







# Your rental terms

## Everything you need to know about your Firefly rental

Firefly is taking steps to improve its environmental footprint and is now replacing paper versions of these Rental Terms and Conditions with electronic versions. If you would prefer to receive a paper copy please ask for one at the counter at the time of collecting your vehicle or print a copy by going to [www.fireflycarrental.com](http://www.fireflycarrental.com)

## Contents

Rental terms													
	<p><b>Key facts about your rental</b> <span style="float: right;">1</span></p>												
	<p><b>Basics</b> <span style="float: right;">2</span></p> <ul style="list-style-type: none"> <li>• Agreement</li> <li>• Responsibility</li> <li>• Disputes</li> <li>• Privacy</li> <li>• Longer term rental</li> <li>• Termination of Rental Agreement</li> </ul>												
	<p><b>Pick up</b> <span style="float: right;">3</span></p> <ul style="list-style-type: none"> <li>• Charges</li> <li>• Vehicle</li> <li>• Prohibited Uses</li> <li>• Drivers</li> <li>• In Vehicle Monitoring System (IVMS)</li> </ul>												
	<p><b>During your rental</b> <span style="float: right;">5</span></p> <ul style="list-style-type: none"> <li>• Fines, tolls and other charges</li> <li>• Breakdown</li> <li>• Accidents</li> <li>• Damage and loss</li> <li>• Calculation of loss of rental income</li> <li>• Optional Renter Protection Services</li> <li>• Consequence of using vehicle for a Prohibited Use</li> <li>• Calculating and charging for Damage</li> <li>• Personal possessions</li> </ul>												
	<p><b>Return</b> <span style="float: right;">7</span></p> <ul style="list-style-type: none"> <li>• Return procedure</li> <li>• Variations</li> <li>• Charges</li> <li>• Repossession of the vehicle</li> </ul>												
<hr style="border: 1px solid #663399;"/>													
	<p><b>Annexures</b></p> <table border="0" style="width: 100%;"> <tr> <td style="padding-left: 20px;">1. Charges Explained</td> <td style="text-align: right; vertical-align: bottom;">8</td> </tr> <tr> <td style="padding-left: 20px;">2. Fuel Policy</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td style="padding-left: 20px;">3. Damage Policy</td> <td style="text-align: right; vertical-align: bottom;">10</td> </tr> <tr> <td style="padding-left: 20px;">4. Optional Renter Protection Services</td> <td style="text-align: right; vertical-align: bottom;">11</td> </tr> <tr> <td style="padding-left: 20px;">5. Privacy and Credit Notice</td> <td style="text-align: right; vertical-align: bottom;">12</td> </tr> <tr> <td style="padding-left: 20px;">6. Contacts</td> <td style="text-align: right; vertical-align: bottom;">13</td> </tr> </table>	1. Charges Explained	8	2. Fuel Policy	10	3. Damage Policy	10	4. Optional Renter Protection Services	11	5. Privacy and Credit Notice	12	6. Contacts	13
1. Charges Explained	8												
2. Fuel Policy	10												
3. Damage Policy	10												
4. Optional Renter Protection Services	11												
5. Privacy and Credit Notice	12												
6. Contacts	13												

### Firefly contact details

#### Reservations

1800 679 891  
[www.fireflycarrental.com](http://www.fireflycarrental.com)

#### Roadside assistance

1800 996 010

#### Customer relations

1800 679 891  
[customercareau@fireflycarrental.com](mailto:customercareau@fireflycarrental.com)

#### Claims management

1800 550 028  
[hcmclaimsau@hertz.com](mailto:hcmclaimsau@hertz.com)

# Key facts about your rental

This summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask our counter staff if you need further clarification.

Important Information	
<b>Damage to Vehicle</b>	You are responsible for any loss or damage to the vehicle (and related losses and fees) during the rental even if it is not your fault, subject to some exceptions. The maximum amount you must pay is the Accident Damage Excess ( <b>ADE</b> ) per incident. You can use some of the Optional Renter Protection Services to reduce or eliminate this liability. However, if the loss or damage is caused by the vehicle being used for a Prohibited Use, you are liable for the loss or damage up to the full value of the vehicle (and related losses and fees) and third party property damage. You cannot rely on any Optional Renter Protections Services you may have purchased to reduce this liability. See <b>Damage and Loss</b> on page 6 for details.
<b>Prohibited Use</b>	Prohibited Use that may result in full liability include incurring overhead or undercarriage damage, driving on unsealed roads, failing to safeguard the vehicle (eg. leaving keys in vehicle) or allowing an unauthorised driver to drive the vehicle. See page 4 for full list of <b>Prohibited Uses</b> .
<b>Optional Renter Protection Services</b>	You may reduce the ADE by purchasing Accident Excess Reduction ( <b>AER</b> ), or eliminate the ADE by purchasing Accident Excess Reduction Plus ( <b>AERP</b> ). You may also reduce the ADE for standalone damage to the vehicle's windscreen, windows, wheels or tyres only by purchasing Glass & Tyres ( <b>G&amp;T</b> ). However, if there is a Prohibited Use of the vehicle, you cannot rely on AER, AERP, or G&T or any other Optional Renter Protection Service to reduce or eliminate your liability. See page 11 for details of the <b>Optional Renter Protection Services</b> .
<b>Personal Possessions in the Vehicle</b>	Firefly is not responsible for any loss or damage to you and your passenger's personal possessions in the vehicle, even in the event of an accident or theft of the vehicle.
<b>Pick Up</b>	You should check the vehicle for damage before you drive away and record any variations on the Vehicle Condition Report in conjunction with a Firefly Staff Member. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show a Firefly representative on return.
<b>Roadside Assistance</b>	We provide basic roadside assistance with the vehicle. It will not cover you for assistance required for incidents that are your fault (eg. running out of fuel, lost keys or locking keys in the vehicle). You can purchase Premium Roadside Assistance Cover ( <b>PRAC</b> ) to cover these incidents. The Roadside Assistance number should be used in the event of either an accident or a breakdown.
<b>Return</b>	You may incur additional charges if you return the vehicle at a different time or place to that agreed with us or if it is in an excessively dirty or smelly condition. Smoking in the vehicle is prohibited. If the vehicle is returned smelling of smoke an extra cleaning fee will be levied.
<b>Out of Hours Return</b>	If we agree to you returning outside location hours, please be aware that you will be responsible for the vehicle until our staff regain possession of the vehicle when the location re-opens.

