

# RENTAL TERMS

## I. BASICS

### 1. DEFINITIONS

- 1.1. The terms and conditions set out in this document are the **Rental Terms**.
- 1.2. The [Country Specific Terms](#) 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.
- 1.3. The [Electric Vehicle Terms](#) are terms and conditions which apply in addition if you are renting an Electric Vehicle.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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. All official correspondence should be directed to that company, regardless of your own country of residence.
- 1.7. 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, GPS units, 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.
- 1.8. These Rental Terms may be provided in a number of languages for your convenience. The main language of the country of collection is the definitive version and will apply in the event of any discrepancy or inconsistency with the translated versions.

### 2. RESPONSIBILITY

- 2.1. We are responsible for providing you with the vehicle in good overall and operating condition. In the event of a mechanical breakdown we will be responsible for providing you with an equivalent replacement vehicle, provided that any such breakdown is not due to your fault or that of an Additional Driver and does not arise as a result of breach of the Rental Agreement. Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from your rental unless they are the direct and immediate result of our negligence or breach

of the Rental Agreement. For such losses, our liability does not cover losses that were neither foreseen nor foreseeable at the time the contract was concluded, except in the case of our gross negligence or wilful misconduct.

2.2. You must care for, use and return the vehicle in accordance with the Rental Agreement.

**IMPORTANT: 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. Fuel is not included in the rates.**

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

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

### **3. DISPUTES**

3.1. We give you the possibility and endeavour to resolve all disputes amicably. If you dispute any credit or debit card charges or damage billing, please communicate this directly to our Customer Relations department (please [click here](#) for contact details) within 14 days of the end of your rental term, please include details of your Rental Agreement and/or your reservation number, 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.

3.2. 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 [click here](#).

3.3. In any case, you can refer the matter to the competent court in accordance with the law of the country where you signed the Rental Agreement which will apply to the Rental Agreement. 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.

### **4. PRIVACY & VEHICLE DATA**

4.1. 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.

4.2. Connected vehicles generate telematics data which we process for security, fleet management and diagnostic purposes. For more information about telematics data and your rights please see our [Privacy Summary](#).

4.3. 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. (for example: [Polestar](#), [Stellantis](#), [Renault](#), [Kia](#), [Maxus](#), [Hyundai](#), [BMW](#), [Mercedes](#), [VW](#), etc. - these links are provided for reference only, we do not guarantee the accuracy of their content nor the URLs utilised.)

## 5. LONGER TERM RENTALS

5.1. 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.

5.2. 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. This may take around 20 minutes. If it is likely to take significantly longer then we may provide a temporary replacement vehicle for your use though please note that we cannot guarantee that any temporary replacement vehicle will be the same make/model or equivalent but we will endeavour to have the original vehicle ready for 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](#).

## II. PICK UP

### 1. RESERVATION OF CREDIT/DEPOSIT

1.1. When you collect the vehicle we will reserve an amount on your credit or debit card (or take a deposit). The reservation of credit/deposit covers amounts owing to Hertz which will be due at the end of your rental plus an amount to cover other potential charges that may arise during your rental for damage and other items. Please see **More Information... Charges** for more detail relating to the charges that you may incur during your rental period.

**IMPORTANT:** The amount of the deposit will be calculated as follows:

(a) a sum equal to

- any amounts owing at the start of the rental (i.e. the rental rate if you have opted a "pay later" rate and any optional extras that you have purchased at the counter such as SuperCover and car seats); PLUS
- a full tank of fuel/recharge (unless you have purchased Fuel/Charge Purchase Option). There will always be a MINIMUM of €200 applied; PLUS

(b) €500 if you have not purchased SuperCover to protect us from potential damage charges.

The final amount will be determined on collection (because you may purchase additional optional extras at collection and the cost of fuel/recharge will vary according to the make and model of the vehicle) and will be noted on your Rental Agreement. Please ensure that you have sufficient credit to cover this amount.

The reservation of credit amount will be released (or repaid) on return of the vehicle 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 contact your bank if you have any questions about this.

## 2. CHARGES

2.1. Your Rental Agreement shows any prepaid sums as well as any charges agreed at the start of the rental which have not been prepaid. By signing the Rental Agreement and/or using the vehicle you agree to pay these sums as well as any other charges that arise during your rental.

2.2. Please [click here](#) 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 [here](#).

**Currency conversion:** If you are renting outside the country where you live we may give you the option to pay in your home currency. There is a cost associated with this service - please [click here](#) for further details.

