Hertz Australia Terms and Conditions:

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

1. Nature of Agreement

(a) Except to the extent otherwise implied by law, the terms and conditions made available to You at the time of rental, together with the Form and any Additional Terms, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning Your rental of the Vehicle and any Accessories and on which Hertz agrees to rent the Vehicle and Accessories to You for the Rental Period.

(b) The Additional Terms, if any, prevail to the extent of any inconsistency with the terms and conditions in the Rental Wallet or the Form.

(c) You must not attempt to transfer or sublease the Vehicle, the Accessories or any rights or obligations under this Agreement. Any attempted transfer or sublease of the Vehicle or Accessories by anyone other than Hertz is void. Neither You nor any Authorised Drivers are agents of Hertz. No one may service or repair the Vehicle without Hertz’s prior express written approval.

(d) You confirm and promise Hertz that all information provided by You to Hertz at any time before and during the Rental Period is true and correct in every particular and the information so provided is all the information Hertz could reasonably require.

(e) Terms marked in bold throughout this Agreement are defined in clause 13 (Definitions and Interpretation).

2. Returning Vehicle and Repossession

(a) You agree to return the Vehicle and any Accessories to Hertz at the specified time and location noted on the Form, or sooner if demanded by Hertz on reasonable grounds, including where Hertz reasonably believes You have breached, or are likely to breach, the Agreement.

(b) The Vehicle and Accessories are not taken to have been returned until the end of the Rental Period. If You return the Vehicle or Accessories outside Business Hours, You remain responsible for the Vehicle and Accessories until Hertz has inspected and accepted their return the next Business Day.

(c) If You do not return the Vehicle or Accessories when required by this Agreement, then after Hertz sends to Your address a written demand to You to return it, Hertz may take steps to recover and repossess the Vehicle and/or Accessories where and when it is found. You authorise Hertz to enter any premises owned or occupied by You, or where necessary, You agree to make all reasonable efforts to obtain the right for Hertz to enter any premises in order to recover and repossess the Vehicle or the Accessories.
(d) If the Vehicle or Accessories are found illegally parked, apparently abandoned or are used or obtained as prohibited under this Agreement, Hertz may recover the Vehicle or the Accessories without sending a written demand under clause 2(c). To the extent permitted by law, You waive any right to any hearing or to receive any notice or legal process as a precondition of Hertz recovering the Vehicle or the Accessories in accordance with this clause 2(d).

(e) From the date that Hertz sends You a demand pursuant to clause 2(c), Hertz may exercise its legal rights to recover and repossess the Vehicle or the Accessories. You agree to cooperate with Hertz to recover the Vehicle or the Accessories.

(f) You must reimburse Hertz for its reasonable costs of recovering or repossessing the Vehicle or the Accessories where such costs are a consequence of Your failure to return the Vehicle or Accessories when required by this Agreement.

(g) Except to the extent that Hertz is at fault, You indemnify Hertz against any claim made by any third party resulting from Hertz’s recovery or repossession of the Vehicle or the Accessories.

(h) In the event You rent the Vehicle for more than 30 days, Hertz reserves the right to terminate the rental at any time on 30 days written or verbal notice to You.

3. Maintenance and Safety

(a) You and Hertz acknowledge that the Vehicle 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 Vehicle in the same condition, save for normal wear and tear.

(b) You agree to check the amount of engine oil and coolant in the Vehicle at appropriate intervals and maintain them at the levels recommended in the Vehicle manufacturer’s specifications or otherwise as required to maintain the Vehicle’s efficient performance.

(c) Hertz (through sub-contractors) provides a twenty-four (24) hour breakdown roadside assistance service for the Vehicle.

(d) In the case of a Long Term Rental, You acknowledge that you accept responsibility to maintain the Vehicle in a roadworthy condition for the duration of the Rental Period. Should the Rental Period span the normal maintenance intervals, it is your responsibility to return the Vehicle to the nearest Hertz location for a changeover to a replacement vehicle in a serviceable condition.

(e) You and any Authorised Driver must comply with any applicable road safety laws and regulations (including those relating to seat belts and child restraints and use of a mobile phone whilst driving).