Contacts and Remedies	
1.	You may check with our <b>location staff</b> at end of rental or telephone Firefly at any time using the number on the back of this Rental Terms booklet.
2.	Post rental, you may contact <b>Firefly Customer Services</b> during office hours (using the number on the back of this Rental Terms booklet) and our team will help resolve any issues.
3.	If we are unable to resolve your issue to your satisfaction, you may contact the Australian Car Rental Conciliation Service. <a href="https://www.carrentalconciliationau.com/">https://www.carrentalconciliationau.com/</a>
See <b>Annexure 6 (Contacts)</b> of the Rental Terms for full details.	

For full information, please read the **Rental Terms** in this booklet. You can also refer to our website [www.fireflycarrental.com](http://www.fireflycarrental.com) for the **Rental Terms** and additional details about prices, products and location information. **Thank you for choosing to rent with Firefly.**

What is included in the Rental Rate	
<b>Kilometre</b>	Your Rental Agreement may note that a per kilometre charge is applicable if a daily kilometre limit is exceeded, depending on the type of vehicle you rent or your pick up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the distance covered.
<b>Collision Damage Waiver</b>	Collision damage waiver is included in the Rental Agreement. Consequently your liability for loss of or damage to the vehicle and third party damage is limited to the Accident Damage Excess (ADE) (as shown on the Rental Agreement) unless there is a Prohibited Use of the vehicle in which case you may be fully liable for any loss or damage.
<b>Fuel</b>	Your rental is provided with a <b>full tank</b> of fuel. Where the tank is not full, a credit for the extent to which the tank is not full is provided. You can either return the vehicle full or pay for us to refill the tank for you at the rate shown on your Rental Agreement.
<b>Breakdown Roadside Assistance</b>	There is a basic breakdown service included in your rental to cover call outs for mechanical faults and accidents where you are not at fault.

## What is not included in the Rental Rate

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

- **Additional driver** – We will need to see their drivers licence.
- **Additional equipment**
  - Firefly GPS
  - Child seats
- **Fuel Purchase Option** – You may choose to pay for a whole tank of fuel in advance so you don't need to fill the tank on return (although no refund will be given for any unused fuel).

**Optional Renter Protection Services** are available to purchase for an additional charge to your rental to reduce or eliminate your liability to Firefly for loss or damage to the vehicle (provided there is not a Prohibited Use of the vehicle); or provide cover for other purposes depending on the services you select:

- **Accident Excess Reduction** – You can reduce the ADE to a lower amount as stated in your Rental Agreement.
- **Accident Excess Reduction Plus** – You can reduce the ADE to an even lower amount as stated in your Rental Agreement
- **Glass & Tyres cover** – You can eliminate your liability for standalone damage to the vehicle's windscreen, windows, wheels and tyres.
- **Premium Roadside Assistance Cover** – You can buy additional cover for the call out costs relating to incidents that are your fault, including for running out of fuel, lost keys or keys locked in the vehicle.
- **Toll Cover** – You can pre-pay your toll charges incurred during your rental for a daily flat fee as advised at the time of reservation.

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

We do not cover you for:

- **Parking and traffic fines** you incur on your trip
- **Private parking charges**
- **Road tolls** (unless you have purchased Toll Cover)

If we receive notices for fines and parking charges during the rental period we will give the authorities your name, address and drivers licence details and also charge a Processing Fee. Toll charges will be charged to you Directly by Firefly (unless You have purchased Toll Cover), and we will also charge a Processing Fee. These charges will be applied to your Card.

## Basics

### Agreement

- Your Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement") which includes a summary of your rental (e.g. length, optional services purchased and an **estimate of charges** to be paid). By signing the Rental Agreement, you indicate that the details in the Rental Agreement are correct as well as your acceptance of:
  - the terms set out in the **Rental Agreement**;
  - these **Rental Terms** including Annexures & Key Facts; and
  - any **Additional Terms** provided (together, the **Agreement**).

Each Rental Agreement will display charges for a maximum number of days as noted on your Rental Agreement. If your reservation is for longer than this period please ask the location for an extended estimate to understand the full rental charges applicable.

The Agreement is made with Hertz Australia Pty Ltd ABN 31 004 407 087 of 15th Floor, 636 St Kilda Road, Melbourne, Victoria 3004, Trading As Firefly (**Firefly or we**).

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

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

### Responsibility

#### Ours:

- We are responsible to you for providing the vehicle in a safe and roadworthy condition and for replacing the vehicle in the event of breakdown, theft or accident (unless caused by a Prohibited Use).
- You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you under the Agreement that we cannot exclude or limit (**Consumer Law Liability**).
- Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.

- Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.
- We are not responsible for statements made by travel agents or third party booking services as they are not our employees or agents.

