

# **RENTAL TERMS**

### **BASICS**

### **DEFINITIONS**

The terms and conditions set out in this document are the **Rental Terms**.

The <u>Country Specific Terms</u> are local variations and additions to the Rental Terms. The Country Specific Terms for the country where you are collecting the vehicle will apply to your rental.

The <u>Electric Vehicle Terms</u> are terms and conditions which apply in addition if you are renting an Electric Vehicle.

The **Rental Agreement** is the document you sign when you pick up your vehicle (generally headed "Rental Agreement" or "Rental Record") which includes a summary of your rental (e.g. length, services taken and an estimate of charges to be paid) and a QR code and link which directs you to the full Rental Terms, Country Specific Terms as well as the Electric Vehicle Terms, if they apply.

When we refer to the Rental Agreement we mean (1) the signed document, (2) the Rental Terms, (3) the applicable Country Specific Terms and (4) if applicable, the Electric Vehicle Terms. By signing the Rental Agreement document, you indicate that the summary details are correct as well as your acceptance of these terms. The Rental Agreement begins at the agreed start of your rental period.

The Rental Agreement is made with the Hertz company or franchisee named on it and all references to "Hertz", "we", "us" and "our" are to that company.

### **RESPONSIBILITY**

<u>We</u> are responsible to you for providing the vehicle in good overall and operating condition and may replace the vehicle in the event of mechanical breakdown provided that any such breakdown is not due to your fault or that of an Additional Driver, does not arise as a result of breach of the Rental Agreement and subject to availability. It does not extend to other losses arising from your rental unless they are a direct and foreseeable result of our negligence or breach of the Rental Agreement. In this case our responsibility to you will not cover loss of profits or loss of opportunity.

<u>You</u> must care for, use and return the vehicle in accordance with the Rental Agreement.

<u>IMPORTANT</u>: You are responsible to us if the vehicle is returned late, lost or damaged, as well as for traffic fines and other charges that arise during the rental.

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

If you do not comply with these Rental Terms we reserve the right to refuse to provide rental services to you in future.

### **DISPUTES**

We aim to resolve all disputes amicably. If you dispute any credit or debit card charges or damage billing, please communicate this directly to us within 14 days of the end of your rental term, please include details of your rental agreement and/or your RES ID, with full information and any supporting evidence. Customer Relations will re-evaluate the case and if they agree, a revised charge will be invoiced and where payment has been taken, you will be refunded (in whole or in part as appropriate). If they do not agree, they will proceed to collect the sum invoiced. Customer Relations aim to deal with all customer contacts within 14 days.

If we are still unable to resolve the matter to your satisfaction, you can contact an independent adjudicator, whose decision will be binding on us. For contact details and information about any available independent dispute resolution services, please <u>click here</u>.

If we are unable to resolve a dispute, the law of the country where you signed the Rental Agreement will apply. Any part of the Rental Agreement which is held to be illegal or unenforceable under applicable law shall be considered to have been deleted, leaving the remainder in full force and effect. **PRIVACY** 

When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy. Please see click here to see our Privacy Policy or here for a summary.

### **LONGER TERM RENTALS**

If your rental is a 28 Days+/MultiMonth or Minilease rental for several months the terms of the 28 Days+/MultiMonth Addendum apply in addition to the Rental Terms.

For other leisure bookings, if your rental is for 28 days or longer you must return the vehicle to one of our rental locations at least every 28<sup>th</sup> day or at any time when requested by us so that we can perform certain service checks and renew your Rental Agreement. Please note that during this time if we provide you with a temporary replacement vehicle we cannot guarantee that it will be the same make/model or equivalent but we will endeavour to return the original vehicle to you as soon as possible. We reserve the right to terminate the Rental Agreement at any time by giving you 30 days' notice either orally or in writing (including by email). Please also see the Country Specific Terms.

### PICK UP

### **CHARGES**

Your Rental Agreement shows any prepaid sums as well as any charges agreed at the start of the rental which have not been prepaid, and your agreement to pay these and any other charges that arise during your rental.

<u>IMPORTANT</u>: We typically reserve an amount on your credit or debit card (or take a deposit) at least equal to the estimated charges shown on your Rental Agreement. This will be released (or repaid) on return following payment of the rental charges. However, please be aware that it may take up to 30 days for any unused preauthorisation or deposit to be released.

Please <u>click here</u> for an explanation of the main charges and potential additional charges that may arise from your rental. We will provide you with a final Statement of Charges when you return the vehicle during the location's opening hours. You can obtain the final invoice online <u>here</u>.

**Currency conversion:** If you are renting outside the country where you live we may give you the option to pay in your home currency using a competitive rate of exchange. Please <u>click here</u> for further details.

#### **VEHICLE**

**Definition:** All references to "the vehicle" in these Rental Terms are to the vehicle we supply to you for your rental, including any replacements, plus all parts and accessories belonging to the vehicle and any additional equipment provided to you, such as child seats, NeverLost or other GPS units, DVD players, snow chains, portable WiFi devices etc. "Electric Vehicle" means any vehicle which uses exclusively battery power rather than diesel or petrol fuel and all of their parts and accessories. Hybrid vehicles count as vehicles (not Electric Vehicles) for the purposes of these Rental Terms.

**Condition**: We will provide a summary of any pre-existing damage on our Vehicle Condition Report (VCR) at the start of your rental. It is important that you check the condition of the vehicle and compare its actual condition with the VCR before leaving. Any differences must be reported to the location staff so that the VCR can be updated before you leave the location premises. Please <u>click here</u> to understand how we will process damage caused during your rental.

**Care:** You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with our Rental Restrictions (below). You must also make sure you use the correct fuel and check the tyres regularly. If any warning light is displayed in the vehicle requiring you to refill any other fluid such as oil you must refill it as necessary and we will refund the cost of the refill to you on presentation of a receipt. If you are renting an Electric Vehicle, the **Electric Vehicle Terms** will also apply.

It is your responsibility to drive and park the vehicle carefully and in accordance with local traffic regulations and in a manner appropriate to the road conditions at the time. You should not rely on any GPS device as they do not always show the current speed limit or road configuration for any area.

<u>IMPORTANT:</u> You are responsible for returning the vehicle in the condition we provided it in, subject to fair wear and tear. You will be responsible to us, to the extent allowed under applicable law, for any additional damage found on return.

**Fuel:** We will supply your vehicle with a full tank of fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank on return, including a Refuelling Service Charge for the convenience of having us refuel the vehicle for you.

Please <u>click here</u> for a full explanation of your fuel options.

If you are renting a hybrid vehicle we do not guarantee any level of battery charge at collection. Charging is your responsibility whilst you are renting the vehicle and any use of public charge points must be in accordance with their terms and conditions and at your own cost and expense.

If you are renting an Electric Vehicle this section does not apply. Please see the <u>Electric Vehicle Terms</u> for the terms relating to battery use and charging.

