZ\$1,025
Limit per rental period for authorised driver	NZ\$3,025
Limit per rental period for authorised drivers and passengers	NZ\$6,025

Conditions Relating to Personal Effects Coverage

Each Insured Person shall observe reasonable care in the supervision of baggage and shall take all requisite steps for the safeguarding and recovery of the lost or damaged property. In the event of loss, destruction of or damage to property insured hereunder, the Insured Persons:

- Shall obtain a police report of the loss or damage due to theft. If the loss or damage is due to other insured events, the Insured Persons must advise relevant bodies;
- Shall give notice in writing to Hertz as soon as practicable, after the loss or damage occurs;
- Shall at their own expense, provide Hertz with relevant information and supporting documentation as requested by the Insurer;
- If You are staying in a hotel/motel, apartment, residential home or the like, the vehicle must be empty of luggage and/or personal effects if the vehicle is to be left unattended at night, unless it is parked in a locked garage or building.

The Insurer may settle the claim by means of a cash settlement equal to the value of the property at the time of loss or damage, or at its option and if practicable, reinstate, repair or replace the property lost or damaged.

In the case of loss or damage to one article which is deemed to be part of a set, the Insurer will only be liable for the value of the individual item which was lost or damaged.

Exclusions

This policy does not cover:

1. Damage by moth, vermin, insects, atmospheric or climatic conditions.
2. Mechanical, electrical or hydraulic breakdown or derangement, loss of data or any consequential loss.
3. Breaking or scratching of fragile items unless You can prove the breakage was caused by fire or accidental impact to the conveyance (i.e., mode of transport) carrying the articles.
4. Sporting equipment and/or bicycles while in use, furniture or furnishings, or household effects or appliances, or any means of transport and/or parts and accessories of such transport.
5. Money, travelers checks, bank or currency notes, credit or charge cards, vouchers, bonds, coupons, stamps, negotiable instruments, deeds, manuscripts, securities of any kind, bullion, tools of trade, travelers' samples or any property of any kind when used wholly or partially for business.
6. Wear and tear, depreciation in value or gradual deterioration.
7. Luggage or personal effects left unattended and in an unlocked vehicle.

8. Any goods that are intended for sale or trade.
9. Automobiles, motors, motorcycles, bicycles, boats or any other mode of conveyance, or their accessories
10. Animals.
11. Artificial limbs, teeth or the like.
12. Jewelry, precious stones, gold/silver, precious metal, furs or any other article for more than the Limit Any One Article stated in the policy.
13. Any luggage or personal effects not in the Vehicle at the time of the event giving rise to a claim under this section.
14. Results from war (whether it be declared or not), invasion or civil war.
15. The Insured Person being under the influence of intoxicating liquor or of a drug, other than a drug taken or administered by or in accordance with the advice of a duly qualified medical practitioner.
16. For any insured event occurring as a result of the authorised driver failing to comply with the provision of the Rental Agreement.

Making a claim

Please report any loss or damage to property to Hertz and complete a claim form within 30 days of the loss or damage. Hertz also requires You to promptly report loss of or damage to property to the police (as is appropriate).

POINTS TO REMEMBER FOR PAI AND PEC

- The coverage is provided by American Home Assurance Company New Zealand Branch (Level 23, The ANZ Centre, Albert Street, Auckland) or as otherwise specified.
- Claim forms and notice of any claims should be promptly requested and sent to Hertz Insurance Dept. Private Bag 4716, Christchurch.
- Hertz is acting as an agent of American Home Assurance Company New Zealand Branch in accordance with the Intermediaries Act 1994. Hertz does not act as Your agent.
- Hertz pays a flat rate premium to AHA each year. All daily charges collected from renters are kept by Hertz.
- The information contained herein is intended as a guide only.
- Copies of the Hertz PAI and PEC policies are available on request from Hertz Insurance Dept., New Zealand Head Office, 801 Wairakei Road, Christchurch, or are available at any Hertz office.

Your duty of disclosure relating to PAI and PEC

Before You enter into a contract of general insurance with an Insurer, You have a duty under the Insurance Law Reform Act 1977 to disclose to the Insurer every matter that You know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of insurance and if so, on what terms. You have the same duty to disclose those matters to the Insurer before You renew, extend, vary or reinstate a contract of general insurance. Your duty does not require disclosure of matters:

- That diminish the risk to be undertaken by the Insurer;
- That is common knowledge;
- That Your Insurer knows or, in the ordinary course of business, ought to know;
- As to which compliance with Your duty is waived by the Insurer.

Non-disclosure

If You fail with Your duty of disclosure, the Insurer may be entitled to reduce the liability under the contract in respect of a claim or may cancel the contract. If Your non-disclosure is fraudulent, the Insurer may also have the option of avoiding the Contract from its beginning.

