



Your rental terms.

Everything you need to know about your Hertz rental.

BASICS

1. ADDITIONAL DRIVER

The person named on the reservation booking must be the main driver, present at time of rental and payer of any rental charges.

An additional drivers is possible with a fee of EUR 5.90 (including tax) per day. Only one additional driver is allowed by Hertz.

Additional drivers can be added to the rental agreement at any Hertz branch within the country where the vehicle was rented.

For further information please refer to "Age Restrictions and Exceptions" and "Driver's licence".

2. AGE RESTRICTIONS AND EXCEPTIONS

The minimum age for rentals in Malta is 21 years of age * for all vehicle groups. The maximum age for rentals in Malta is 75 years of age. There will be a supplementary charge of EUR 8.26 per day (including tax) for drivers under 25 years of age or over 70 years.

Requirements for corporate account customers may vary. Please contact the appropriate department.

3. AMENDMENTS, RESTRICTIONS, CANCELLATIONS-LOST RENTALS

LEISURE PREPAID RATES ONLY

Hertz applies Cancellation and No Show/Lost Rental charges on all prepaid rates booked from the following countries: Austria, Bahrain, Belgium, Denmark, Finland, France (including Andorra and Monaco), Germany, Greece, Ireland, Italy, Kuwait, Lebanon, Luxembourg, Netherlands, Norway, Oman, Qatar, Poland, Portugal, Russian Federation, Saudi Arabia, Spain, South Africa, Switzerland, Sweden, United Arab Emirates and United Kingdom.

4. CHANGES TO RESERVATIONS

1. Hertz allows you to make changes to a reservation up to three times:
 - a. Online by the 'Modify/Cancel' reservation page
 - b. By calling the Internet Helpdesk
2. No modification administration fee will be made for changes made online. Hertz reserves the right to charge an administration fee for changes made by calling the Internet Helpdesk.
3. Any change to a booking made online or through the call centre will be recalculated based on the availability and prices at the time the change is made. This may be greater or lesser than the price originally booked. This applies to changes made to:
 - a. Drop off location
 - b. Pick up date and time
 - c. Drop off time and date
 - d. Vehicle group
 - e. Airline and flight number
 - f. NeverLost
 - g. Child seats
 - h. All other additional products.
4. The lead customer name and the pick up location on a reservation cannot be changed. If you wish to change the lead name or the pick up location, then you must cancel the reservation (see below "Cancellations") and make a new reservation.
5. You will be asked to enter a valid credit card number at the end of a change to a prepaid reservation. This MUST be the same credit card that was used for the original reservation. If you wish to change the credit card, then the original reservation must be cancelled (see below "Cancellations") and a new reservation made.

6. If no cars are available for the location and date requested, then you will see the message: 'No cars available at this location for this date or duration'. You should try to change the dates or location for pick up.
7. If no prepaid rates are available for the location, date or other requests made, the customer will see the message: 'No prepaid available'. If you see this message, you may cancel the original reservation (see below "Cancellations") and make a new reservation if a non-prepaid rate is available.
8. CDP: A CDP code can be added to a reservation. However, there may be circumstances in which this CDP code is linked to a negotiated discount or rate that does not match Hertz retail prepaid rates. In this circumstance, you will see the error message: 'No prepaid available'. You may cancel the original reservation (See below "Cancellations") and make a new reservation adding the CDP number.
9. Hertz Gold Plus Rewards numbers cannot be added to an existing reservation online.

CANCELLATION

1. Hertz allows you to cancel a prepaid reservation:
 - a. online by the 'Modify/Cancel' reservation page
 - b. by calling the Internet Helpdesk
2. A full refund of the prepaid reservation will be made:
 - a. If the cancellation is made within 7 days of the original booking time;
 - b. Less an administrative fee of EUR 45.00, GBP 30.00, CHF 65.00, SEK 300.00, NOK 300.00, ZAR 450.00, DKK 300.00, AED 200.00, SAR 200.00, KWD 20.00, RUB 1,800.00, OMR 25.00, QAR 200.00, BHD 25.00, USD 60.00, PLN 200.00 if the cancellation is made after 7 days of the original booking time
3. Refunds will be made to the credit card that the original booking was made on.