### PICK UP

### **RENTAL RESTRICTIONS**

**Use:** The vehicle belongs to us and you may not sub-rent, transfer or sell it. You may not use the vehicle:

- To carry passengers for remuneration (e.g. as a taxi or car sharing arrangement or similar).
- Off road or on roads unsuitable for the vehicle (including racetracks).
- When it is overloaded with passengers and/ or baggage.
- To tow or push any vehicle, trailer or other object (without our express permission).
- To carry anything which may harm the vehicle (including but not limited to highly flammable, toxic, explosive or combustible materials such as nitrous oxide or any other hazardous materials and substances)or delay our ability to rent the vehicle again (because of its condition or smell).
- To carry cargo for remuneration (trucks, vans and other vehicles suitable for transportation of cargo may only carry cargo for personal use unless you have our express permission).
- For motor sports purposes, in particular driving events where it is important to achieve
  maximum speed, or for the associated practice and training drives, such as races, rallies or
  other competitions.
- For vehicle tests and/or driving tests or driver safety training.
- In restricted areas, including airport service roads and associated areas.
- In contravention of any traffic or other regulations.
- For any illegal purpose.

The Country Specific Terms may include additional Rental Restrictions which apply to the country where you are collecting and driving the vehicle.

**Authorised drivers**: Unless someone is named on the Rental Agreement, or added later with our express permission, they are not authorised by us to drive the vehicle. Authorised drivers may not drive if they are over-tired or under the influence of any substance that may impair their consciousness or ability to react, such as alcohol, drugs or certain medication.

**Driving abroad and cross-border travel:** You may only drive the vehicle in the country of rental. If you want to drive the vehicle in any other country you must gain our prior permission and the Cross Border Fee will apply.

**Multiple rentals:** You may not rent more than two vehicles at any time with us unless you have set up a corporate account with us and have our prior permission to do so.

### **IMPORTANT:** If you do not comply with these Rental Restrictions:

- You will be responsible for any damage, losses and expenses we suffer as a result.
- You may lose the benefit of breakdown products, insurance or waivers of liability.
- You may be required to pay additional charges.
- We may terminate the Rental Agreement and take the vehicle back at any time at your expense, and you will not be entitled to a refund for any unused portion of the rental rate charged.

### **DURING YOUR RENTAL**

### **MILEAGE**

Your rental may be subject to a maximum number of miles included in the rate. If you exceed this mileage then additional fees may apply. See the **Charges** section below.

### FINES, TOLLS AND OTHER CHARGES

You are responsible for all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may be required to provide your details to the relevant authority or other third party, who will contact you directly. Where we pass your details to a third party this will be in accordance

<u>IMPORTANT:</u> In addition to any fine or charge you incur, we may also apply an Administration Fee to contribute towards the time and costs we incur in dealing with these matters.

with our **Privacy Policy**.

### **BREAKDOWN**

Assistance: If you experience any problem with the vehicle due to mechanical failure or accident you should call Emergency Roadside Assistance (please see the <u>Country Specific Terms</u> for contact details or check the vehicle's key ring, your Rental Agreement or the in-vehicle stickers) and they will arrange help. Although this service is included in your rate, you will be responsible to us for any breakdown call out costs we incur where you are at fault (including, but not limited to, misfuelling or running out of battery charge, lost or locked-in keys). Please note that you must not allow anyone to service or repair the vehicle without our permission.

**Premium Emergency Roadside Assistance (PERS):** In some countries you can buy this additional product to cover breakdown call out costs where you are at fault. For full details <u>click here</u>.

### **ACCIDENTS**

If you have an accident you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings.

You must also take the following steps:

### 1. Always:

- a. Inform the rental location and the local police (by telephone or, if cannot be reached on the phone, visit the nearest police station) **immediately**.
- Complete a European Accident Statement (you will find these or a similar document in the glove compartment of the vehicle) and **immediately** send a copy to the rental location (the email address is on the Rental Agreement); and
- c. Check the <u>Country Specific Terms</u> for any additional requirements and variations that apply in that location.
- **2.** Also, if anyone is injured:
  - a. Report the accident to the local police;
  - b. Do not admit fault;
  - c. Take a note of the names, addresses and contact details of everyone involved, including witnesses.
- **3.** Also, if the vehicle is not driveable contact Emergency Roadside Assistance (<u>click here</u> for contact details).

<u>IMPORTANT:</u> If you fail to comply with these accident instructions your waiver products may be void. Please check your <u>Country Specific Terms</u> for full requirements.

### **DAMAGE AND THEFT**

**Responsibility:** If the vehicle is lost, stolen or damaged during your rental, you are responsible for all losses we suffer (up to the full replacement value of the vehicle) and all costs that we incur unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

### **IMPORTANT:** Your liability to us may include (amongst others):

- Cost of repairs
- Replacement cost of missing or damaged accessories or parts—
- Loss of rental income
- Towing and storage charges
- Loss in value of the vehicle and/or
- An administration charge to recover our costs for dealing with these issues and any related claim.

**Security:** You are responsible for the security of the vehicle and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items (including any removable radio, DVD player or NeverLost or other GPS unit) from sight and make sure the vehicle is locked. You must also comply with our return instructions (click here or see Return below).

**Theft:** If the vehicle is stolen, you must:

### Immediately:

- 1. inform the local police;
- 2. call Emergency Roadside Assistance
- 3. call the renting location

As soon as you can, you must also:

4. complete the Theft Report at the renting location.

You must be able to show that you have taken appropriate care by returning the keys to us as well as a copy and/or reference of the police report, otherwise our applicable waiver products will be invalid.

### **Insurance and Waiver Options**

Your rental rate automatically includes Third Party Liability Insurance which protects you and any authorised driver against claims from any other person for death, personal injury or damage to property caused by the vehicle during the rental. In addition (if not already included in your rate) you can choose:

- **Optional Waivers** such as SuperCover, CDW and TP: to reduce or eliminate your liability to us for damage to or loss of the vehicle; and
- **Personal Insurance (PI):** to provide cover for you and your passengers for (i) death, injury and medical expenses, and (ii) loss of or damage to possessions, when using the vehicle.

Terms and conditions apply to these products and it is important that you check these. If you accept our optional products you agree to the additional product terms and conditions. Please <u>click here</u> to see the additional terms.

**Third party insurance:** If you have purchased excess waiver insurance or similar from a third party to cover your liability to us for the excess under our waiver products, you will remain liable to us for any amount due up to the excess and must seek reimbursement from your insurer.

<u>IMPORTANT:</u> To the extent allowed under applicable law, our insurance and waiver products will be void if you breach the Rental Agreement, or if the loss or damage is caused intentionally. Our waivers may also be invalid if the loss or damage is caused by your gross negligence or that of an authorised driver. For full details of exclusions <u>click here</u>.

### **SOFTWARE UPDATES**

Vehicles may contain onboard computers which periodically suggest software updates.

You must not update the in-vehicle software at any time unless specifically requested to do so by a Hertz representative. If a software update prompt is received during your rental, please ignore this or press cancel.

If you do update the software (other than following the explicit instruction of a Hertz representative) this is at your own risk and Hertz accepts no responsibility or liability whatsoever including, but not limited to, any loss of use, interruption of service, incompatibility with training materials or otherwise.

### **RETURN**

#### **RETURN PROCEDURE**

**Requirements:** You need to return the vehicle to the return location by the time stated on your Rental Agreement, or as otherwise agreed with us, otherwise additional charges may apply (see Variations below).