PACKAGE (PKG)

How to obtain coverage

Coverage becomes effective when the renter initials the Package (PKG) "ACCEPT" box when completing the Enrollment Agreement and pays the additional daily charge. Such charge is due in full for each full or partial rental day. As of January 1, 2006 the daily charges are NZ\$30 per day (plus GST) for vehicle groups B, C, D, E and F and NZ\$33 per day (plus GST) for vehicle groups H, J, K, L and M are subject to change without notice.

Benefits of Package

Offered at discounted rates, the Protection Package saves You money by providing coverage for less than what You would pay if You were to purchase the options individually. For the highest level of protection Hertz recommends the Protection Package.

By paying the one daily charge The Package includes the benefits of ACCIDENT EXCESS REDUCTION (AER) where Hertz agrees to reduce the Accident Damage Excess (referred to in clause 10(b) of these rental terms and conditions) from NZ\$2,200 or NZ\$2,500 (or as otherwise specified on the rental agreement) to nil (or as otherwise specified on the rental agreement), Personal Accident Insurance (PAI) and Personal Effects Cover (PEC).

Details of the provisions, limitations and exceptions of the PAI and PEC policies for New Zealand are set out separately above.

**PART II. F. COMPANY/TRAVEL AGENT ACCOUNTS
SUPPLEMENTARY TERMS AND CONDITIONS**

Where, by virtue of a separate agreement entered into by You and Company or Travel Agency and Hertz, arrangements have been made or are subsequently made during the membership period for rentals by You to be charged to either a Company Account or Travel Agency Account, the provisions in this Part II. F. set out the terms and conditions subject to which such transactions are to be handled.

TERMS AND CONDITIONS

WHEREAS

You have concluded with Hertz an Enrollment including the number of one or more credit cards, of which You are personally the holder, and authorizing Hertz to charge the Rental Charges against the first credit card indicated which has a credit available.

You wish to have the benefit of the Program and have the Rental Charges billed directly to the Company employing You by debiting an OTTO Account or by billing You using a Travel Agency's Account. This

supplement is concluded to define the methods of combined use of the Program and the Company's OTTO Account or an Agency Account, as well as Your obligations and responsibilities and those of Hertz in this context.

IT IS AGREED AS FOLLOWS:

1. **DEFINITIONS:** The following expressions, where used in these supplementary terms and conditions, shall bear the following meanings:

"Travel Agency" means the travel agency which has, together with You, signed the Supplement which has been accepted by Hertz.

"Company" means the company which employs You and which has concluded an agreement with Hertz to charge to its OTTO Account the expenses relating to rentals which You make within the framework of the Program.

"OTTO Account" means the Company's customer account with Hertz or such other account that the Company agrees is to be debited by Hertz for any charges incurred.

"Agency Account" means the Travel Agency's customer account with Hertz.

"Reservation" means the transaction by which You, the Company or a Travel Agency give instructions to Hertz to undertake all the action necessary for the rental of a vehicle in accordance with the conditions laid down when the reservation is made.

"Rental Charges" means the charges incurred in whatever way and of whatever nature by virtue of Your rental of a car using the Program (also referred to as "Charges" in these Rental Terms).

"Full Value Voucher" means the vouchers (Car Rental Ticket) issued by a Travel Agency relating to the total amount of the Rental Charges in connection with the rental which is the subject of this voucher.

"OTTO Vouchers" means the vouchers used by the Company and bearing its OTTO Account number.

"Program/OTTO Combination" means the use of Program service while charging the amount of the Rental Charges to the Company's OTTO Account.

"Program/TRAVEL AGENCY Combination" means the use of Program service while charging the amount of the rental charges to the Travel Agency's Agency Account.

2. You have read, understood and accepted these supplementary Terms and Conditions.
3. The Company/Travel Agency has concluded an agreement with Hertz, authorizing Hertz to bill it with the Rental Charges, complying with the conditions laid down below.
4. To have the benefit of Program/OTTO Combination or Program/TRAVEL AGENCY Combination, You must return to Hertz the Supplement to the Program Enrollment Agreement, completed and authenticated on the back by the Company/Travel Agency and Yourself.

The authorization given by the Company/Travel Agency can be cancelled at any moment and in the event of withdrawal from this authorization for any reason whatever, Hertz could not be held responsible for its refusal to give You the benefit of Program/OTTO or Program/TRAVEL AGENCY Combination.

5. **Program/OTTO COMBINATION:**
In completing "Section 3" of the front of the Supplement, You are instructing Hertz to debit the OTTO Account, the number of which You indicate, with the amount of the Rental Charges relating to all the rentals You make under the conditions set out in or incorporated by the Supplement.