#### Yours:

- You must care for, use and return the vehicle in accordance with the Agreement and pay the amounts due. Additionally, you confirm and agree that all information provided by you such as contact details is true and correct.
- You must ensure that you hold a valid licence to operate the vehicle rented.
- You must ensure that you comply with all applicable laws and regulations relating to the use of the vehicle.

**Please read the Agreement carefully to understand your obligations in full.**

### Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days.

Further information regarding our disputes process contact:

Firefly Customer Care Team

Phone 1800 679 891

Monday-Friday, 8:30am to 4:30pm

Email [customer-care@fireflycarrental.com](mailto:customer-care@fireflycarrental.com)

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

### Privacy

- When you rent with us, you consent to us collecting (including by in vehicle tracking through an In Vehicle Monitoring System), using and disclosing your personal information in accordance with our **Privacy Policy** which is available at [www.hertz.com.au/privacypolicy](http://www.hertz.com.au/privacypolicy) or from any Firefly rental location.
- If we provide you with credit, our **Credit Policy** together with our **Statement of Notifiable Matters** which are available at [www.hertz.com.au/creditpolicy](http://www.hertz.com.au/creditpolicy) and [www.hertz.com.au/sonm](http://www.hertz.com.au/sonm) or from any Firefly rental location, will also apply to our collection, use and disclosure of your credit information and credit eligibility information (**credit related information**).

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

## Longer term rentals

Where your rental is 30 days or longer you will be invoiced at the end of each 30 day period automatically or at any time agreed with Firefly. Additional funds to cover the cost of your Rental Agreement will be collected for each 30 day period. Each Rental Agreement will only display rental charges in respect of a limited period as noted on the Rental Agreement. If your rental is longer than this period the location is able to provide a detailed estimate for the full period upon request.

## Termination of Rental Agreement

- We reserve the right to terminate your Agreement at any time by providing 2 days written or verbal notice if:
  - you have not paid an invoice or any other request for payment (whether verbal or in writing) or your Card charge is declined or your bank reverses

- the charges made to your Card and you fail to pay the amount due within 24 hours of being notified by Firefly that the invoice is outstanding;
- we are required by the police or any other regulatory authority to take possession of the vehicle from you;
- the vehicle is not returned by the agreed return date;
- we reasonably believe you have materially breached, or are likely to materially breach, the Agreement; or
- we have reasonable grounds to believe there has been or likely to be a Prohibited Use of the vehicle.

**In the event of termination and/or repossession you will not be entitled to a refund of any part of the rental charges in so far as the termination and/or repossession is caused by your actions or omissions.**

- We may terminate your Agreement at any time on 30 days' notice.
- Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in **Damage and Loss** on page 6.

## Pick up

### Charges

- You agree to pay the rental rate for the vehicle, compulsory fees, fees for any optional services and other fees that may arise during your rental. Please see **Annexure 1 (Charges Explained)** for an explanation of these fees.
- Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental for the period indicated on the Rental Agreement (if the charges have not been prepaid). If your rental is for a longer period the location can provide a full estimate on request. You agree to pay those charges and any other fees that arise by the end of the rental period.

### Important

We typically reserve an amount on your credit card (or take a deposit) at least equal to the estimated charges plus a security bond (amount is shown on your Rental Agreement). This reserved amount may be released (or deposit refunded) on return of the vehicle following payment of the rental charges. For a further explanation on the Rental Agreement charges, discuss with **the location staff at time of pick-up or check online** before travelling at [www.fireflycarrental.com/qr](http://www.fireflycarrental.com/qr)

## Vehicle

- **Definitions:** all references in these Rental Terms to:
  - “**the vehicle**” means the motor vehicle described on the Rental Agreement including a commercial vehicle, or any alternate motor vehicle that Firefly supplies to you, whether as a replacement, upgrade or otherwise, and includes all vehicle parts, tyres, tools (supplied with the vehicle), and all other accessories or equipment in or fitted to the vehicle by the manufacturer or by Firefly, such as keys, child restraint seats, GPS devices and In Vehicle Monitoring Systems;
  - “**4WD**” means a vehicle capable of distributing power to all four wheels simultaneously by engaging 4 wheel drive mode and where the transmission has a high and low range option, but excludes an all wheel drive vehicle which in normal operation distributes power differentially to each wheel; and
  - “**commercial vehicle**” means a motor vehicle capable of carrying goods, 10 or more passengers and can be used for industrial and agricultural purposes.
- **Condition:** It is your responsibility to check the overall condition of the vehicle at the start of the rental period and on return. We will provide a summary of any pre-existing damage on our **Vehicle Condition Report** on your Rental Agreement.
- **Care:** You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by making sure there is not a **Prohibited Use** of the vehicle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids, are maintained at the specified level, refilling as necessary.

- **Maintenance:** In the case of a long term rental (being a rental over 30 days), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, a service indicator illuminating on the dashboard or after 10,000km – whichever comes first) You must return the vehicle to the nearest Firefly location to arrange for the vehicle to be serviced or exchanged.

### Important

You are responsible for returning the vehicle in the same condition as it was in when we provided it in, subject to fair wear and tear. Our fair wear and tear guide can be found online at [www.hertz.com.au/fwt](http://www.hertz.com.au/fwt). Please see the **Damage and Loss** section on page 6 to understand your responsibility for damage and loss to the vehicle and **Annexure 3 (Damage Policy)** on page 10 to understand how we will process damage caused during your rental.

- **Fuel:** We will supply your vehicle with a full tank of fuel. Where the tank is not full, we will provide you with a credit for the missing fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank plus a refuelling service fee as indicated on the Rental Agreement. If the vehicle is from the Firefly Adrenaline Collection, you must only refuel with the type of fuel specified by Firefly location staff.