## 3. VEHICLE

3.1. **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 our site. Any differences must be reported to the location staff so that the VCR can be updated before you leave the location premises. Failure to do so will mean that any unrecorded damage will be attributed to you when you return the vehicle at the end of your rental. Please [click here](#) to understand how we will process damage caused during your rental.

3.2. **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.

**IMPORTANT:** You are responsible for returning the vehicle in the condition we provided it in. If any damage is found on return that is not noted on the pre-rent Vehicle Condition Report, you will be liable for the repair cost to the extent allowed under applicable law, except for any damage which is proven to have been pre-existing and not reasonably apparent when you collected the vehicle. Please see the [More Information... Damage](#) section for more information.

3.3. 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.

3.4. **Fuel:** Fuel is not included in the rates. We will supply your vehicle with fuel (the level will be stated on the Rental Agreement) which you may use but you must (a) refuel the vehicle to the same level yourself at your own cost before returning it to us or (b) return the vehicle with a lower fuel level and pay us to refuel for you (the charges for this include the cost of fuel plus a service charge). In some locations we offer other refuelling options. Please [click here](#) for a full explanation of your fuel options.

3.5. 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.

3.6. If you are renting an Electric Vehicle this fuel section does not apply. Please see the [Electric Vehicle Terms](#) for the terms relating to battery use and charging.

#### 4. RENTAL RESTRICTIONS

4.1. **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.

4.2. **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.

4.3. **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 and we will then extend your insurance and waiver protections and breakdown coverage to that country. If we become aware that you have driven the vehicle in another country during your rental without first making us aware we will apply the relevant Cross Border Fee and extend your coverage unless the country is forbidden – forbidden countries are stated in the [Country Specific Terms](#).

4.4. **Forbidden Countries:** You are not **permitted** to drive the vehicle in a forbidden country – as specified in the [Country Specific Terms](#). Insurance, waiver and breakdown protections will not be extended to these countries.

4.5. **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 (e.g. damage repair, cleaning fees).
- 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.

### **III. DURING YOUR RENTAL**

#### **1. MILEAGE**

1.1. Your rental may be subject to a maximum number of miles/kilometers included in the rate. This will be stated on your Rental Agreement. If you exceed this amount then additional fees may apply. See the [Charges](#) section below.

#### **2. FINES, TOLLS AND OTHER CHARGES**

2.1. You are responsible and will have to pay 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 with our [Privacy Policy](#).

**IMPORTANT: Where you have incurred a fine or charge, we may also apply a Fines Administration Charge to contribute towards the time and costs we incur in dealing with these matters. See [Charges](#) section below.**

#### **3. BREAKDOWN**

3.1. **Assistance:** If you experience any problem with the vehicle due to mechanical failure or accident you should call **Emergency Roadside Assistance** (please see the [Country Specific Terms](#) for contact details or check the vehicle's keyring, 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 and repair 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) or any abortive breakdown call out (e.g. if you were not with the vehicle when the breakdown service attended). 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 [click here](#).

#### 4. ACCIDENTS

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

4.2. 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**.
  - b. 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 [Country Specific Terms](#) 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 ([click here](#) for contact details).

**IMPORTANT:** If you fail to comply with these accident instructions your waiver products may be void. Please also check the [Country Specific Terms](#) for country specific requirements.

#### 5. DAMAGE AND THEFT

5.1. **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.

5.2. **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 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).

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

**Immediately:**

1. report the theft to the local police;
2. call the renting location for instructions on next steps

As soon as you can, you must also:

3. complete the Theft Report at the renting location.

5.4. If the Vehicle is stolen, 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 insurance and excess waiver products will be invalid.**

## 6. INSURANCE AND EXCESS WAIVER OPTIONS

6.1. 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 Excess Waivers** such as SuperCover, Collision Damage Waiver (CDW) and theft Protection (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.

6.2. Terms and conditions apply to these products. If you accept our optional products you must agree to the additional product terms and conditions. Please [click here](#) to see the additional terms.

6.3. **Insurance purchased from third parties:** 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.

**IMPORTANT: To the extent allowed under applicable law, our insurance and excess waiver products will be void if you breach the Rental Agreement, or if the loss or damage is caused intentionally, by you or an authorised driver, or by your or their gross negligence – this means that you will be fully liable to us for all damage caused to the vehicle.**

## 7. SOFTWARE UPDATES

7.1. Vehicles may contain onboard computers which periodically suggest software updates.

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

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

## IV. RETURN

### 1. RETURN PROCEDURE

1.1. **Requirements:** You must 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).