You certify that the OTTO Account number You have indicated in "Section 3" is in fact the OTTO Account number of the Company employing You.

6. Program/AGENCY COMBINATION:

In completing "Section 3" of the front of the Supplement, You are instructing Hertz to debit the Agency Account, the number of which You indicate, with the amount of the Rental Charges relating to all the rentals You make under the conditions set out in or incorporated by the Supplement.

You certify that the Agency Account number You have indicated in "Section 3" is in fact the account of the Travel Agency.

7. You undertake to notify Hertz of any change in Your situation entailing the modification of the OTTO Account or the Agency Account You have indicated in "Section 3" of the Supplement.
8. You undertake to notify Hertz of any modification of Your situation entailing the withdrawal of the authorization to use the OTTO Account or the Agency Account which You indicated in "Section 3" of the Supplement.
9. To benefit from the Program/OTTO Combination or the Program/AGENCY Combination, You (or the Company or the Travel Agency which makes a reservation for You) must transmit to Hertz, at the time of reservation, the number of the OTTO Account or of the Agency Account which must be debited with the amount of the Rental Charges relating to this reservation, as shown in "Section 3" of the Supplement, as well as the serial number of the OTTO Voucher or the Agency Voucher (where applicable).
10. If, when making the reservation, You (or the Company or the Travel Agency which makes a reservation for You) do not inform Hertz of the OTTO Account number or the Agency Account number indicated in the preceding Article, or, where required, the serial number of the OTTO Voucher or the Car Rental Ticket, You will not be able to use Program/OTTO Combination and/or Program/AGENCY Combination. In that case, the amount of the Rental Charges will be charged against one of the credit cards, or payment cards, which You have indicated on Your Enrollment.
11. To have the benefit of the Program/OTTO Combination or Program/AGENCY Combination, the rental conditions indicated when the reservation was made must be identical to the conditions indicated in Your Enrollment.
12. Moreover, to have the benefit of Program/AGENCY Combination, the following conditions must be fulfilled:
 1. You must have the reservation made by the Travel Agency;
 2. The Travel Agency must issue a "Full Value Voucher."
13. The OTTO Vouchers issued by the Company or the "Full Value Vouchers" issued by the Travel Agency are transmitted to Hertz when the reservation is made and Hertz could not be held responsible for errors which You, the Company or the Travel Agency could commit when making the reservation, transmitting the OTTO Voucher or the "Full Value Voucher."
14. You undertake not to make a rental using Program/OTTO Combination or Program/AGENCY Combination if the Company/Travel Agency no longer guarantees Your rentals.
15. A program member who makes a fraudulent use of OTTO Vouchers or the OTTO Account number, or an Agency Account number or a Voucher issued by the Travel Agency, will be automatically removed from the list of Members of the Program.
16. Program services will be provided in accordance with these Rental Terms for the country in which the Rental commences, with effect from the date and place of implementation of the contract as specified during the reservation. The renter must comply with all qualification criteria defined by Hertz, as

indicated in these Rental Terms. Program services will be billed in accordance with the rates applicable at the time and place of rental.

17. The maximum hiring duration is 30 days. For each rental period over 30 days, a new contract must be established.
18. Hertz reserves the right not to rent a vehicle to anyone under the influence of alcohol, drugs or other absorbed elements with similar effects on a person's ability to drive safely.
19. Hertz is not responsible for any damage to or loss of property resulting from the Company/Travel Agency's intervention acting solely as an independent intermediary and not as a Hertz Agent or Employee.
20. Reservations can only be made by car groups and not by car models or specific brands, although the renter's preferences are taken into consideration depending on availability.
21. The Company/Travel Agency is liable for all damages, loss or delays resulting from any action by the Company/Travel Agency exceeding the Company/Travel Agency's functions according to the Program context, to correctly indicate Program services to be provided when a reservation is made, inform the renter/driver of his/her obligation regarding the qualification criteria and financial status, forward all details and special requirements from the driver, in order to make a reservation.

HERTZ GOLD PLUS REWARDS RENTAL TERMS

- A. [GENERAL PROVISIONS APPLICABLE TO ALL HERTZ GOLD PLUS REWARDS RENTALS](#)
- B. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN THE UNITED STATES AND CANADA](#)
- C. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN EUROPE, MIDDLE EAST AND AFRICA \(EMEA\)](#)
- D. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN AUSTRALIA](#)
- E. [TERMS AND CONDITIONS APPLICABLE TO RENTALS IN NEW ZEALAND](#)
- F. [COMPANY/TRAVEL AGENT ACCOUNTS SUPPLEMENTARY TERMS AND CONDITIONS](#)