### Key information

#### Fuel Purchase Option Full Tank

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

Please see **Annexure 2 (Fuel Policy)** for a full explanation of your options.

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

## Important

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

You must not leave your child unattended in the vehicle.

## Prohibited Uses

If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses as explained in the **Damage and Loss** section on page 6.

**Prohibited Uses** of a vehicle are:

- you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle;
- the vehicle is damaged in the following ways:
  - the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle;
  - the driver caused undercarriage damage to the vehicle;
  - a person sits or stands on the roof of the vehicle;
  - the driver causes damage above the windscreen line to the front, rear or side of the vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering car parks with insufficient clearance) or securing luggage, skis or other items to the vehicle's roof causing damage;
  - the driver drove the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys.
- driving the vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable State or Territory legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
- the fitting of objects to the interior or exterior of the vehicle that are not authorised by Firefly;
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in the vehicle, or failing to use the anti-theft system (if provided);
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a driver's licence in the applicable State or Territory);
- the use of the vehicle by a person who was not authorised by Firefly as the main or additional driver or did not meet the driver requirements in the Agreement;
- the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g. as a taxi or car sharing arrangement) unless Firefly consents in writing, or to carry cargo (except for commercial vehicles), for hire, reward or remuneration;
- the vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Firefly, in which case you have permission from Firefly to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide in the following link [www.hertz.com.au/vehiclecapacity](http://www.hertz.com.au/vehiclecapacity)).

- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Hertz or off-road (eg on fire trails, tracks, fields or paddocks) (unless specified in writing by Firefly);
- **the vehicle is driven in the following areas and the vehicle is not a 4WD:**
  - on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds (unless specified in writing by Firefly);
  - in the Simpson Desert, on the Strzelecki Track and the Birdsville Track;
  - in Western Australia on the Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles;
  - in Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta);
  - in Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track;
  - any other such location or region reasonably specified by Firefly to you as an area or region which is prohibited.
- **the vehicle is driven in any of the following areas at any time (4WDs are also prohibited):**
  - in Western Australia on the Canning Stock Route the Old Gunbarrel Hwy or on the Kalumburu track including but not limited to Mitchell Falls National Park;
  - in Northern Territory at the Lost City in Litchfield Park;
  - in Queensland Central Arnhem Road and Arnhem Land in general, or during the dedicated wet season on the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and Fraser Island at any time;

## Important

### Vehicle Cleanliness:

You may incur additional charges if the vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco from smoking in the vehicle;
- dirtiness or smell caused by having animal in the vehicle excluding registered service animals; or
- excessive dirt or mud on the exterior of the vehicle.

## Important

### Snow Regions:

- There are special restrictions that apply when driving a Firefly vehicle in an alpine region. If these restrictions are not complied with You may be responsible for any and all damage arising from the use of the vehicle in an alpine region and cover purchased will not be applicable. If you are planning to travel to the snow please check with your Firefly location that the vehicle is fit for purpose and whether snow chains are required.
- You must ensure that they comply with any legal requirements relating to fitment of snow chains and that they fit snow chains correctly. Failure to do so will be considered a prohibited use and You will be fully liable for any resulting damage. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and to put the hub caps back on the vehicle when the chains are removed.

## Important

### Sensors:

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

## Important

### If the vehicle is used for a Prohibited Use:

- you are responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the **Damage and Loss** section on page 6.
- your liability is not limited to the Accident Damage Excess (**ADE**);
- you lose the benefit of any Optional Renter Protection Services you have purchased; and
- we may terminate the Agreement and take back the vehicle at any time at your expense.

## Drivers

- As the renter you may allow other persons to drive the vehicle (except if you rent the vehicle in Tasmania) provided that you have checked that the person meets the age and licence requirements specified in this section and that they are either:
  - a member of your immediate family who is permanently living with you;
  - your employer, employee, fellow employee or partner and the rental of the vehicle is for business purposes; or
  - a person who is contracted to perform work for you or your employer, or an employee of a person or entity who is contracted to perform work for you or your employer, and the rental of the vehicle relates to the performance of work; or
  - any other person approved in writing by Firefly.
- If a driver does not meet the above requirements, they must be added to the rental as an additional driver and must show us their licence. An Additional Driver Fee is payable.
- You and any person driving the vehicle must be 20 years of age or over (unless approved beforehand in writing by Firefly) and must hold and present a current drivers licence that:
  - is in English or, if not in English, is accompanied by a certified English translation;
  - is valid for driving the vehicle;
  - is not a learner's permit;

- the driver has held for at least twelve consecutive months; and
  - satisfies any other conditions on the Rental Agreement or in any Additional Terms.
- If the vehicle is from Firefly's Adrenaline collection, you and any person driving the vehicle must be at least 25 years of age (unless approved in writing by Firefly).
  - If the vehicle is rented in Tasmania, you must not allow any other person to drive the vehicle unless they have been added as an additional driver and presented a valid drivers' licence at the nearest Firefly location.

## Foreign and Interstate Licences

If you are currently living in Victoria you are only permitted to drive on an overseas or interstate licence for a period of 6 months (from first arriving in Victoria). After 6 months you are only permitted to drive on a Victorian licence. It is your responsibility to ensure that you hold the correct licence.

## First Time Renters

If you are a first time renter paying with a debit or credit card, live within 100kms of the city in which the vehicle is being collected and your booking is not associated with a corporate account or insurance replacement rental, additional identification and payment requirements will apply to your rental. In such cases, renters will be required to provide a debit/credit card in the name of the renter and also current proof of address. Renters will also be charged a bond of either \$500 (passenger and commercial vehicles) or \$1,000 (prestige and adrenalin vehicles).