4. Charges

(a) You agree to pay to Hertz the following charges for renting the Vehicle:
(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 noted on the Form, including ‘one way fees’ for delivering the Vehicle at, and/or collecting the Vehicle from, any location as requested by you, other than those Hertz rental locations for which no charges apply or the reasonable costs and expenses of Hertz for recovery or repossession of the Vehicle under clause 2;

(iv) Optional Renter Protection Services

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

(v) Fuel Costs

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

(A) if the Vehicle travelled less than 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 Vehicle travelled 250 kilometres or more during the Rental Period or in the event of an Accident during the Rental Period - the number of litres of fuel required to refill the tank multiplied by the price per litre specified on the Form.

(vi) Collection Expenses

Where You do not pay the charges in accordance with this Agreement, You must reimburse Hertz for its reasonable expenses and costs incurred in collecting from You the charges payable under this Agreement and for reasonable interest charges calculated at the rate specified in clause 14;

(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 **Vehicle**, including stamp duty on this Agreement (except in South Australia);

(viii) **Location Fee**

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

(ix) **Costs Recoveries**

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

(x) **Surcharges**

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

(xi) **Credit or Charge Card Surcharge**

The percentage noted on the **Form** of any amount charged to a credit or charge card;

(xii) **Administration Fee**

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

(xiii) **Administrative Charges**

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

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

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

(d) Long Term Rental will be invoiced on a 30 day cycle beginning from the commencement of the Rental Period or upon the conclusion of any period less than 30 days during the Rental Period for the Long Term Rental.

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

5. Full Responsibility

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

(a) Prohibited Uses

The Vehicle must never be used:

(i) recklessly, or with deliberate intent to cause injury, loss or damage;

(ii) in Tasmania unless rented from a location in Tasmania;

(iii) on Fraser Island or north of Cooktown in Queensland;

(iv) in the Northern Territory on the road to Jim Jim Gorge and Twin Falls or north of the Oodnadatta Track (including the following areas: Dalhousie Springs, Mount Dare, Witjira National Park and Pedirka Desert);

(v) in any other such location or region specified by Hertz as an area or region which is prohibited;

(vi) for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of your drivers’ license);
(vii) for racing or undertaking reliability trials or other contests;

(viii) for conveying passengers for hire or reward (unless Hertz consents in writing);

(ix) for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or

(x) for towing a trailer or any other vehicle, unless the Vehicle has a towbar, in which case You have permission from Hertz to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the Vehicle.

(b) Prohibited People

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

(i) any person who is Intoxicated by any substance; or

(ii) any person other than an Authorised Driver.

(c) Full Responsibility Uses

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

(i) on any road or other surface which is not sealed other than a road under repair, or a road notified to You by Hertz, unless the Vehicle is a Four Wheel Drive (4WD) Vehicle;

(ii) in any Alpine Resort during the gazetted snow season or in any other area under conditions where a reasonable person would use snow chains, 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 or transporting a Vehicle across a waterway) where the Vehicle may or does become partially or totally immersed in water;

(v) under any circumstances where the Vehicle may or does sustain damage to the body or undercarriage as a result of making contact with a stationary object overhanging or on the road surface (including driving or attempting to drive under, over or around any such object);

(vi) under any circumstances where the Vehicle sustains damage to the roof area including but not limited to the fitting of roof racks (or similar devices), standing or sitting on the roof or making contact with overhanging objects;
(vii) under any circumstances where the Vehicle is refuelled with fuel other than which is recommended by the Vehicle manufacturer

(viii) where a Vehicle on a Long Term Rental sustains mechanical damage as a consequence of non compliance with clause 3(d);

(ix) where the Vehicle is driven between the hours of sunset and sunrise in the Northern Territory, the Pilbara in Western Australia or Kangaroo Island in South Australia and such Damage is caused by a collision with an animal or by the driver avoiding a collision with an animal;

(x) under any circumstances where the Vehicle and its keys are unsecured; or

(xi) in any other area or region specified to You by Hertz as an area or region in which the Vehicle must not be used.

(d) Responsibility for Accessories

You will be fully responsible and liable for Damages under clause 6 to any Accessories even if You have accepted MAX or AER for the Vehicle. MAX OR AER DOES NOT APPLY TO ANY LOSS OF OR DAMAGE TO ACCESSORIES.