**IMPORTANT: When you return the vehicle we will check its condition to identify any new damage. 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 in your absence. See below for charging information.**

1.2. **Out Of Hours:** You may only return the vehicle outside location opening hours with our prior agreement, in which case you must:

- park in our car park 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 (unless you are specifically instructed otherwise).
- Post the keys (with clear instructions where to find the vehicle) into the location's secure key box which will be clearly marked.

1.3. You must not post the keys through the normal office letterbox, leave them in the car or give them to anybody even if they appear to be our employee.

**IMPORTANT: 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.**

### 2. VARIATIONS

2.1. **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 additional charges.

2.2. **Late return:** Your rental charges are calculated in 24 hour periods from the start 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 the location's then current, standard rate.

2.3. To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day. Please [click here](#) or ask at the counter for details.

2.4. 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 [click here](#).

### 3. CHARGES

3.1. **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 late return, to your invoice. Please [click here](#) for a detailed list of potential charges.

**IMPORTANT:** 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 of any such additional charges by email using the address we hold for you before taking payment seven days later.

3.2. **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 "[find my invoice](#)" 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.

**IMPORTANT:** 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.

## V. More information... CHARGES

This section contains a description of the Charges you may incur in connection with your rental.

### **(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:

<b>COMPULSORY CHARGES</b>	
<b>Rental Rate</b>	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.
<b>Location Service Charge</b>	Charged at certain locations (e.g. airports and railway stations) to reflect the higher cost of providing services from there.
<b>Vehicle Licence Fee</b>	Passes on your share of the charges we incur for keeping the vehicle on the road.

<b>Young Driver Surcharge</b>	Will apply if you or any additional driver is under 25 years old.
<b>Cross-Border Fee</b>	Applies if you drive the vehicle outside the country of rental. Extends your insurance and liability waiver products and grants you roadside assistance if needed whilst you are abroad. This does not apply for forbidden countries as stated in the Country Specific Terms.
<b>OPTIONAL PRODUCTS AND SERVICES</b>	
<b>Additional Driver</b>	We apply a standard fee for each additional driver added to your rental to cover our additional insurance costs.
<b>One Way Fee</b>	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.
<b>Delivery &amp; Collection Charges</b>	Applies if you request that your rental vehicle is delivered to or collected from a location other our rental location.
<b>Insurance &amp; Waiver Options</b>	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.
<b>Optional equipment</b>	The Rental Agreement lists any optional equipment you have selected, such as baby/ child seats, winter tyres, GPS unit, showing the full charge for the agreed rental period.
<b>TOTAL</b>	
<b>Estimated Rental Charges</b>	Your total estimated charges at the start of the rental including tax. Charges are 'estimated' because they exclude any potential refuelling or other charges you may incur through your use of the vehicle during your rental.
<b>Total Estimated Rental Charges</b>	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:

<b>FUEL</b>	
<b>Fuel Purchase Option (FPO)</b>	You may choose at the start of your rental not to refuel the vehicle before return and instead pay for a full tank upfront. No refunds are given for any unused fuel. Please ask for a quote for FPO at the counter.

<b>Refuelling Price</b>	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. Full details will be provided on your Rental Agreement when you pick up the vehicle.
<b>Refuelling Service Charge</b>	Applies on top of the amount charged for refuelling if we fill the tank for you on return and you have not taken FPO. The Refuelling Service Charge may alternatively be built into the per litre price. A calculation of a full tank of fuel will be provided on your Rental Agreement when you pick up the vehicle.
If you have rented an Electric Vehicle, please see the <a href="#">Electric Vehicle Terms</a> for additional/alternative specific charges.	
<b>VEHICLE CONDITION</b>	
<b>Damage/Loss Charges</b>	(i) If you have <b>not</b> purchased our waiver products (e.g. Collision Damage Waiver and Theft Protection) 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 only up to the excess amount (unless the waiver products have been invalidated). SuperCover eliminates or reduces the excess.
<b>Missing Accessories/parts Charges</b>	Applies 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.
<b>Hybrid Vehicle cable replacement charge</b>	If you have rented a hybrid vehicle which is a plug in vehicle then it will be supplied with one or more charging cables. If you do not return these with the vehicle or they are damaged then we will charge you the replacement cost of the affected cable.
<b>Damage Administration Charge</b>	Fixed charge to recover our costs for dealing with damage caused to the vehicle. This is not applicable in most countries if you take SuperCover, check the <a href="#">Country Specific Terms</a> for details.
<b>Extra Cleaning Charge</b>	This charge applies if you return the vehicle in an excessively dirty, smelly or stained condition that requires more than our standard cleaning to be rented again.
<b>Smoking Charge</b>	Smoking is prohibited in all vehicles. This covers our costs of preparing the vehicle for the next rental if the vehicle smells of smoke upon return.
If you have rented an Electric Vehicle, please see the <a href="#">Electric Vehicle Terms</a> for additional/alternative charges.	
<b>VEHICLE USE</b>	
<b>Excess Mileage</b>	A mileage allowance may also be included in your rental rate. A per km fee may will apply for every km driven above if you exceed this allowance.