**Outside Operating Hours:** You may return the vehicle outside location opening hours with our prior agreement, in which case you must:

- park in our car park or, if unavailable, a secure place nearby and lock the vehicle.
- leave all relevant documents (such as parking access ticket, European Accident Statement, fuel receipt (if returning the car full), receipts for any other fluids refilled) on the driver's seat.

Post the keys with clear instructions where to find the vehicle through the location's secure key box.

The key box will be clearly marked – do not post the keys through the normal office mailbox. Do not give the keys to anybody when you park the vehicle even if they appear to be our employee.

<u>IMPORTANT:</u> If you return the vehicle out of hours you will remain fully responsible for the vehicle, including any damage, until we are able to locate it during opening hours. The rental charges will be calculated up to the time when the location reopens.

### **VARIATIONS**

Change to time or location: If you want to change the time or place of return or arrange for us to collect the vehicle, you should contact the renting location via email using the address on your Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve

<u>IMPORTANT:</u> A change to the Return Time might involve an increase to your rental charges, because a different (current) rate may apply. If you change Return Location we may charge a One Way Fee to cover our cost of returning the vehicle to its original location.

additional charges.

**Early return:** Where you have selected a pay later rate, committed to a rental term and then brought the vehicle back early we will recalculate the cost of the rental at the rates current at the time of return. You will only pay for the days used but the recalculation may result in an increased or decreased overall price.

In addition reserve the right to make an Early Return Charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use. For details, please <u>click here</u>.

**Late return:** 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 before return 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. Please <u>click here</u> or ask at the counter for details.

In certain circumstances, we may also apply a Late Return Charge towards costs we incur if you return the vehicle other than at the agreed time. For details, please <u>click here</u>.

### **CHARGES**

**Notification:** We will check the vehicle on your return and add any additional charges arising from your use of the vehicle, such as for fuel, vehicle condition/damage/missing accessories and early/ late return, to your invoice. Please <u>click here</u> for a detailed list of potential charges.

<u>IMPORTANT</u>: Some charges can't be finally determined on return, such as for major or hidden damage or any fines we later receive relating to your rental. We will notify you, by email using the address we hold for you, of any such charges before taking payment when these are identified.

**Invoice and payment:** We will provide an invoice or Statement of Charges on your return or by email or post. You can also find your invoice on our website by clicking "<u>find my invoice</u>" and entering your details. If you don't pay your charges within the time indicated on your invoice we may charge you the applicable statutory commercial interest on the outstanding charges.

<u>IMPORTANT:</u> As agreed in your Rental Agreement, we may take any charges owed by you from the credit or debit card taken at the rental location, without any further authorisation from you.

## More information... CHARGES

### (A) YOUR ESTIMATE OF CHARGES (SEE YOUR RENTAL RECORD/AGREEMENT)

Your Rental Record/Agreement provides an estimate of the charges applicable to your rental. These charges may typically include the following:

COMPULSORY CHARGES	
Rental Rate	The agreed rental rate is shown as a per week or per day amount, includes third party insurance. The rental rate may include Collision Damage Waiver (CDW) and/or Theft Protection (TP). This will be stated on the Rental Record/Agreement.
Mileage	An estimated mileage may also be included in your rental rate. A fee may apply if you exceed this estimate.

Location Service Charge	Charged at certain locations (e.g. airports and railway stations) to reflect the higher cost of providing services from there.		
Vehicle Licence Fee	Passes on your share of the charges we incur for keeping the vehicle on the road.		
Young Driver Surcharge	May apply if you or any additional driver is under 25 years old.		
Cross-Border Fee	Applies if you drive the vehicle outside the country of rental. Grants you full roadside assistance and unlimited vehicle exchange if needed while you are abroad. Please note that you must seek our prior permission to drive the vehicle across country borders and failure to obtain our permission may result in additional fees and charges being applied and/or insurance and/or waiver products being invalidated.		
OPTIONAL PRODUCTS AND SERVICES			
Additional Driver	We apply a standard fee for each additional driver added to your rental to cover our additional insurance costs.		
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 your journey is permissible.		
Delivery & Collection Charges	Apply if you request that your rental vehicle is delivered to or collected from a location other our rental location.		
Insurance & Waiver Options	The Rental Agreement will show if our insurance and waiver options have been accepted or declined by you or are otherwise included in your rate. We also show the per incident excess applicable to Collision Damage Waiver (CDW) and Theft Protection (TP) and the full charge for the agreed rental period, inclusive of tax.		
Optional equipment	The Rental Agreement lists any optional equipment you have selected, such as baby/ child seats, winter tyres, Neverlost or other GPS unit, showing the full charge for the agreed rental period.		
TOTAL			
Estimated Rental Charges	Your total estimated charges at the start of the rental including tax. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the vehicle during your rental.		
Total Estimated Rental Charges	The Estimated Rental Charges plus the maximum fuel charge you could incur if you return the vehicle empty (i.e. a full tank of fuel with a refuelling service charge at current rates).		

## (B) POTENTIAL ADDITIONAL CHARGES

You may incur additional charges as a result of your use of the vehicle or other incidents that occur during the rental. These include the following:

FUEL			
Fuel Purchase Option (FPO)	You pay for a full tank upfront (although no refunds are given for any unused fuel).		
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.		
Refuelling Service Charge	Applies on top of the amount charged for refuelling if we fill the tank for you on return and you have not taken FPO.		
If you have rented additional/alternative s	an Electric Vehicle, please see the <u>Electric Vehicle Terms</u> for specific charges.		
VEHICLE CONDITION			
Damage/Loss Charges	(i) If you have <b>not</b> purchased our waiver products (e.g. CDW & TP) and the vehicle is stolen, lost or damaged you are liable up to the full value of the vehicle (ii) If you have taken our waiver products and the vehicle is stolen, lost or damaged, you are liable for each incident up to the excess amount (unless the waiver products have been invalidated). SuperCover waives the excess.		
Missing Accessories/parts Charges	Apply if any parts or accessories (including any optional extras you have rented, such as car seats or GPS units etc) are not returned with the vehicle or are damaged and need to be replaced.		
Hybrid Vehicle cable replacement charge	If you have rented a hybrid vehicle which is a plug in vehicle then it should be supplied with one or more charging cables. If you do not return these with the vehicle or they are damaged (other than fair wear and tear) then we will charge you the replacement cost of the affected cable.		
Damage Administration Charge	Fixed charge to recover our costs for dealing with damage caused to the vehicle. Not applicable in most countries if you take SuperCover, check the <a href="Country Specific Terms">Country Specific Terms</a> for details.		
Extra Cleaning Charge	Applies if you return the vehicle needing more than our standard cleaning to make it ready for its next rental.		
Smoking Charge	Smoking is prohibited in all vehicles. This covers our costs of preparing the vehicle for the next rental.		
If you have rented additional/alternative of	an Electric Vehicle, please see the <u>Electric Vehicle Terms</u> for charges.		
VEHICLE USE			

Local Road and Toll Charges	You are responsible for paying all local road and toll charges applicable to your rental.
Traffic Fines and Penalties	You are responsible for paying the full penalty for any parking fine or charge, traffic fine or other penalty you incur during your rental.
Fines Administration Charge	Standard charge to recover our costs of dealing with any road charge, parking fine or charge, traffic fine or other penalty you incur during your rental.
EARLY/LATE RETURN	
Early Return Charge	Where you have selected a pay later rate, committed to a rental term and then brought the vehicle back early we will recalculate the cost of the rental at the rates current at the time of return. You will only pay for the days used but the recalculation may result in an increased or decreased overall price.  In addition reserve the right to make an Early Return Charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use.
Additional Rental Days	You may be charged an extra day's rental for the vehicle and any optional equipment for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of 29 minutes to return the vehicle after the agreed return time.
Late Return Charge	-In addition to charging Additional Rental Days for late return, we reserve the right to make a Late Return Charge to compensate us in part for the costs we incur in finding an alternative vehicle to satisfy our next booking for your vehicle plus our administration costs in contacting you to return the vehicle.
All charges are calcula	ted in accordance with our current rates and subject to final calculation at
the end of the rental.	