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

(i) to the extent permitted by applicable law, You will lose the benefit of any limitation on Your liability for loss of or damage to the Vehicle, even if You have accepted MAX or AER; and

(ii) will constitute a breach of this Agreement, making You responsible, to the fullest extent permitted by applicable law, for the actual and consequential damages to Hertz caused by the breach, together with Hertz’s related costs and legal fees.

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

6. Your Liability

(a) Subject to this clause 6, You are responsible, to the fullest extent permitted by applicable law, for all Damages regardless of fault which occur during the Rental Period or which result from Your rental or use of the Vehicle or Accessories. Notwithstanding anything in this clause 6 or any other clause, there is no cap or limit on Your liability to Hertz resulting from any use of the Vehicle for, or incurred whilst the Vehicle is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility).
Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from a **Single Vehicle Accident** outside capital city metropolitan **Built Up Areas** is limited to the amount of the **ADE plus $2,200** (inclusive of GST) for a non **4WD Vehicle** and $4,400 (inclusive of GST) for a **4WD Vehicle** or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.

Your liability to **Hertz** for **Damages** to the **Vehicle** resulting from water damage (other than by total or partial immersion) is limited to the amount of the **ADE plus $2,200** (inclusive of GST) or such other amount in addition to the **ADE** as is specified in the **Additional Terms**.

Your liability to **Hertz** for **Damages** to the **Vehicle**, 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 **Vehicle** is limited to the amount of the **ADE**. In the event of damage to the **Vehicle**, You will be charged the amount of the **ADE** and should the cost of the repairs be less than the **ADE**, You will be reimbursed the difference.

If the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability under each of clauses 6(b), 6(c) and 6(d) will be increased by **$2,200** (inclusive of GST).

Notwithstanding clauses 6(b), 6(c) and 6(d), You are liable to reimburse **Hertz** for **Damages** incurred as a result of You fitting **Accessories** to the **Vehicle** incorrectly or otherwise in a manner which causes damage to the **Vehicle**, the **Accessories** or any other vehicle or property.

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.

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**'s premises, but does not include the **Vehicle** or any other property damaged as a result of the **Vehicle** colliding with it and does not include any loss or damage caused by the negligence or wilful default of **Hertz**.

The liability of any **Authorised Driver** for causing personal injuries resulting from use of the **Vehicle** is covered by the statutory schemes relating to transport accident compensation in each State and Territory of Australia (subject to the conditions and limitations of those schemes). For details of the scope, conditions and limitations of this coverage, You should contact the relevant authority in the State or Territory in which the **Vehicle** is registered.

7. **Limited Liability and Indemnity**
You have rights under and in connection with this Agreement by reason of consumer protection legislation, including warranties that the Vehicle or the Accessories are of merchantable quality, matches any description or sample against which it is rented and any services are provided to You by Hertz using all due care and skill. Save for these rights Hertz provides no other warranties in respect of the Vehicle or the Accessories or Your rental of the Vehicle or the Accessories.

For the sake of clarity, save for its obligations under clause 7(a), to the maximum extent permitted by law Hertz accepts no responsibility or liability to You or any Authorised Driver for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment but excluding any loss or damage caused by the negligence or wilful default of Hertz) or any other liabilities resulting from:

(i) any Accident, breakdown or any other failure of the Vehicle; or

(ii) loss of or damage to Your or anyone else's personal property, which includes, without limitation, personal property left in any Hertz Vehicle or brought onto Hertz's premises; or

(iii) any error or omission in any street directory 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 Vehicle).

Without limiting the foregoing, to the maximum extent permitted by law Hertz will not be liable to You or any Authorised Drivers for any loss of use or enjoyment of the Vehicle, the Accessories or another vehicle or any indirect, special or consequential damages arising in any way out of any matter covered by this Agreement;

Unless You have rented the Vehicle and the Accessories for personal, domestic or household use, any liability of Hertz, including any liability for negligence, is limited to the extent permitted by law to:

(i) in the case of goods, at the option of Hertz:

(A) replacement of the goods or supply of equivalent goods;
(B) repair of the goods;
(C) payment of the cost of replacing the goods or acquiring equivalent goods; or
(D) payment of the cost of having the goods repaired.