<b>Local Road and Toll Charges</b>	You are responsible for paying all local road and toll charges applicable to your rental.
<b>Traffic Fines and Penalties</b>	You are responsible for paying the full penalty for any parking fine or charge, traffic fine or other penalty you incur during your rental.
<b>Fines Administration Charge</b>	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.
<b>LATE RETURN</b>	
<b>Additional Rental Days</b>	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.
<b>Late Return Charge</b>	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 calculated in accordance with our current rates and subject to final calculation at the end of the rental.	

## VI. 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:

(1) Fuel Purchase Option (FPO)

We charge you at the start of your rental for a full tank of fuel. This price is usually greater than local fuel stations because we include a reasonable service charge element. You will then not need to refill the tank before returning and will have nothing more to pay us for fuel.

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

(2) Refuel the vehicle yourself before return and return the vehicle with a full tank of fuel

If you refuel the vehicle yourself there will be no further fuel charges to pay on return.

(3) Return the vehicle without refuelling

We will refuel the vehicle for you and will charge you a per litre price including or in addition to a Refuelling Service Charge for this service. These prices are indicated on your Rental Agreement under

“maximum refuelling charge” and are higher than the price charged by local petrol stations to compensate us for the service of a member of our staff taking the vehicle to be refuelled and the longer turnaround process before the vehicle is ready to be used by the next customer.

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](#).

## VII. More information... DAMAGE

Your responsibility for damage to the vehicle is set out at the [Damage and Theft section](#) of these Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes relating to damage.

### **CHECKING THE VEHICLE**

We will provide a summary of any pre-existing damage and list the vehicle’s accessories 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 and any missing accessory on a Damage Appraisal Report (DAR) and will provide a copy to you by email.

**IMPORTANT: 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 in your absence. Please see below for charging information.**

### **Hidden damage**

Some damage may not be found during the post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the engine, fuel tank or clutch) or scratches to bodywork if the car is dirty or returned in the rain or dark for example. This damage will be identified during our turnaround procedures and if we find any such damage we will notify you using the email address that we hold on record for you, with evidence (see [here](#)). We will not charge you for the damage until seven days after we have notified you.

### **CHARGEABLE DAMAGE**

When new damage is detected following return of the vehicle we will charge you for this, unless it is ordinary wear caused by reasonable use. To maintain complete transparency we have listed below what is classified as chargeable damage. If a measurement is given below, any damage smaller than the measurement will not be charged.

#### **Vehicle bodywork:**

- **Scratches:** Greater than 10mm or less than 10mm if the bare metal/plastic is showing

- **Scuffs:** Two or more scratches within the same area or multiple marks across the same surface area greater than 10mm or less than 10mm if the bare metal/plastic is showing
- **Dents:** Diameter greater than 10mm

**Glass:** Any chips or cracks

**Tyres:** Any damage to the tyre, including damage to the sidewall of the tyre, punctures and where the vehicle has been driven on a flat tyre.

**Vehicle interior:**

- **Trim:** Any damage to the internal trim
- **Upholstery:** Any stains or burns to seats or carpets

**Additional items:**

- **Mirrors:** Any cracks to mirror
- **Alloy Wheels:** Scratches greater than 10mm
- **Wheel Trims:** Any damage greater than 10mm
- **Parts:** Any broken or missing original equipment
- **Light Clusters:** Any cracks to light clusters
- **Locks:** Any damage
- **Fuel contamination**
- Any damage that is caused intentionally or by gross negligence of you or an authorised driver.

## 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 waiver product has been invalidated. The applicable excess is shown during the booking flow and on your **Rental Agreement**.