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

### Proof of Address Documentation:

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

## In Vehicle Monitoring System (VMS)

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

## During your rental

### Fines, tolls and other charges

- You are responsible for all fines, private parking charges, road tolls and other similar charges (including parking fines or charges) incurred in relation to the vehicle during the rental period. We will work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you the Processing Fee. If you incur toll charges during the rental, we will charge for you those tolls plus the Processing Fee (unless you have purchased Toll Cover). These charges will be processed on your Card as detailed in the **Charges** section on page 8.
- You have the option of purchasing Toll Cover to pre-pay a flat daily rate for your toll charges incurred during your rental, as advised at the time of reservation. For details, see **Annexure 4 (Optional Renter Protection Services)**.

## Important

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

## Breakdown

- **Assistance:** If you experience any problem with the vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the vehicle and call our roadside assistance (see **Annexure 6 (Contacts)**) and they will arrange help. You must not re-commence driving the vehicle unless directed to do so by the roadside assistance service. You must not move the vehicle unless this is necessary to prevent further damage to the vehicle or damage to other property or vehicles.

- If the vehicle is from the Firefly Adrenaline collection, you may be provided with roadside assistance from the manufacturer. The details of this service will be provided in the vehicle's service book. You must contact the manufacturer roadside assistance service as soon as you can if:
  - the vehicle breaks down;
  - a warning light or message becomes illuminated or displayed in the vehicle; or
  - any other event occurs which affects the performance or safety of the vehicle.
 If the manufacturer roadside assistance service cannot be contacted, you must contact Firefly's roadside assistance or the customer care centre. See **Annexure 6 (Contacts)**.
- **Cost:** we will provide roadside assistance without cost to you for problems with the vehicle that were not your fault. If the problem was your fault (eg. running out of fuel, keys lost or locking the keys in the vehicle), you will be responsible to us for the cost of providing roadside assistance and any parts provided. If you have purchased the Premium Roadside Assistance Cover, you will not pay the call out fee for roadside assistance. See **Annexure 1 (Charges Explained)** for charges associated with roadside assistance.
- You must not allow anyone to service or repair the vehicle without our permission.
- Refer to **Annexure 1 (Charges Explained)** for more detail.



### Key information

**Premium Roadside Assistance Cover** is optional cover for roadside assistance that covers incidents where you are at fault.

For full details see **Annexure 4 (Optional Renter Protection Services)**.

## Accidents

If you have an accident or the vehicle is stolen you agree to co-operate with us in any investigation or subsequent legal proceedings. You must also take the following steps:

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



### Important

- You must provide all information related to the accident within 48 hours of any requests made by Firefly, including any papers or other documents received by you concerning the accident.
- You consent to and authorise Firefly to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- Firefly may exercise reasonable discretion to terminate your rental of the vehicle and the accessories and not provide a replacement if the accident or theft was caused by a Prohibited Use of the vehicle. For the full list of **Prohibited Uses**, see page 4.

## Damage and Loss

### Responsibility:

- If the vehicle is lost, stolen, abandoned or damaged during the rental (eg. involved in an accident), for each incident you are responsible even if it was not your fault (eg. other driver's fault). This liability applies except to the extent that:
  - the damage constitutes fair, wear and tear on the basis that it does not fall within the definition of "Damage" specified in the **Definition of Damage Flyer** found online at [www.hertz.com.au/damageflyer](http://www.hertz.com.au/damageflyer) or provided to you at the start of your rental;
  - the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the vehicle; or
  - the damage or loss was caused by a third party and you have complied with your obligations under the **Accidents** section on page 6 so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/or their insurer. We may charge you the estimated damages or your applicable excess (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed; or
  - the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation scheme.



### Important

#### Incident Damages:

If the vehicle is lost, stolen or damaged, for each incident you are responsible for:

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

**Up to the Accident Damage Excess (ADE) amount per incident.**

## Calculation of loss of rental income

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

## Optional Renter Protection Services

- If you have purchased Accident Excess Reduction Plus cover (**AERP**), your liability for loss or damage to the vehicle (and other Incident Damages – see above) is capped at a lower reduced amount as specified in the rental agreement.
- If you have purchased Accident Excess Reduction cover (**AER**), your liability for loss or damage to the vehicle (and other Incident Damages – see above) is capped at the reduced amount specified in the Rental Agreement.
- If you have purchased Glass & Tyres cover (**G&T**), your liability for standalone damage to the windscreen, windows, wheels and tyres of the vehicle is zero.

## Consequence of using vehicle for a Prohibited Use

- If the vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle up to the **full value of the vehicle**. You are also liable for:
  - the Firefly Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the vehicle or the Processing Fees for other types of loss or damage (eg. cleaning due to smoking in vehicle);
  - any towing and storage charges;
  - loss of rental income; and
  - other losses or expenses related to the incident.
- Your liability to us will **not** be limited to the ADE, and AER and G&T will **not** apply to eliminate or reduce this liability. Other Optional Renter Protection Services you may purchase will not apply to limit your liability.
- You are responsible for any third party property damage or loss arising from the Prohibited Use of the vehicle and you must indemnify us for any

claim made against Firefly for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Firefly may charge any third party property damage or loss arising from a Prohibited Use to your Card provided at the time of rental.

- If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.
- For details on the Firefly Claims Management Fee, the External Damage Assessment Fee or the Processing Fees, see **Annexure 1 (Charges Explained)**.

### Important

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

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

If the vehicle is used for a Prohibited Use, to the extent allowed under applicable law, your liability will not be limited to the ADE and our Optional Renter Protection Services will be void. For the full list of **Prohibited Uses**, see page 4.