(ii) in the case of services, at the option of Hertz:

(A) supplying of the services again; or
(B) payment of the cost of having the services supplied again.
8. **Representations by Travel Agents**

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

9. **Accidents and Fines - What You Do**

(a) You must report any Accident (irrespective of whether it results in the Vehicle or any Accessories being damaged, lost or destroyed) to Hertz as soon as possible after the Accident occurs.

(b) You must provide all information Hertz reasonably 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’s request.

(c) You agree to assist Hertz (at Hertz’s cost and direction) in respect of any claim or action brought in respect of any Accident, including attending court to give evidence.

(d) No offer of compromise, payment, settlement, waiver, release, indemnity or any other admission of liability (other than a true statement made under compulsion of law) must be made by You or on Your behalf in relation to the Accident.

(e) Any papers or other documents received by You concerning the Accident must be promptly given to Hertz. You further agree to take reasonable steps to ensure that any other person who receives any such papers or documents concerning the Accident provides those papers and documents promptly to Hertz.

(f) You agree to report any traffic or parking infringement which occurs during the Rental Period to Hertz as soon as possible after it occurs.

(g) Hertz may, at its discretion, terminate Your renting of the Vehicle or the Accessories and not provide a replacement vehicle or replacement accessory after an Accident. In the event of termination, Hertz will refund pro-rata prepaid charges but reserves the right to set off any such prepaid charges against all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6.

10. **Consent to Use and Disclosure of Personal Information**

(a) You agree that Hertz may use and disclose Your personal information in accordance with its Privacy Policy

(b) You consent to Hertz obtaining reports from credit reporting agencies for the purpose of assessing Your applications to rent vehicles from Hertz and managing Your rentals of vehicles. You also consent to Hertz giving Your identity particulars to credit reporting agencies for the purpose of obtaining such reports and to Hertz obtaining information about You from credit providers identified in such reports.
You understand that if You default on payment obligations to Hertz, information about that default may be given to credit reporting agencies and such agencies may share this information with their subscribers.

11. Credit, Charge or Debit Cards and Cash

(a) You authorise Hertz to charge the credit, charge or debit card ("Card"), the imprint of which or the number of which You provide to the Hertz representative when renting the Vehicle (or at any other time), in respect of all charges due and payable under clause 4 and in respect of Damages due and payable under clause 6 or such other amount in addition to the ADE as is specified in the Additional Terms.

(b) If You present a Card at the commencement of the rental, You also authorise Hertz to reserve credit with, or obtain an authorisation from, the Card issuer at the time of rental in an amount up to the expected cost of the rental (less any discount, credit or rebate) plus $200 (inclusive of GST) or other such amount advised at time of reservation.

(c) If Hertz charges Your Card for Damages due and payable under clause 6, it will promptly notify You of the amount so charged and provide details of the Damages. If You dispute the Damages or the amount charged, You may contact the Hertz representative stated on the notification letter. Hertz will deal promptly with any dispute and, if it reasonably considers that any amount should be refunded to You, will promptly credit that amount to Your Card. If You are dissatisfied with any determination made by Hertz in this respect, You may contact Hertz’s Customer Relations Department.

(d) Your Card may be so charged within 60 days after the Vehicle has been returned, notwithstanding that any particular charge or amount of Damages could have been but was not charged when the Vehicle was returned.

(e) Where it appears to Hertz that Damages resulting from Your rental of the Vehicle may approach or exceed the amount limited by clauses 6(b), 6(c) 6(d) or 6(e) (as qualified by clause 6(e)), Hertz will charge Your Card with that amount. If it later transpires that actual Damages are less than that amount, Hertz will promptly credit the difference to Your Card.

(f) You warrant that the Card is Your’s and You (whether alone or with another person or other people) are responsible for all amounts credited, charged or debited to that Card.

(g) If You provide a cash deposit at a rental location, there is no guarantee the deposit (or part thereof) will be reimbursed in cash at the time the Vehicle is returned to Hertz. In these circumstances, a cheque will be forwarded within 14 business days to the address notated on the Form.