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 a damage repair matrix. This contains the cost of repairing or replacing the most common and minor damage based on the costs of local body repair shops for parts and labour and loss of use (i.e. the time the vehicle will be unusable whilst undergoing repair). The damage matrix is prepared by impartial third party auditors and updated to reflect current costs at least four times per year.

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 Damage Administration Charge will be included in your final invoice.

**IMPORTANT: When the inspection has been completed and the damage charge calculated, we will deduct the relevant damage charge from the pre-authorisation of credit we hold before releasing the balance (if any). If the damage charge exceeds the pre-authorisation of credit held we will charge your credit card without further authorisation from you in accordance with the Rental Agreement. If you disagree with the charge please follow our Dispute process – see below.**

**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 Damage Administration Charge 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.

**IMPORTANT: You will be notified of the cost of the damage using the email address we hold on record for you, at least seven days before we charge your credit card. If you disagree with the charge please follow the Dispute process – see below.**

**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**

Please see the [Disputes](#) section for the process to follow if you dispute a damage charge.

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](#).

## **VIII. 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.

<b>DESCRIPTION AND BENEFITS</b>	<b>KEY LIMITATIONS AND EXCLUSIONS</b>
<b>THIRD PARTY LIABILITY INSURANCE (TPLI) YOUR LIABILITY TO THIRD PARTIES (I.E. OTHER THAN TO US)</b>	
Third Party Liability Insurance is automatically included in your rental rate. It: <ul style="list-style-type: none"><li>meets all legal requirements for third party liability.</li></ul>	To the extent allowed under applicable law your insurance and waiver products will be void and no longer protect you if: <ul style="list-style-type: none"><li>you are in breach of your obligations under the Rental Agreement – see in</li></ul>

<ul style="list-style-type: none"> <li>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.</li> </ul>	<p>particular the Rental Restrictions section of these Rental Terms.</p> <ul style="list-style-type: none"> <li>the loss or damage is caused intentionally.</li> <li>the driver was not authorised by us as the main or additional driver</li> </ul>
--	--

**WAIVER PRODUCTS (Collision Damage Waiver, Theft Protection, SuperCover, Glass & Tyres)  
YOUR LIABILITY TO US (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. Collision Damage Waiver and Theft Protection) 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 Collision Damage Waiver and Theft Protection by further reducing or eliminating the excess in certain circumstances.

**In addition to the limitations listed in the Third Party Liability Insurance 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 but not limited to 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.

**COLLISION DAMAGE WAIVER (CDW)**

Collision Damage Waiver 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.

**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.

<ul style="list-style-type: none"> <li>• Tyres and window damage caused by objects on or thrown up from the road.</li> </ul>	<ul style="list-style-type: none"> <li>• Fitting unauthorised objects to the interior or exterior of the vehicle.</li> <li>• Carrying especially dirty or smelly materials that require extra cleaning costs or that damage or burn the interior.</li> </ul>
<p><b>THEFT PROTECTION (TP)</b></p> <p>Theft Protection 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.</p> <p>Examples of incidents covered by Theft Protection include:</p> <ul style="list-style-type: none"> <li>• Damage caused by breaking and entering the vehicle.</li> <li>• Attempted theft of the vehicle or its accessories (e.g. radio).</li> <li>• Vandalism (e.g. bent aerial, broken mirror).</li> <li>• Theft of the vehicle.</li> </ul>	<p><b>Contribution to damage to/theft of the vehicle: examples:</b></p> <ul style="list-style-type: none"> <li>• Damage resulting from locking the keys in the vehicle or losing the keys.</li> <li>• Damage resulting from leaving the windows open.</li> <li>• Loss of the vehicle caused by failure to use the anti-theft system (if provided).</li> <li>• Loss of the vehicle when you are unable to return the keys.</li> </ul> <p><b>Additional limitations:</b></p> <ul style="list-style-type: none"> <li>• <u>Accessories.</u> Our waivers do not extend to any accessories (e.g. 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.</li> <li>• <u>Parts.</u> 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, 1<sup>st</sup> aid boxes, fire extinguishers etc)</li> </ul>
<p><b>SUPERCOVER (SC)</b></p> <p>SuperCover is an optional product and gives you peace of mind for your rental by:</p> <ul style="list-style-type: none"> <li>• Eliminating or reducing your potential liability to us for the Collision Damage Waiver or Theft Protection excess for loss of or damage to the vehicle during your rental.</li> <li>• Waiving your responsibility to us for any damage administration charges that would otherwise be payable.</li> </ul>	<ul style="list-style-type: none"> <li>• <u>Damage Administration Charges.</u> Collision Damage Waiver, Theft Protection and Glass &amp; Tyres do not reduce or eliminate the damage administration charge that may be applied in case of each event of damage during the rental.</li> <li>• <u>Theft of your possessions.</u> 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).</li> </ul>