# More information... FUEL

Fuel is not included in your rental rate. Your vehicle will be provided with a full tank of 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...**

Fuel Purchase Option (FPO), often referred to as "full to empty".

We charge you at the start of your rental for a full tank of fuel at a price competitive with local fuel stations. You will then not need to refill the tank before returning and will have nothing more to pay us for fuel.

This is a good option for high mileage journeys where you are likely to use a full tank.

Please note that we do not provide a refund for unused fuel.

### **RETURN WITH A FULL TANK...**

Often referred to as a "full to full" policy.

Return the vehicle with a full tank of fuel purchased from a local petrol station.

This is a good option for low mileage journeys.

<u>IMPORTANT:</u> Fuel gauges may still indicate that the tank is "full" many miles after it was last refilled. To deal with this practically, we ask you to refill the tank within 10 miles/15 km of the return location and bring your fuel receipt with you when returning the vehicle. If you do not do so, we reserve the right to apply a 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.

### **Fuel charges**

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

For your convenience we generally provide two estimates of charges on your Rental Agreement to illustrate the potential cost of returning the vehicle without refuelling:

- without fuel (i.e. assumption that the vehicle is returned full); and
- with a full tank of fuel included (i.e. assumption that the vehicle is returned empty to show the maximum charge);

If you have any further questions, please ask at the counter when you pick up your vehicle.

If you have rented a hybrid vehicle this section applies. You are not required to ensure that it is returned with any particular level of battery charge.

If you have rented an Electric Vehicle this fuel section does not apply. Please refer to the **Electric Vehicle Terms**.

## More information... DAMAGE

Your responsibility for damage to the vehicle is set out at the <u>Damage and Theft section</u> of these 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 pre-existing damage on the Vehicle Condition Report (VCR) at the start of the rental. Please check to make sure it is correct before you leave the rental location. We will also inspect the vehicle on your return and record any new damage (excluding fair wear and tear) on a Damage Appraisal Report (DAR) and will provide a copy to you.

### 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. Please check the section "What we mean by chargeable damage" at the bottom on your Vehicle Condition Report which you will be sent by email.

At peak times you should allow 20 to 30 minutes to complete the inspection with our staff and agree any damage. If you don't have time to do this any new damage will be assessed and charged in your absence.

### Hidden damage

Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the engine, fuel tank or clutch) or hidden by adverse light or weather conditions. If we find any such damage we will notify you using the email address we hold on record for you, with evidence, before we charge you.

### DAMAGE ASSESSMENT AND CHARGING

If you have purchased an applicable damage waiver product then we will charge you for the damage up to the value of the excess that applies (which may be zero or a reduced excess) unless the wavier product has been invalidated.

There are two common scenarios for damage assessment and charging:

### i. Damage covered in our matrix

We aim to deal with damage in a quick and practical way by using our damage repair matrix. This contains the average cost of repairing the most common and minor damage based on the costs of body repair shops for parts and labour. The damage matrix is audited by impartial third party auditors on an annual basis.

Where possible we will charge for the damage in line with our matrix. We will email you the Damage Appraisal Report (DAR) explaining the details of the damage charges, including pictures, at the time of return. The damage costs and any applicable admin fee will be included in your final invoice.

### ii. Damage not covered in our matrix

We will refer your case to our damage assessor for evaluation. We aim to complete this assessment within 20 days. However, it can take up to 90 days if a third party or the police are involved. We will email you the Damage Appraisal Report (DAR) listing the damage, including the pictures, at the time of return. We will send you a separate invoice for the damage costs and any applicable admin fee once the damage assessor has completed their evaluation. You will be notified of the cost using the email address we hold on record for you, at least seven days before we charge your credit card.

### Notification and evidence

We will provide evidence of any damage charge we make, which should include (i) the Rental Agreement number, date and return location, (ii) a damage appraisal from a repair body shop and/ or the invoice for the repairs, and (iii) a signed VCR, any Accident Report Form, photographs of the damage in situ and of the odometer.

### **DISPUTES**

- 1. If you dispute a damage charge please communicate this to us within 14 days of the end of your rental term with details of the Rental Agreement and/or RES ID and we will send full information, including any arguments and supporting evidence you provide, to our Customer Relations team, who will re-evaluate the case. If they agree with you a revised charge will be invoiced and where payment has been taken you will be refunded in whole or in part. If they do not agree, they will proceed to collect the sum invoiced.
- 2. Customer Relations aim to deal with all customer contacts within 14 days.
- 3. If we are still unable to resolve the matter to your satisfaction you can contact an independent adjudicator, whose decision will be binding on us. For full details and contact information, please click here.

## More information...INSURANCE & WAIVERS

We provide insurance and waiver products 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.

### **DESCRIPTION AND BENEFITS**

### **KEY LIMITATIONS AND EXCLUSIONS**

# THIRD PARTY LIABILITY INSURANCE (TPLI) YOUR LIABILITY TO THIRD PARTIES (I.E. OTHER THAN TO HERTZ)

TPLI is automatically included in your rental rate. It:

- meets all legal requirements for third party liability.
- protects you and any authorised driver against claims from any other person (including your passengers) for death, personal injury or damage to property caused by your use of the vehicle during your rental.

To the extent allowed under applicable law your insurance and waiver products will be void and no longer protect you if:

- you are in breach of your obligations under the Rental Agreement – see in particular the Rental Restrictions section of these Rental Terms.
- the loss or damage is caused intentionally.
- the driver was not authorised by Hertz as the main or additional driver

WAIVER PRODUCTS (CDW, TP, SUPERCOVER, GLASS & TYRES) YOUR LIABILITY TO HERTZ (FOR LOSS OF OR DAMAGE TO THE VEHICLE)

Your liability to us for loss of or damage to the vehicle may extend to the full value of the vehicle. You can reduce or eliminate this liability by taking the waiver products set out below.

NB: some of our waivers (e.g. CDW and TP) might be included in your rate (check your Rental Agreement) and are subject to an excess. The others (e.g. SuperCover and Glass & Tyres) are optional and supplement CDW and TP by further reducing or eliminating the excess in certain circumstances.