12. Optional Renter Protection Services

(A) You may purchase optional Renter Protection Services which may reduce Your liability under clause 6 for Damages which occur during the Rental Period or
which result from Your rental or use of the **Vehicle**. OPTIONAL RENTER PROTECTION SERVICES WILL NOT REDUCE OR LIMIT YOUR LIABILITY FOR ANY LOSS OF OR DAMAGE TO **ACCESSORIES** or the **DAMAGES** arising therefrom.

(b) Notwithstanding anything in this clause 12 or any other clause, and irrespective of whether You purchase any Renter Protection Services, there is no cap or limit on Your liability to **Hertz**:

(i) resulting from any use of the **Vehicle** for, or incurred whilst the **Vehicle** is being used for, any Prohibited Use or by any Prohibited Person or for any Full Responsibility Use referred to in clause 5 (Full Responsibility); or

(ii) pursuant to clauses 6(f), 6(g) and 6(h).

(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) other than as set out in clauses 12(c)(ii), 12(c)(iii) and 12(c)(iv), You have no liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** (including tyre and/or windscreen damage);

(ii) You have no liability to **Hertz** for **Damages** resulting from a **Single Vehicle Accident** unless the person driving or otherwise in control of the **Vehicle** when the **Single Vehicle Accident** occurred was an **Authorised Driver** under 25 years of age, in which case Your liability to **Hertz** is limited to the amount of the **ADE** noted on the **Form** plus **$2,200** (inclusive of GST);

(iii) Your liability to **Hertz** for **Damages** resulting from water damage (other than by total or partial immersion) is limited to the amount of **$2,200** (inclusive of GST); and

(iv) if the person driving or otherwise in control of the **Vehicle** when an **Accident** occurs is an **Authorised Driver** under 25 years of age, the limit on Your liability to **Hertz** under each of clauses 12(c)(i) and 12(c)(iii) is increased by **$2,200** (inclusive of GST).

(v) The charge for **MAX** will be capped at 10 days in any 30 day rental period.

(d) If Accident Excess Reduction (**AER**) is offered to and accepted by You as noted on the **Form**:

(i) other than as set out in clauses 12(d)(ii), and 12(d)(iii), Your liability to **Hertz** for **Damages** which occur during the **Rental Period** or which result from Your rental or use of the **Vehicle** is limited to the amount of the **ADE** noted on the **Form**;
(ii) Your liability to Hertz for Damages resulting from a Single Vehicle Accident or water damage (other than by total or partial immersion) is limited to the amount of the ADE noted on the Form PLUS $2,200 (inclusive of GST); and

(iii) if the person driving or otherwise in control of the Vehicle when an Accident occurs is an Authorised Driver under 25 years of age, the limit on Your liability to Hertz under each of clauses 12(d)(i) and 12(d)(ii) is increased by $2,200 (inclusive of GST).

(e) If SNOW Option (SNO) (which is only available at some locations and for some vehicles) is offered to and accepted by You as noted on the Form:

(i) clause 5(c)(ii) does not apply; and

(ii) Notwithstanding clause 12(e)(i), You are liable to reimburse Hertz in accordance with clause 6(f) for Damages incurred as a result of You fitting snow-chains, ski racks or roof racks to the Vehicle incorrectly or otherwise in a manner which causes damage to the Vehicle or any other vehicle or property.

13. Definitions and Interpretation

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

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

‘Accessories’ means keys and remote door opening devices and any removable equipment supplied with the Vehicle including but not limited to child restraint seats or satellite navigation devices which may or may not attract an additional charge for usage, which are only to be used (i) with the Vehicle with which it is originally supplied or such vehicle as Hertz supplies as a replacement for the Vehicle and (ii) in accordance with all instructions and operational information provided;

‘Additional Driver’ means an additional driver nominated by You and noted on the Form;

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

‘Authorised Driver’ means You and/or any person:

(a) at or over the age noted on the 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 Vehicle;

(iii) is not a learner’s permit; and

(iv) the driver has held for at least twelve consecutive months;

(c) an Additional Driver nominated by You; and

(d) who has Your authority to drive the Vehicle and is:

(i) either a member of Your immediate family permanently living with You; Your employer, employee, fellow employee or partner incidental to their business duties; or a person or entity who has contracted to perform work for You, or an employee of such a person or entity, incidental to the performance of work for You; or

(ii) any other person approved in writing by Hertz;

‘Built Up Area’ means an area with a speed limit of less than 100 kph that has street lights;

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

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

‘Cleaning Charge’ means an hourly rate charge on a cost recovery basis if the cleaning is performed by Hertz personnel or the actual fee paid by Hertz if an outside party is engaged to provide the service.