<p>Some terms and conditions and exclusions apply. Please see <a href="#">here</a> and refer to the <a href="#">Country Specific Terms</a>.</p>	
<p><b>GLASS &amp; TYRES (G&amp;T)</b></p> <p>Glass &amp; Tyres is an optional product and a cheaper alternative to SuperCover. Where available, it eliminates your potential liability to us for the Collision Damage Waiver or Theft Protection excess for damage to the vehicle's glass (including sun roof) and tyres only.</p>	
<p><b>PERSONAL INSURANCE (PI) PROTECTION FOR PERSONAL INJURY AND LOSS OF/DAMAGE TO YOUR POSSESSIONS</b></p>	
<p>Personal Insurance 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:</p> <ul style="list-style-type: none"> <li>• Death, injury and medical expenses arising from an accident.</li> <li>• Damage to or loss of personal possessions in the vehicle.</li> </ul> <p>For full details about PI, ask for a leaflet at the counter or visit our website.</p>	<p>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.</p> <p>Exclusions include:</p> <ul style="list-style-type: none"> <li>• Loss of or damage to certain items, including jewellery, cash, animals, work related items and cargo.</li> <li>• Stolen items where the vehicle was not locked or they were left in plain sight or overnight in the vehicle.</li> <li>• Pre-existing illnesses or medical conditions.</li> </ul>
<p><b>PREMIUM EMERGENCY ROADSIDE ASSISTANCE (PERS) YOUR LIABILITY TO US FOR BREAKDOWN COSTS (WHICH ARE YOUR FAULT)</b></p>	
<p>Premium Emergency Roadside Assistance is an optional product which supplements the Emergency Roadside Assistance included in</p>	<p>You will remain responsible for:</p> <ul style="list-style-type: none"> <li>• Cost of any replacement battery or keys.</li> </ul>

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.

- 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.

## IX. 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](mailto: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 [Privacy Policy](#) for details.

### **TELEMATICS DATA**

Pursuant to the EU Data Act 2025, you have a right to access data generated by your use of a connected vehicle during your rental period. This right applies when the vehicle itself, or a connected device, produces telematics data *and* the rental occurs in an EU country.

The telematics data that we possess in connection with your rental may include the following:

Mileage/odometer	Fuel consumption	Position data
Ignition status	Technical condition data	Fuel and consumption
Tyre pressure	Charging data	

Please see our Privacy Policy to understand how we handle personal data.

If you wish to exercise your rights under the EU Data Act 2025 please contact [euprivacy@hertz.com](mailto:euprivacy@hertz.com). We will provide you with a copy of the telematics data relating to your rental that we hold in our systems at that time, free of charge, within a reasonable timeframe. Please note that we can only provide data relating to your rental period and we may take reasonable steps to verify your identity and eligibility. We store telematics data for a limited period and accordingly we recommend that EU Data Act requests should be made promptly.

## X. 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:

<b>ASK US...</b>	<b>INDEPENDENT ADVICE</b>
<p><b>DURING YOUR RENTAL</b></p> <p>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 <a href="#">click here</a> for details.</p> <p>You can raise any other issues arising from the rental with our location staff on return.</p> <p>If you have an accident or breakdown you should contact the Emergency Roadside Assistance number (<a href="#">click here</a>).</p>	<p><b>ECRCS</b></p> <p>If we are unable to resolve an issue to your satisfaction you can contact the European Car 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.</p>
<p><b>AFTER YOUR RENTAL</b></p> <p>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:</p>	<p>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.</p> <p><b>We will comply with the decision of the ECRCS.</b></p>

- by email using our webforms (click [here](#))
- through Livechat on our website or by clicking [here](#)

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

You can contact the ECRCs at [complaint@ecrcs.eu](mailto:complaint@ecrcs.eu) or visit their website at [www.ecrcs.eu](http://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 <http://ec.europa.eu/odr> or contact the European Consumer Centres Network ([www.ECC-Net](http://www.ECC-Net)) 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.

## **XI. More information... CURRENCY CONVERSION**

Dynamic Currency Conversion (DCC) is an optional service that provides foreign rental charges in your home currency.