### **COLLISION DAMAGE WAIVER (CDW)**

CDW is often included in your rate and reduces your liability to us to the amount of the applicable excess (stated on your Rental Agreement) which applies to each incident of damage caused other than by theft, attempted theft or vandalism.

Examples of damage covered by CDW include:

- Impact with a fixed or moving object (e.g. damage caused if you have an accident).
- Loss of control of the vehicle provided that this is not caused by the gross negligence of your or any authorised driver.
- 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.
- Tyres and window damage caused by objects on or thrown up from the road.

In addition to the limitations listed in the TPLI section above, your waiver products will be void – meaning that your liability to us for damage or loss will not be reduced or eliminated - where you or an authorised driver are grossly negligent (e.g. act in a way they know or should know is likely to cause harm or damage) including in particular in the following circumstances:

# Failure to assess the vehicle's height: examples:

- Striking overhead or overhanging objects.
- Driving into a barrier that is too low for the vehicle to pass beneath.
- Driving into a barrier in a car park before it fully opens.

# Driving on unsuitable road conditions: examples:

- Driving on a road in bad condition without due care resulting in damage to the undercarriage.
- Driving on a beach causing damage by salt water and/or sand.
- Driving through flooded roads causing damage to the engine.

### Improper use of the vehicle examples:

- Putting wrong fuel in the vehicle or otherwise contaminating the fuel tank or contaminating the AdBlue tank.
- Damage occurring as a result of ignoring a warning light.
- Burning a clutch (which requires persistent ill use) or using the hand brake incorrectly.
- Damage to the wheel rim caused by driving with a flat tyre.
- Fitting unauthorised objects to the interior or exterior of the vehicle.

### THEFT PROTECTION (TP)

TP is often included in your rate and reduces your liability to us to the amount of the applicable excess (stated on your Rental Agreement) which applies to each incident related to loss of or damage to the vehicle caused by theft, attempted theft or vandalism.

Examples of incidents covered by TP include .

- Damage caused by breaking and entering the vehicle.
- Attempted theft of the vehicle or its accessories (e.g. radio).
- Vandalism (e.g. bent aerial, broken mirror).
- Theft of the vehicle.

### **SUPERCOVER (SC)**

SC is an optional product and gives you peace of mind for your rental by:

- Eliminating your potential liability to us for the CDW or TP excess for loss of or damage to the vehicle during your rental.
- Waiving your responsibility to us for any damage administration charges that would otherwise be payable.

Some terms and conditions and exclusions apply. Please see <a href="here">here</a> and refer to the <a href="Country">Country</a> <a href="Specific Terms">Specific Terms</a>.

 Carrying especially dirty or smelly materials that require extra cleaning costs or that damage or burn the interior.

# Contribution to damage to/theft of the vehicle: examples:

- Damage resulting from locking the keys in the vehicle or losing the keys.
- Damage resulting from leaving the windows open.
- Loss of the vehicle caused by failure to use the anti-theft system (if provided).
- Loss of the vehicle when you are unable to return the keys.

### **Additional limitations:**

- Accessories. Our waivers do not extend to any accessories (e.g. NeverLost® or other GPS units, portable Wi-Fi units, ski racks, snow chains, child seats etc) you rent. You will be charged for replacement of these items if they are lost or damaged for any reason.
- Parts. Unless the vehicle was stolen or involved in an accident, our waivers do not extend to any removable parts of the vehicle if they are missing at the time of return (e.g. keys, key fobs, charging cables, parcel shelves, warning vests or triangles, SD GPS cards, 1st aid boxes, fire extinguishers etc)
- <u>Damage Administration Charges</u>. CDW, TP and Glass & Tyres do not reduce or eliminate the damage administration fee that may be applied in case of each event of damage during the rental.
- Theft of your possessions. Damage to or theft of personal and work-related effects and goods transported in the vehicle are not covered by our waivers. You can buy cover for personal effects that you own by taking Personal Insurance (PI).

### **GLASS & TYRES (G&T)**

G&T is an optional product and a cheaper alternative to SC. Where available, it eliminates your potential liability to us for the CDW or TP excess for damage to the vehicle's glass (including sun roof) and tyres only.

# PERSONAL INSURANCE (PI) PROTECTION FOR PERSONAL INJURY AND LOSS OF/DAMAGE TO YOUR POSSESSIONS

PI is an optional insurance designed to meet the demands and needs of those seeking cover for risks not met by the above insurance and waiver products. Cover is provided for all occupants of the vehicle for:

- Death, injury and medical expenses arising from an accident.
- Damage to or loss of personal possessions in the vehicle.

For full details about PI, ask for a leaflet at the counter or visit our website.

Cover is provided as fixed lump sum payments subject to small applicable excesses and may be void if you are in breach of your obligations under the Rental Agreement unless you can show the incident was totally unconnected with the breach.

### Exclusions include:

- Loss of or damage to certain items, including jewellery, cash, animals, work related items and cargo.
- Stolen items where the vehicle was not locked or they were left in plain sight or overnight in the vehicle.
- Pre-existing illnesses or medical conditions.

# PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS) YOUR LIABILITY TO HERTZ FOR BREAKDOWN COSTS (WHICH ARE YOUR FAULT)

PERS is an optional product which supplements the Emergency Roadside Assistance included in your rate. It provides cover for the vehicle recovery and call out costs you would otherwise be responsible for if the reason for the breakdown or call out was your fault.

Examples of call out costs covered include:

- Lost keys or keys locked inside the vehicle.
- Running out of fuel or using the wrong fuel.
- Flat battery.

You will remain responsible for:

- Cost of any replacement battery or keys.
- Damage incurred to the vehicle as a result of the call out, including replacement glass.
- Replacement fuel where wrong fuel was used.
- Travel costs for any replacement vehicle.

In each case arising from call out incidents that were your fault.

## More information... PRIVACY SUMMARY

We need to collect and store personal information about you to provide the services you request.

When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy.

The key points about our use of personal information are set out below. For full details see our **Privacy Policy**.

### **OPERATIONAL USES**

We use your personal information for our legitimate interests, including statistical analysis, credit control and protection of our assets. This may include disclosing your personal information to insurers and other organisations to assist in recovery procedures and counter fraudulent claims.

If you use a CDP number (price discount or other benefits) linked to a company we may share your personal information with that company in relation to your rental to process the discount and credit any membership points.

We track the location of certain vehicles via GPS technology for security reasons and may retain such information as necessary for those purposes.

### **MARKETING USES**

We will only use your personal information for marketing purposes with your consent and where you have been given the opportunity to decline. You can unsubscribe at any time by clicking the unsubscribe link in any email or by emailing euprivacy@hertz.com.

### **ACCESS TO YOUR PERSONAL DATA**

You have the right to access, correct and/or request deletion of the personal information we hold about you – see our <u>Privacy Policy</u> for details.

## More information... 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	INDEPENDENT ADVICE	
DURING YOUR RENTAL	ECRCS	
If you have any questions or problems during your rental (e.g. to change the return time or	·	

place) you can email the location at any time using the address provided on the Rental Agreement or click here for details.

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

If you have an accident or breakdown you should contact the Emergency Roadside Assistance number (click here).