- if Firefly finds that you were not liable for the incident and Firefly is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
- if Firefly finds that you are liable and:
  - » the ADE amount charged on your Card was more than the amount of the Incident Damages, Firefly will refund you the difference; or
  - » if the amount of the Incident Damages was more than the ADE amount charged on your Card, no further charges will be levied.

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

- If the vehicle is damaged and no third party is involved in the incident, Firefly will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment. After the damage assessment concludes, Firefly will do one of the following:
  - if the assessment determines that you were responsible for the damage then Firefly will charge your Card (as defined in Annexure 1 (Charges Explained)) with prior notification (where you have provided a valid email address). The amount charged will be the amount Firefly has assessed as being the Incident Damages up to the ADE amount stated on your rental agreement.

**If there has been a breach of a Prohibited Use which has led to loss or damage then you will be liable for all costs and damages associated with the incident. This is the position even if AERP or AER has been purchased.**

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

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

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

### Personal possessions

- You are responsible for loss or damage to your or your passengers' personal possessions in the vehicle even if it was not your fault. Your liability will not be limited to the ADE. Loss or damage to personal possessions is not covered by the AERP or AER.

## Calculating and charging for damage

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

- If the vehicle is lost, stolen or damaged and AERP or AER does not apply, Firefly will charge your Card (as defined in **Annexure 1 (Charges Explained)**).
- at the ADE level indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages. After the investigation and damage assessment concludes, Firefly will do one of the following:

## Return

### Return procedure

- **Requirements:** You must return the vehicle to the return location by the date and time stated on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply (see **Variations** below).
- **Adrenaline collection vehicles:** You are not permitted to return a vehicle from the Firefly Adrenaline or Dream collection to a location other than the one from which the vehicle was picked up (unless approved in writing by Firefly). If this occurs, you must pay Firefly's costs to transport the vehicle to the correct location and loss of rental income (as described above). Please refer to [www.hertz.com.au](http://www.hertz.com.au) for the current listing of vehicles in this category.
- **Outside Operating Hours:** You may return the vehicle outside a Firefly location's opening hours with our prior agreement, in which case you must:
  - **Parking:** lock the vehicle and park in our car park;
  - **Information:** complete the **Return Details** on the back of this Rental Terms booklet and leave it in the vehicle with any other applicable documents (such as an **Vehicle Incident Report Form**);
  - **Keys:** do not give the keys to anybody when you park the vehicle, even if they appear to be our employee, but put them in the location's key box or other such place as advised by Firefly location staff; and
  - **Lost Property:** ensure you remove all your belongings when you return the vehicle to Firefly. We are not liable for property left in the vehicle when it is returned to Firefly. If property is found in the vehicle after you leave, we will take reasonable steps to recover and return lost property to you. You may be charged the cost of postage, delivery or courier plus the Processing Fee.

### Important

You will remain responsible for the vehicle, including any damage, until we regain possession of the vehicle.

### Variations

- **Change to time or location:** If you want to change the return time or return location or arrange for us to collect the vehicle, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as the One Way Fee.
- **Wrong location:** if the vehicle is returned to the wrong location without Firefly's approval, you may be charged the One Way Fee depending on the location where the vehicle was returned.
- **Early Return:** In certain circumstances, an **Early Return Fee** may apply towards costs we incur if you return the vehicle other than at the agreed time. For example, if you have booked a vehicle for over 7 days on a special rate and you return the vehicle within 7 days. For details, see **Annexure 1 (Charges Explained)**.





## Key information

- Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. If you return the vehicle late you enter into a new 24 hour period and will be charged for that and every successive 24 hour period you enter at a current, standard rate.
- To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day.
- Returning to a different location may incur the One Way Fee and other charges.

See **Annexure 1 (Charges Explained)** or ask at the counter for details.

## Charges

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

As some charges can't be finally determined on return such as the fines and tolls we receive relating to your rental or damage to the vehicle, we may recover these additional charges by charging your Card within 60 days after the rental period. We will provide notice to you of these charges by email on request or you may download the final invoice on [www.hertz.com.au/receipts](http://www.hertz.com.au/receipts). If these charges are not paid (eg. credit card is rejected or invoice is not paid) for 7 days, you agree that this will be an application by you for credit.

If you do not pay the amounts due to Firefly under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained)**.

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

## Repossession of the vehicle

- If you fail to return the vehicle to Firefly when required under the Rental Agreement (other than due to theft or an accident), and if you fail to comply with a demand by Firefly to return the vehicle,
  - Firefly may take steps to recover and repossess the vehicle where and when it is found. You authorise Firefly to enter any premises owned or occupied by you in order to recover or repossess the vehicle and you agree to make all reasonable efforts to obtain the right for Firefly to enter any premises to recover and repossess the vehicle; and/or
  - May deem the vehicle stolen and report it stolen. Firefly may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).
- You will be responsible for the rental charges, loss or damage to the vehicle (up to the full value of the vehicle), the Firefly Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident.
- This liability to Firefly will **not** be limited to the ADE, and the reduced excess under AER and the lower excess under AERP will **not** apply to reduce or eliminate this liability.



### Important

If you fail to return the vehicle (other than due to theft or an accident), you are responsible for our loss, damage, expenses and other fees. Any Optional Renter Protection Services you may have purchased will **not** apply to reduce or limit this liability.

## + Annexure 1 – Charges Explained

### Charging your card

- You must pay Firefly for all charges with a credit, visa/mastercard debit or charge card that is accepted at the pick up location (**Card**) or by cash.
- You also authorise Firefly to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount advised at the time of reservation.
- Firefly will only accept a cash deposit on some rentals (eg replacement vehicles booked by insurers) If you provide a cash deposit, Firefly may not have sufficient cash at the return location to reimburse you in full. A cheque will be sent within 14 business days of return of the vehicle to the address on the Rental Agreement.
- You authorise Firefly to charge the Card that you provided to pay the rental charges or for the security bond, with any amount that you owe Firefly under the Agreement up to 60 days after the vehicle has been returned. If the Card is not in your name, you guarantee that Firefly has the authority to charge the Card under the Agreement.