#### **WHAT IS IT?**

When you 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. Dynamic Currency Conversion replaces the currency conversion normally carried out by your credit card company with our service which converts the charges at the time of purchase so you will clearly see the amount you are being charged in your home currency. This service uses a competitive rate of interest and includes a service fee which will be a percentage on the amount converted. This will be displayed on the device at the time of purchase.

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

At participating locations in Europe, we will ask you if you wish to pay 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 pay your rental charges in your home currency, Dynamic Currency Conversion 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 our service fee)

#### **LOCAL CURRENCY**

If you choose to pay 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 at their own exchange

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.

rates and including their own fees, if any. Your credit card statement will indicate the rate of exchange used for that transaction.

## Electric Vehicle Terms (“EV Terms”)

### 1. When do these EV Terms apply?

1.1. 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.

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

1.3. 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.

## PICK UP

### 2. Choice of vehicle

**IMPORTANT:** 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

### 3. Caring for your EV

3.1. 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.

**IMPORTANT:** 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.

### 4. Range

4.1. 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.

## 5. Charging

5.1. 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.

5.2. 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.

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

5.3. CHARGING FOB/APP: For your convenience we may provide a Charging Fob when you rent an EV. This Charging Fob can be used with our **approved network** of charging stations (each a **Network Charging Station**) for a modest Convenience Fee to streamline your charging experience.

5.4. When using a Network Charging Station with the Charging Fob provided with the EV, you will not have to pay for charging 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 as well as our Convenience 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.

5.5. You can find more information about our Network Charging Stations [here](#). However, you can charge the EV at any public or private charging station at your sole discretion and you do not have to use the Charging Fob at Network Charging Stations.

**IMPORTANT:** 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, pay a deposit and may also incur other fees for charging the vehicle. You are responsible for any such registration (including accepting any terms and conditions and privacy policy) and any fees and we have no control over these.

5.6. 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.

5.7. 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).

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

5.8. 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.

5.9. 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.

**IMPORTANT: 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 Charge where applicable (see the Charges section below).**

## 6. Equipment

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

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

6.2. You will be responsible for returning the Charging Fob 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 then **charges** will apply (see Charges below).

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

6.4. 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.

**IMPORTANT: 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 us when using rapid/super chargers.**

6.5. Please **notify** our 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).

**IMPORTANT: 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). Please see Charges below.**

6.6. 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

### 7. Battery Status

7.1. 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:

7.2. We will record the EV's battery status before you collect the EV and measure it again on your return. You have the following options:

(a) **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.

(b) **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).

(c) Use our **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).

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.

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 [here](#) for more information).

We do not provide a refund for unused electricity. But 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
- we will recharge the EV back up to the pick up battery level for you and apply the standard Recharging Fees. Please see Charges below.

## 8. One Way Rental

8.1. 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.

## 9. Charges

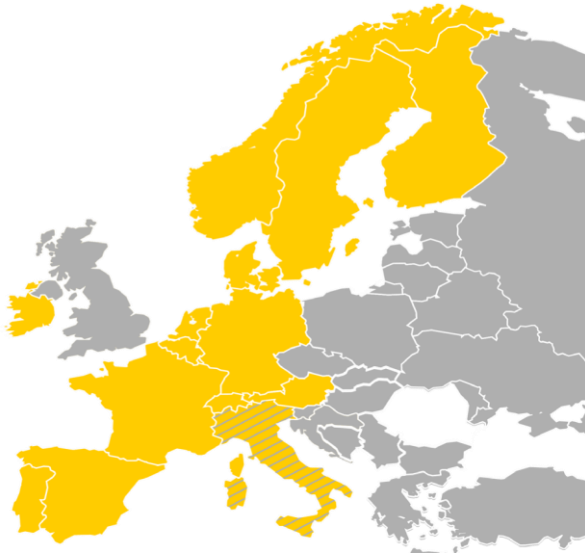
<b>Network Charging Station usage</b>	When you use a Network Charging Station using the Charging Fob provided with the EV we will pass on the total cost of your use of Network Charging Stations at the end of your rental – this includes the electricity consumed and, where charged by the supplier, a per transaction fee as well as our Convenience 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.
<b>Convenience Fee</b>	If you choose to use the Charging Fob when recharging the EV during your rental we will apply a modest Convenience Fee (per use) for this service as we remove the need to register with Charge Point Operators, pay a deposit to them and pay for recharging at the time of recharging. Use of the Charging Fob is entirely optional.
<b>Recharging Fee(s)/Service Fee</b>	<p>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 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.</p> <p>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.</p> <p><b>Service Fee = +€25 (inc VAT)/sterling equivalent</b></p>