### **AFTER YOUR RENTAL**

If you disagree with any charges on your return, or have a complaint relating to your rental experience, you should contact Customer Services who will help to resolve any issues:

- by email using our webforms (click <a href="here">here</a>)
- through Livechat on our website or by clicking here

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We aim to deal with all customer contacts within 14 days.

Rental Conciliation Service (ECRCS) provided you are an EU or UK resident and you were renting in a different country within the EU or the UK. The ECRCS is an independent conciliation service staffed by people who understand the car rental industry. They review any complaints against a Code of Conduct for car rental companies, prepared by Leaseurope on behalf of the industry, which we have signed up to.

If a company has acted outside the requirements of the Code, the ECRCS will automatically find against them. Otherwise, they will decide on the merits of the case.

We will comply with the decision of the ECRCS. You can contact the ECRCS at complaint@ecrcs.eu or visit their website at www.ecrcs.eu.

### **OTHER OPTIONS**

Alternatively, if your issue is not eligible for the ECRCS, but concerns a European country, you can seek online dispute resolution (ODR) through <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> or contact the European Consumer Centres Network (<a href="https://www.ECC-Net">www.ECC-Net</a>) to get more information about your rights.

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

## More information... CURRENCY CONVERSION

Choose Your Currency (CYC) is an optional service that provides foreign rental charges in your home currency.

### WHAT IS IT?

When you use your VISA or Mastercard to pay for transactions abroad you generally pay in local (i.e. foreign) currency. Your credit card company then converts the charges you paid into your home currency, if different, and shows them on your credit card statement. CYC replaces the currency conversion normally carried out by your credit card company with a service provided by our acquiring bank, who convert the charges using a competitive rate of exchange for the day you receive your rental receipt. The charges for your rental will then appear on your rental invoice in your home currency rather than in the local currency of the rental location.

### **YOUR CHOICE...**

At participating locations in Europe, we will ask you if you wish to see your rental charges in your home currency or in local currency. Your choice will be recorded on your Rental Agreement.

### **HOME CURRENCY**

If you choose to receive your rental charges in your home currency, CYC will apply and the conversion will be made at the rental location. Your invoice will show your rental charges in your home currency, the exchange rate used (including a conversion fee) and the original charges in local (i.e. foreign) currency. The home currency charges will then be sent to your credit card company and will appear on your credit card statement.

### **LOCAL CURRENCY**

If you choose to receive your rental charges in local (i.e. foreign) currency, your invoice will show your rental charges in the currency of the rental location. These charges will be sent to your credit card company which will convert them into your home currency and post them to your credit card statement indicating the rate of exchange used. Many credit card companies charge a fee for this service.

## **Electric Vehicle Terms ("EV Terms")**

### When do these EV Terms apply?

If your rental vehicle is an Electric Vehicle (EV) then these EV Terms will apply. They form part of the Rental Agreement and apply in addition to the terms contained in the Rental Terms.

In these EV Terms, an EV means a battery operated vehicle which uses battery power rather than diesel or petrol fuel.

These EV Terms do **not** apply to Hybrid Vehicles (i.e. vehicles which use battery power and other fuel) if you are renting a Hybrid Vehicle please refer to the Rental Terms.

### <u>PICK UP</u>

### **Privacy**

We take the privacy of our customers very seriously and handle personal data in accordance with our <a href="Privacy Policy">Privacy Policy</a>.

We are not responsible for and have no control over how vehicle manufacturers process your personal data during your operation of the vehicle. To know how vehicle manufacturers collect and use your personal data including telematic data, please see the privacy policy maintained by each vehicle manufacturer on its official websites. (Tesla, Polestar, Lynk&Co, Stellantis, Renault, Kia, Maxus, Hyundai, BMW, Mercedes, VW, etc. For reference only, we do not guarantee the accuracy of its content and URLs utilised.)

### Choice of vehicle

<u>IMPORTANT:</u> You must ensure that you are comfortable with the capabilities and any limitations associated with your rental vehicle. It is your sole responsibility to ensure that it is appropriate for your needs. On occasion we may substitute your selected vehicle with another and in that situation you must check that it is suitable for you.

## **DURING YOUR RENTAL**

### Caring for your EV

We recommend that you charge the battery as often as possible to keep it in the **20-80% range** of charge. Charging the EV when the battery status is below 20% will mean that the charge time is increased.

<u>IMPORTANT</u>: You must not allow the battery charge to fall below 10% as this significantly impairs the battery life and may damage the battery. Breakdown caused by low battery will be your sole responsibility. Please see the breakdown section of the Rental Terms for guidance of what to do in such event.

### Range

The vehicle information on our website will describe a range which is **theoretically achievable** on a full charge based on available market data. Please be aware that this is a theoretical range only and is not guaranteed - battery life is affected by a number of factors including model, driving style, terrain/road conditions, weather conditions, battery composition and age.

### Charging

CHARGE STATUS: When you collect the EV we will try to ensure that the EV has a charge status of at least **80%**. The battery status will be recorded on your Rental Agreement.

During your rental you should **plan charging stops** in advance of low battery status. Recharging EVs is fundamentally different to refuelling a petrol/diesel counterpart. Best practice is to charge wherever you park, including overnight stays and supplementing with rapid charging as required.

<u>IMPORTANT</u>: It is your responsibility to ensure that the EV has sufficient remaining battery to complete your journey or get you to a charging station.

CHARGING STATIONS: We have partnered with several partners, including Shell Recharge to create an **approved network** of charging stations (each a **Network Charging Station**). We recommend that you use Network Charging Stations to charge the EV during your rental to remove the need for you to register with a charging provider and to streamline your charging experience. If the EV you have rented is a Tesla then Tesla Superchargers are also part of the approved network.

When using a Network Charging Station with the Charging Fob or Charge Card provided with the EV or a Tesla Supercharger, you will not have to pay at that time, instead, for your convenience, we will

pass on the total cost of your use of Network Charging Stations at the end of your rental – this includes the electricity consumed, idle/parking fee (where applicable) and, where charged by the supplier, a per transaction fee. We may invoice you separately for the cost of your use of Network Charging Stations and charge the cost against your credit card without further authorisation from you. This charge may be applied several days after the rental has ended. If your rental rate includes the use of Network Charging Stations then a fair use policy applies.

You can find more information about our Network Charging Stations <u>here</u>. However, you can charge the EV at any public or private charging station at your sole discretion.

<u>IMPORTANT:</u> If you choose to use a charging station which is not a Network Charging Station you may be required to register with the alternative provider and may also incur a fee for charging the vehicle. You are responsible for any such registration (including accepting any terms and conditions and privacy policy) and any fees.

Charging stations must be used in accordance with the **instructions** provided at that location. You are solely responsible and liable for your use of any charging station.

If you **misuse or damage** a charging station (whether a Network Charging Station or other charging station) we may receive a fine or a claim for damages. If this happens we will pass that fine or damages on to you together with an administration fee (see Charges below).

<u>IMPORTANT:</u> Parking fees are separate to charging fees – always check the parking rules on entry to a car park or a charging station.

You must ensure that you use the charging station and cable (either the cable provided with the EV or a tethered cable attached to the public charger) in a **responsible and considerate** manner to ensure that you do not cause a trip hazard or other danger to members of the public.