### Providing credit

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

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

### Interest

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%.

### Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental for maximum number of days as noted on your Rental Agreement. A table listing individual charges can be found at [www.fireflycarrental.com/qr](http://www.fireflycarrental.com/qr). These charges may typically include the following:

## Compulsory

Rental Rate	The daily rental charge noted on the Rental Agreement for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap on the daily rental charge.
Kilometre Rate	You may have limited kilometres depending on your pick up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement and may vary based on the type of vehicle and the rental location. If you exceed this daily allowance, a charge may apply for the distance covered.
Location Service Fee	Additional at certain locations (e.g. airports and off airport locations) to reflect the higher cost of providing services from there. This fee varies from location to location and can be a flat fee or percentage of charges as shown on the Rental Agreement.
Young Driver Surcharge	May apply if you or any additional driver is 24 years and under. You will be advised of the surcharge at the time of reservation.
Vehicle Registration Fee	Fees to cover costs of registration fees for Firefly vehicles.

## Optional

Additional Driver	Free of charge for each additional driver added to your rental. You will be advised of the surcharge at the time of reservation.
One Way Fee	May apply if you return the vehicle to a location different from the start location. You will be advised at the time of reservation if you are permitted to return the vehicle to a different location and if so, any applicable fee.
Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been <b>accepted</b> or <b>declined</b> by you or are otherwise included in your rate.  We also show the <b>Accident Damages Excess</b> (ADE) applicable to your rental (which depends on whether you have AERP or AER coverage selected) and the full charge for the rental period, inclusive of GST.
Optional equipment	The Rental Agreement lists any optional equipment you have selected, such as baby/child seats, and Firefly GPS, showing the full charge for the rental period.
Fuel Purchase Option (FPO)	You have the option of paying for a full tank upfront at a rate per litre advised to you at the time of reservation (although no refunds are given for any unused fuel).

## Total

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

## Potential additional fees

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

<b>Fuel</b>	
Refuelling Price	If you don't fill up the vehicle on return and haven't opted for FPO, we will charge you a price per litre to fill the tank. The refuelling price is specified on the Rental Agreement.
Refuelling Service Fee	May apply on top of the amount charged for refuelling if we fill the tank for you on return and you have not taken FPO.

## Vehicle condition

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

## Vehicle use

Processing Fee	The amount payable for administrative functions Firefly undertakes including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic fines, penalties and toll way use (where Toll Cover is not purchased).
Breakdown or Roadside Assistance	If the driver is at fault for the problem for which assistance is requested, for example, the vehicle running out of fuel, or the keys being locked in the vehicle, the charge covers the cost of providing breakdown or roadside assistance. If the driver is at fault any towing costs will be on charged you.

## Early/Late return

Additional Rental Days	You may be charged an extra day's rental for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of <ul style="list-style-type: none"><li>• 0 to 59 minutes late: no charge</li><li>• 60 to 119 minutes late: 1/2 of daily rental charge for that vehicle</li><li>• 120 minutes to one day late: daily rental charge for that vehicle</li></ul> Daily rental charge for that vehicle for each additional day (or any part thereof) vehicle is returned late.
Charges for and Interest on amounts due	If you do not pay the amounts due to Firefly under the Agreement (including any credit provided to you) in accordance with the Agreement. You will also be required to pay interest calculated daily from the next day after the due date up to and including the date of payment at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%, and reimburse Firefly for its expenses and costs incurred in collecting from you the charges payable under the Agreement and in enforcing our rights.

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental.

Please ask at the counter for details or check the Charges section of our website.

## + Annexure 2 – Fuel Policy

Fuel is not included in your rental rate. Your vehicle will be provided with a full tank of fuel or if the tank is not full, we will provide you with credit for the missing fuel and you can decide how you wish to pay for the fuel you use during your rental. You have the following options:

### Buy a full tank at the start ...

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

### Return with a full tank ...

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

### Important

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

### ...Or without refuelling

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

### Refuelling Service Fee:

We will charge you a price per litre to refill the tank, including or in addition to a **Refuelling Service Fee** for our service of re-fuelling for you. **These prices are indicated on your Rental Agreement.**

If you have any further questions, please **ask Firefly Representative** or **[www.fireflycarrental.com](http://www.fireflycarrental.com)** when you pick up your vehicle.

## + Annexure 3 – Damage Policy

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

### Checking the vehicle

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

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

### Fair wear and tear

This means "ordinary wear due to reasonable use" and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. Review the **Definition of Damage Flyer** found online at [www.hertz.com.au/damageflyer](http://www.hertz.com.au/damageflyer) or provided at the start of your rental for more detail on what damage goes beyond fair wear and tear.

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

## Damage assessment and charging

There are three common scenarios:

### i. Damage – agreed on return

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

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

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

### iii. Significant damage

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

### Damage

We aim to deal with a damage assessment in a quick and practical way by using a 3rd party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment. Although we may initially charge you an estimated amount or the applicable excess (whichever is less), we will reimburse you if the amount of the damage cost assessment is less than this.

## Notification and evidence of damage

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

- (i) a system generated letter detailing the damage to the vehicle;
- (ii) photos of the damage to the vehicle;
- (iii) the Rental Agreement listing the date, time and return location and any pre-existing damage;

- (iv) the final tax invoice/statement of charges that includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- (v) the Vehicle Incident Report (VIR); and
- (vi) a damage cost assessment from a repair body shop and/or the invoice for the repairs.