<b>Charge Purchase Option (CPO)</b>	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).																														
<b>Key/Card</b>	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).																														
<b>Cable</b>	<p>If a cable is lost or damaged (other than fair wear and tear) you will be charged the replacement cost. This is excluded from SuperCover (if available).</p> <p>Replacement cost depends on cable type and location:</p> <table border="1"> <thead> <tr> <th>COUNTRY</th> <th>Mode 2 Cable (EV-to-Domestic)(inc VAT)</th> <th>Mode 3 Cable (EV-to-Charging Station) (inc VAT)</th> </tr> </thead> <tbody> <tr> <td>UK</td> <td>£432</td> <td>£432</td> </tr> <tr> <td>FR</td> <td>500€</td> <td>500€</td> </tr> <tr> <td>DE</td> <td>560€</td> <td>360€</td> </tr> <tr> <td>NL</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>BE</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>Lux</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>IT</td> <td>530€</td> <td>390€</td> </tr> <tr> <td>ES</td> <td>450€</td> <td>450€</td> </tr> <tr> <td>Other</td> <td colspan="2">400€ unless otherwise stated in Country Specific Terms.</td> </tr> </tbody> </table>	COUNTRY	Mode 2 Cable (EV-to-Domestic)(inc VAT)	Mode 3 Cable (EV-to-Charging Station) (inc VAT)	UK	£432	£432	FR	500€	500€	DE	560€	360€	NL	400€	400€	BE	400€	400€	Lux	400€	400€	IT	530€	390€	ES	450€	450€	Other	400€ unless otherwise stated in Country Specific Terms.	
COUNTRY	Mode 2 Cable (EV-to-Domestic)(inc VAT)	Mode 3 Cable (EV-to-Charging Station) (inc VAT)																													
UK	£432	£432																													
FR	500€	500€																													
DE	560€	360€																													
NL	400€	400€																													
BE	400€	400€																													
Lux	400€	400€																													
IT	530€	390€																													
ES	450€	450€																													
Other	400€ unless otherwise stated in Country Specific Terms.																														
<b>Charging Fob</b>	If the Charging Fob is lost or damaged (other than fair wear and tear) then you will be charged <b>€20 (or sterling equivalent) (inc VAT)</b> so that we can replace it. This is excluded from SuperCover (if available).																														
<b>Additional Usage Costs</b>	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 Charge</b> .																														
<b>Charging Station Damage</b>	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>Fines Administration Charge</b> for dealing with this.																														
<b>Charging Station Parking Fine / Idle Fee</b>	<p>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 Charge</b>.</p> <p>Please be aware of parking regulations (as is normal practice) at any site you visit. Separate parking fees may apply.</p>																														
<b>Damage Administration Charge</b>	Standard charge to recover our costs for dealing with loss or damage caused during your rental.																														

<b>Fines Administration Charge</b>	Standard charge to recover our costs for dealing with fines and charges incurred during your rental.
------------------------------------	--

## Country Specific Terms – Spain

### Travel Restrictions:



- Allowed for all vehicles
- Forbidden for Mercedes, Porsche, BMW and other Prestige or convertible cars
- Forbidden for all vehicles

### Driving restrictions – Forbidden Countries:

You must not drive or drop off a vehicle hired in Spain in a country marked as forbidden for that make/type, or forbidden for all vehicles, on the map above.

If you drive or drop off the vehicle in a forbidden country this will be a breach of our Rental Terms and all insurances and waivers (CDW, TP, SuperCover, PI), if taken out, will be invalidated.

You will be fully responsible for any damage or loss to the vehicle and will be liable for all consequential losses, including the cost of repatriating the damaged vehicle. Where applicable, you will be charged €2,317 liquidated damages to cover the 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.

### Driving Restrictions - Balearic Islands

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 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.

Driving Restrictions from mainland Spain to Canary Islands, Balearic Islands, Ceuta, Melilla and vice 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:**

Calling with a local mobile: 900 314 100

Calling with a foreign mobile: + 34 915 949 388

**Vans:**

Calling with a local mobile: 900 666 555

Calling with a foreign mobile: + 34 917 572 495

**Operation of Fleetco / Opcó, 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 [www.hertz.es/privacy-policy](http://www.hertz.es/privacy-policy).