'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 Vehicle is delivered to You or to a location requested by You;

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

(a) the loss of, damage to, or otherwise in respect of the Vehicle or Accessories, including, and without limitation, the cost of repairing the Vehicle or Accessories (or, if in Hertz’s reasonable opinion, the damage is irreparable, the replacement cost of the Vehicle or Accessories), administrative, appraisal, recovery services provided by or on behalf of Hertz;
(b) any claim or demand of any third party made in respect of the Vehicle or Accessories or the loss of, or loss of the use or enjoyment of, or damage to, any other vehicle or property caused by the Vehicle or Accessories or resulting from its use;

(c) the loss of, damage to, or otherwise in respect of any property, other than the Vehicle or Accessories, which belongs to Hertz or for which Hertz is otherwise responsible or liable (in whole or part).

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

‘Excessively Dirty’ means Vehicle requires cleaning beyond Hertz's standard cleaning practice.

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

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

'Hertz' means Hertz Australia Pty Ltd ABN 31 004 407 087 of 6th Floor, 10 Dorcas Street, South Melbourne, Victoria, or, if a Hertz licensee is identified on the Form, that licensee;

'Intoxicated' means where the driver is under the influence of any drug or intoxicating liquor to the extent that that person’s ability to control the Vehicle 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;

‘Long Term Rental’ means a Rental Period of greater than 30 days;

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

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

(a) You return the Vehicle to Hertz during Business Hours and Hertz accepts return of the ignition key for the Vehicle;

(b) You deposit the Rental Wallet containing the ignition key for the Vehicle into the 'drop box' at the rental location to which the Vehicle is returned outside Business Hours (and You remain responsible for the Vehicle until Hertz has inspected and accepted the return of it the next Business Day);
(c) where You use the customer collection service, the earlier of when the Vehicle is collected and a reasonable time after the time nominated by You for its collection;

(d) Hertz repossesses the Vehicle; or

(e) where the Vehicle is lost, stolen or otherwise misappropriated, when the Police are notified of same (being the time recorded on the Police Report of the incident)

(f) the Rental Period for any Accessories shall begin and end simultaneously with the Rental Period for the Vehicle;

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

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

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

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

'Vehicle Condition Report' means the report incorporated into the Form or a report labelled 'Vehicle Condition Report' given to You by Hertz's representative at the time You rent the Vehicle.

14. Other Charges

Breakdown Roadside Assistance where the problem for which assistance is requested is not a problem with, or inherent to, the Vehicle, for example: the Vehicle has run out of petrol or You have locked the keys in the Vehicle

$110.00 (inclusive of GST)

In the event of an Accident the cost of towing the Vehicle to a Hertz location, police compound or a vehicle assessment / repair facility

From $110.00 (inclusive of GST) depending on distance travelled

Toll Administration Fee where Hertz is invoiced for the Vehicle being used on Citylink in Victoria during the Rental Period (and the fee applies to each daily use of the toll road)

$5.50 (inclusive of GST)
Infringement Administration Fee for processing of all traffic and parking infringements and toll infringements excluding Citylink $33.00 (inclusive of GST)

Claims Administration Fee for process all Damage referred to in clause 6 $55.00 (inclusive of GST)

**Vehicle** keys and remote door opening device returned to wrong location at end of **Rental Period** $110.00 (inclusive of GST)

Replacement of **Vehicle** keys and remote door opening devices lost during the **Rental Period** From $165 to $1,100 (inclusive of GST) depending upon vehicle type

Return of lost and found property to You Actual cost of postage or courier

Cleaning of **Excessively Dirty Vehicle** Cleaning Charge is dependant upon time taken and resources required to clean **Vehicle**.

Interest charged on outstanding rental charges Interest is calculated daily at the rate equal to Westpac Banking Corporation standard business overdraft rate plus 2%