## Charging for damage and other items

We will charge your Card with the amount set out in the final tax invoice that we have sent to you within 60 days of the date you returned the vehicle. If we have charged your Card with an estimated amount or the applicable excess, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

## Damage disputes

- Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of vehicles.
- If you wish to dispute our assessment of damage, please contact the Firefly Claims Management Team on:
  - Phone 1800 550 028
  - Email [hcmclaimsau@hertz.com](mailto:hcmclaimsau@hertz.com)

### Additional references

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

- **Prohibited Uses** refer to page 4
- **Damage and Loss** refer to page 6
- **Accidents** refer to page 6

## + Annexure 4 – Optional Renter Protection Services

We provide Optional Renter Protection Services to cover the principal risks you incur when driving the vehicle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarised below.

Collision Damage Waiver (CDW) is included in your rental rate and reduces your liability to us for loss or damage to the vehicle to the amount of the applicable Accident Damage Excess (**ADE** or **excess**) (stated on your Rental Agreement) which applies to each incident of damage or loss caused except in the event of loss or damage for a Prohibited Use.

### Examples of damage covered by ADE include:

- Impact with a fixed or moving object (e.g. damage caused if you have an accident)
- Loss of control of the vehicle

- Unavoidable natural events, such as snow, hail, flood or rock fall
- Fire caused by vehicle defect, including electrical fault, or from adjacent fire or explosion, criminal or terrorism acts.

## Optional Renter Protection Services

We offer the option to purchase Optional Renter Protection Services which may reduce your liability for loss or damage to the vehicle which occur during the rental period or result from your use of the vehicle.

Optional Rental Protection Services offered by Firefly are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. **Excludes** infringements including traffic and parking fines, and private parking charges which will be on-charged to your Card, and Fuel.

### AERP, AER, GLASS & TYRES

#### Your liability to Firefly for loss of or damage to the vehicle

<b>Accident Excess Reduction Plus (AERP)</b>	AERP is an optional product which reduces your liability to us in the event of loss of or damage to the vehicle (and other Incident Damages described in the <b>Damage and Loss</b> section on page 6) from the ADE to the even lower reduced amount specified on the Rental Agreement.
<b>Accident Excess Reduction (AER)</b>	AER is an <b>optional</b> product which reduces your liability to us in the event of loss of or damage to the vehicle (and other Incident Damages described in the <b>Damage and Loss</b> section on page 6) from the ADE to the reduced amount specified on the Rental Agreement.
<b>Glass &amp; Tyres (G&amp;T)</b>	G&T is an <b>optional</b> product, which <b>eliminates</b> your potential liability to us for standalone damage to the vehicle's windscreen, windows, wheels or tyres only. If you do not purchase G&T, you will be charged for standalone damage to glass and tyres in accordance with the charge list that can be found via <a href="http://www.hertz.com.au/glasstyre">www.hertz.com.au/glasstyre</a>
<b>Premium Roadside Assistance Cover (PRAC)</b>	<b>Your liability to Firefly for breakdown costs (which are your fault).</b> PRAC is an <b>optional</b> product which supplements the <b>Roadside Assistance</b> included in your rate. It provides cover for the <b>vehicle recovery and call out costs</b> you would otherwise be responsible for if the reason for the breakdown or call out was your fault. PRAC does not cover the cost of replacing tyres, battery or other parts.
<b>Toll Cover</b>	Pre-pay a flat daily fee to cover unlimited toll charges as advised at the time of reservation.

## + Annexure 5 – Privacy and Credit Notice

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

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

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

### How we collect our personal information

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

We may take photographs of the vehicle when you pick it up and return it, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers. We may also take a photo of your person and a photo or a photocopy of your drivers licence to confirm the information provided when you request our services to rent a vehicle.

### Uses and disclosures of your personal information

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

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

### Vehicle

If you use a **CDP number** (price discount) linked to a company, you agree that we may share your personal information with that company in relation to your rental.

### Overseas disclosures

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

### Marketing

We may use and disclose your personal information for marketing purposes. We may, with your **consent**, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how you engage with us and the contact details you provide. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send or by following the directions in our **Privacy Notice**.

### Privacy complaints

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

### Access to and correction of your personal information

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

### Your credit related information

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

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

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

Our **Statement of Notifiable Matters** compliments our Credit Policy and explains the credit reporting agencies to whom we may disclose your credit information as well as certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a complaint to use and to request credit reporting agencies not to use your credit reporting information for pre-screening or direct marketing by a credit provider).

### Our Privacy and Credit Policies

Our global **Privacy Policy** is available at [www.hertz.com.au/privacypolicy](http://www.hertz.com.au/privacypolicy) or you can ask for a copy at any Firefly rental location.

### Our Credit Policy and Statement of Notifiable Matters

Our Credit Policy is available at [www.hertz.com.au/creditpolicy](http://www.hertz.com.au/creditpolicy) and our Statement of Notifiable Matters is available at [www.hertz.com.au/sonm](http://www.hertz.com.au/sonm) or you can ask for a copy of these documents at any Firefly rental location.

## Annexure 6 – Contacts

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

### Ask us...

#### During your Rental

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

You can raise any other issues arising from the rental with our **location staff** on return.

#### Independent advice

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

#### After your Rental

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

- call the **Customer Help Desk on 1800 679 891**; or
- email **Customer Support at [customercareau@fireflycarrental.com](mailto:customercareau@fireflycarrental.com)**

using the contact details provided on the back of the **Rental Terms** and our team will help resolve any issues.

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