We reserve the right to support investigations and provide any relevant information to third parties in connection with misuse of and/or damage to charging stations.

<u>IMPORTANT:</u> When using a public charging station (including a Network Charging Station), at the end of your charging session you must move the vehicle. If you do not then you may be subject to Idle Fees or a parking fine which we will pass on to you together with the Fines Administration Fee where applicable (see the Charges section below).

### **Equipment**

CHARGING FOB/CHARGE CARD: We may provide you with a Charging Fob on the EV key ring or a Charge Card when you collect the EV to enable you to use Network Charging Stations. The Charging Fob/Charge Card must remain on the **key ring** at all times.

<u>IMPORTANT:</u> You must notify us immediately if you lose or damage the Charging Fob/Charge Card during your rental (please see Contact section of Rental Terms).

You will be responsible for returning the Charging Fob/Charge Card in the same condition at the end of your rental period. This will be part of the checking process at the end of the rental. If you do not return the Charging Fob/Charge Card then **charges** will apply (see Charges below).

The Charging Fob/Charge Card must only be used to charge the EV that you have rented. Hertz monitors use across the Network Charging Points. Any **misuse** of the Charging Fob/Charge Card is a breach of these EV Rental Terms and will result in you being liable for any costs incurred with the Charging Fob/Charge Card together with applicable Additional Usage Charges set out below.

CABLE: One or more charging cable(s) will be provided with the EV. This could include:

- 1. EV to Charging Station (Mode 3) connector cable which will enable charging up to 11kW when connected to an appropriate Type 2 socket Charging Station. The speed is limited by the EV's onboard charger and specification of the cable; and/or
- 2. EV to Domestic (Mode 2) connector cable which will enable charging up to 3kW via an appropriate domestic socket.

<u>IMPORTANT:</u> Rapid/Super charging on the Network Charging Points is always via a cable and connector tethered to the Charging Station (due to power and safety requirements). You will not need to use the Cables provided by Hertz when using rapid/super chargers.

Please **notify** Hertz staff if no cables are present when you collect the EV. If this is not noted at the time of collection you will be liable for the **replacement cost** of the cable(s) logged in our systems as included with that EV (see Charges below).

<u>IMPORTANT</u>: Only the cables provided with the vehicle should be used when charging it (apart from when use of a rapid Network Charging Point dictates that a cable tethered to the unit is used). You are responsible for any loss or damage to the cable(s), other than fair wear and tear. Please see Charges below.

Charging cables are to be used with care and attention and in accordance with user manuals. If you use a cable other than in an EV charging socket then you are responsible for any loss or damage caused.

### **RETURN**

### **Battery Status**

The cost of recharging the EV is not included in your rental rate. You can decide how you wish to recharge the EV. You have the following options:

We will record the EV's battery status before you collect the EV and measure it again on your return.

### RETURN WITH THE SAME LEVEL OF CHARGE

If you return the EV with at least the same level of charge or 80% (whichever is lower), you will not incur any further recharging costs.

### **RETURN WITH LOWER LEVEL OF CHARGE**

If you return the EV with a level of charge lower than recorded level of charge at pick up then we will recharge the EV for you. **Recharging Fees** will apply and will be added to your invoice or billed separately. Please see Charges below.

If the EV is returned with a **critically low battery** and cannot therefore be unlocked we will charge you for the costs involved in gaining access to the EV and any damage caused to the EV as a result of this. This is excluded from SuperCover (if available).

### **CHARGE PURCHASE OPTION (CPO)**

If the EV has a charge status of at least 80% at pick up, at the start of your rental you can opt in to take the CPO and pay a certain fee to cover the cost of electricity to recharge the EV at the end of your rental ("CPO fee"). The CPO fee is a flat fee based on the vehicle model and its battery capacity calculated at price per kW competitive with EV charging stations. The CPO fee is added to your invoice at the end of your rental. As long as the EV has a level of 10% or more when you return it to us, you will not need to recharge the EV before return and will have nothing more to pay for the recharge at the end of the rental (you'll still need to pay for on rent charging).

If the EV is returned with a level of charge below 10% the Recharging Service Fee will be payable in addition to the CPO fee (please see <a href="here">here</a> for more information).

If you have taken out the CPO and you return the EV with a level of charge of 70% or more:

- CPO will be cancelled and CPO fee will not be charged; and
- if the level of charge is below 80%, we will recharge the EV for you applying the standard Recharging Fees. Please see Charges below.

This is a good option if you are likely to use up a lot of the battery charge and want to avoid the hassle of recharging the EV yourself. If you have any further questions, please ask at the counter when you pick up your vehicle.

Please note that we do not provide a refund for unused electricity.

### **One Way Rental**

The EV must be returned to the location as indicated on the Rental Agreement as not all of our locations support electric vehicles. If you return the EV to an **unsupported location** we may need to transport the EV to another location. If this happens we reserve the right to charge the **One Way Fee** specified in the Rental Terms to recover our costs of transportation and loss of use and/or change the rental rate.

### Charges

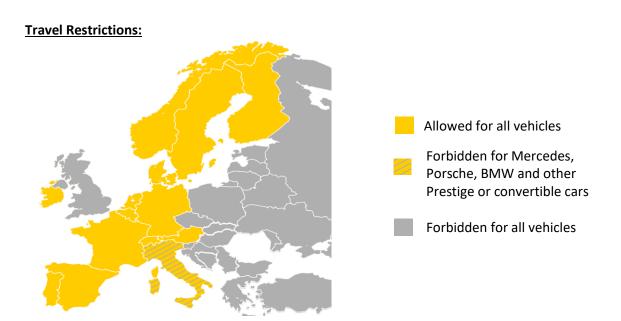
When you use a Network Charging Station using the Charging Fob or Charging Card provided with the EV we will pass on the total cost of your use of Network Charging Stations at the end of your rental – this includes the electricity consumed and, where charged by the supplier, a per transaction fee. This means you do not have to pay for charging the EV when you plug it in to a Network Charging Station, we'll add it to your invoice when you return the EV or bill you later. If you use other third party charging stations you'll have to register and pay for electricity charges at the point of use.		
We will record the EV's battery status before you collect the EV and measure it again on your return. To avoid the recharging costs, we ask you to return the EV with at least the same level of charge or 80% (whichever is lower). If you return the EV with a level of charge lower than this then we will recharge the EV for you. We will pass on the cost of the electricity to you plus a service charge ("Recharging Fee") The price per kW/h is indicated on the Rental Agreement. We will charge you for the cost of electricity used to recharge the EV plus a service charge ("Recharging Fee"). The price per kW/h is indicated on the Rental Agreement and includes the Recharging Fee.  If the EV battery status is below 10% on return an additional Service Fee will apply in addition to the Recharging Fee because this increases our turnaround times and involves staff time.  Service Fee = +€25 (inc VAT)/sterling equivalent		
You agree to pay a certain CPO fee to cover the cost of recharging the EV (although no refunds are given for any unused electricity).		
If you lose or damage the EV's entry key/card we will charge you €170/£170 per key or €40/£40 per card for replacement. This is excluded from SuperCover (if available).		
charged the available).	e replacement cost. This is	excluded from SuperCover (if
	Charging Ca use of Netw the electric transaction when you p invoice whe charging sta the point of  We will rec measure it a to return the is lower). If we will rech to you plus indicated or electricity us . The price p Recharging I  If the EV ba will apply ir turnaround  Service Fee You agree to (although no If you lose €170/£170 p from SuperO If a cable is charged the available).  Replacemen  COUNTRY  UK FR DE NL BE Lux IT	Charging Card provided with the EV we will use of Network Charging Stations at the end the electricity consumed and, where chards the electricity into a Network Charging invoice when you return the EV or bill you la charging stations you'll have to register and the point of use.  We will record the EV's battery status the measure it again on your return. To avoid the to return the EV with at least the same lever is lower). If you return the EV with a level we will recharge the EV for you. We will put to you plus a service charge ("Recharging indicated on the Rental Agreement. We well electricity used to recharge the EV plus a search the EV battery status is below 10% on rewill apply in addition to the Recharging Fee.  If the EV battery status is below 10% on rewill apply in addition to the Recharging Fee.  Service Fee = +€25 (inc VAT)/sterling equivalent to the provided that the end of the electricity was a certain CPO fee to cover (although no refunds are given for any unual figure of the provided that the electricity is available).  If a cable is lost or damaged the EV's entry €170/£170 per key or €40/£40 per card for from SuperCover (if available).  If a cable is lost or damaged (other than charged the replacement cost. This is available).  Replacement cost depends on cable type a COUNTRY Mode 2 Cable (EV-to-Domestic) (inc VAT)  UK £432  FR 500€  DE 560€  NL 400€  BE 400€  Lux 400€  Lux 400€  Lux 400€

Other

400€ unless otherwise stated in Country Specific Terms.

Charging Fob/Charge Card	If the Charging Fob/Charge Card is lost or damaged (other than fair wear and tear) then you will be charged €20 (or sterling equivalent) (inc VAT) so that we can replace it. This is excluded from SuperCover (if available).
Additional Usage Costs	If the Charging Fob/Charge Card is misused (whether with or without your authority) then you are responsible and liable for any loss or damage caused to the Charging Station used and any fines or charges that we incur will be passed on to you, plus the <b>Damage/Fines Administration Fee</b> .
Charging Station Damage	If you cause any damage to a Charging Station we will pass on any fine or other charge that we receive. This may be a significant amount depending on the amount/type of damage caused. You will be responsible for the entire amount. We will also charge the <b>Damage Administration Fee</b> for dealing with this.
Charging Station Parking Fine / Idle Fee	If you are using a public Charging Station (including a Network Charging Station) and you do not move the EV when the charging session has ended then you may prevent others from charging their vehicles. You may be liable for an <b>Idle Fee</b> or other <b>parking fine</b> . The amount of fee or fine will be shown at the Charging Station or in its terms and conditions and/or on the EV's onboard display. We will pass this on to you and may also charge the <b>Fines Administration Fee</b> .
	Please be aware of parking regulations (as is normal practice) at any site you visit. Separate parking fees may apply.
Damage Administration Fee	Standard charge to recover our costs for dealing with loss or damage caused during your rental.
Fines Administration Fee	Standard charge to recover our costs for dealing with fines and charges incurred during your rental.

# **Country Specific Terms – Spain**



### **Driving restrictions - UK:**

You must not drive or drop off a vehicle hired in Spain in the UK.

If we have reason to believe that you have brought our vehicle into the UK without authorisation, this will be a breach of our Rental Terms and all insurances and waivers (from third party providers, CDW, TP, SuperCover, PI), if taken out, will be invalidated. You will be fully responsible for any damage or loss to the vehicle and would be liable for all consequential losses, including the cost of repatriating the damaged vehicle. To cover the costs, you will be charged €2,317 liquidated damages for costs incurred in repatriating the vehicle. In respect of the above liquidated damages, you are at liberty to prove that no loss has been suffered or that the loss is substantially less than the liquidated damages amount.

### <u>Driving Restrictions - Balearic Islands</u>

You cannot drive nor drop off a vehicle rented in one of the Balearic Islands outside of that specific island without our express permission.

If you do not comply with these driving restrictions, you will be fully responsible to for any damage, loss to the vehicle or any additional costs we may incur as a result, including but not limited to any fines and the cost of repatriating the damaged vehicle. Additionally, if we have reason to believe that you have taken the vehicle outside the specific island where the rental began without the right to do so, this will constitute a breach of the Rental Agreement and you will lose the benefit of all insurance and waiver coverage you have taken.

<u>Driving Restrictions from mainland Spain to Canary Islands, Balearic Islands, Ceuta, Melilla and vice</u> versa:

It is absolutely forbidden to drive the vehicles rented in the mainland Spain outside the mainland territory, including but not limited to Canary Islands, Balearic Islands, Ceuta and Melilla and vice versa, without our permission. If you do so, you will be in breach of your Rental Agreement shall be void. The driver will be held fully responsible for all the expenses we incur, all consequences, including the cost of repatriation of the vehicle and all insurance and waivers (including those that have been pre-paid), shall be deemed, null and void.

### **Driving Restrictions of vans and adapted disabled vehicles:**

Cargo vans (commercial vehicles) are allowed to circulate within the Spanish mainland only. Ceuta, Melilla, Canary Islands and / or the Balearic Islands do not constitute Spanish mainland territory. This limitation will also apply to vehicles adapted for the disabled.

### **Driving Restrictions at airport and port areas:**

The circulation of any vehicle (cars or vans) is not allowed in airport or port areas, unless expressly authorized in writing by Hertz.

### **Emergency Roadside Assistance:**

Cars: + 34 900 314 100 Vans: + 34 900 333 555

Calling with a foreign mobile: + 34 92 594 93 88

### **Operation of Fleetco / Opco, according to the securitization contract:**

"STUURGROEP FLEET (NETHERLANDS) B.V., BRANCH IN SPAIN is the owner of almost all the vehicles rented by HERTZ DE ESPAÑA, S.L. to its clients and has constituted a pledge over its vehicles for the benefit of the creditors under a contract called "Spanish Vehicle Pledge Agreement" and its successors and assigns. For the purposes of said pledge, HERTZ DE ESPAÑA, S.L. has been designated as a third holder in accordance with article 1863 of the Civil Code.

Consequently, any return of a vehicle by a client of HERTZ DE ESPAÑA, S.L. must be carried out in favour of HERTZ DE ESPAÑA, S.L. in his capacity as third-party owner or, as the case may be, before any other entity that replaces him in such condition, and in no case to STUURGROEP FLEET (NETHERLANDS) B.V., SUCURSAL EN ESPAÑA."

### **Special Equipment:**

Any special equipment acquired at the beginning of your rental with us, including but not limited to; GPS, child seats, ski equipment, etc. must be installed in the vehicle by you and under is your responsibility. Our employees are not authorised to install or handle any special equipment.

### **SuperCover:**

Some terms and conditions and exclusions apply. Please see here.

### **Privacy Policy:**

Hertz Privacy Policy Available at <a href="https://www.hertz.es/privacy-policy">www.hertz.es/privacy-policy</a>.