CHANGES AT TIME OF PICKUP

If at the time of vehicle collection you wish to rent a larger car or rent for a longer period, you may do so, subject to availability, on payment of additional charges. Such charges will be quoted in the currency of the renting country and may be at a higher rate than those previously quoted.

NO SHOWS/LOST RENTALS: PREPAID RESERVATIONS (PAY ONLINE)

1. If you fail to cancel your reservation prior to the Pick Up Time and do not collect the vehicle on the Pick Up Date, or if you fail to comply with the pick up terms (refer Rental Qualifications & Requirements), we reserve the right to make a No Show/Lost Rental Charge of EUR 95.00, GBP 70.00, CHF 140.00, SEK 750.00, NOK 750.00, ZAR 1,050.00, DKK 700.00, AED 450.00, SAR 450.00, KWD 45.00, RUB 3,500.00, OMR 50.00, QAR 400.00, BHD 50.00, USD 130.00, PLN 400.00 which recovers our administration costs and compensates us for our inability to rent the vehicle when it was reserved for your use.
2. We will refund your prepayment, less the No Show/Lost Rental Charge, if you write to us within 90 days of the Pick Up Date at Hertz Prepaid Accounting Department, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Ireland requesting repayment and enclosing a copy of your Reservation Confirmation.

NO SHOW FEES: NON PREPAID RESERVATIONS (PAY AT LOCATION)

Your vehicle will be reserved and made available to you. Should you fail to pick up the vehicle within 1 hour from the pick up time and date, or in the case of airport rentals, within 2 hours of the flight arrival time if a flight number has been provided to Hertz, Hertz reserves the right to charge a No Show Fee. This fee will be EUR 65.00, GBP 65.00 or the equivalent in the destination currency, exclusive of VAT, as appropriate at station

closing time or Midnight at 24hr locations on the reserved pick up date. The fee will be to compensate Hertz for loss of revenue and costs incurred in reserving and preparing a vehicle. Currently applicable only to rentals in Europe (except in Switzerland) and where the reservation for that rental was also made in Europe.

EARLY RETURN

Please note that we are unable to give a refund if you return the vehicle early.

5. CHILD SEATS

Safety seats are not mandatory in Malta.

Hertz offers **safety seats** for children from 1 to 4 years (approximately from 9 to 18 Kg) from all locations and for all vehicle groups except for Compact SUV (G): **Suzuki Jimmy** or similar.

The additional fee is **€ 11.80** (including tax) per day and a maximum of **€ 82.60** (including tax) **per rental**.

Please note that a maximum of 2 seats are allowed per vehicle.

In case of loss or damage to the equipment during the rental a **penalty fee** in the amount of **EUR 109.83** (including tax) will be applied.

One-way rentals are allowed within Malta with no additional fee for the equipment.

This equipment cannot be booked via the Internet. For additional information and/or booking, please contact your Reservation Centre.

6. COLLISION DAMAGE WAIVER

Collision Damage Waiver is an optional* service which, if accepted, **reduces your financial liability for damage to the Hertz vehicle**, its parts and accessories, except for theft, attempted theft or vandalism, provided the vehicle is used in accordance with the terms and conditions of the rental agreement.

*CDW may be mandatory and included in some contract or preferential rates.

If **CDW is declined**, you will be responsible for the amount of the deductible - see table below. Regardless of whether CDW is accepted or included, all rentals are subject to a **non-waivable excess** for which you are responsible in the event of damage to the Hertz vehicle during the rental – see table below.

VEHICLE GROUP

(A - MCMR) **Peugeot 107** or similar
(A1 - MDAR) **Kia Picanto** or similar
(B - MDMR) **Kia Picanto** or similar
(C - ECMR) **Kia Picanto** or similar
(C1 - ECAR) **Opel Corsa** or similar
(D - MCAR) **Citroen C1** or similar
(F - SVMR) **Opel Zafira** or similar
(I - EDMR) **Opel Corsa** or similar
(J - IDMR) **Opel Corsa** or similar
(K - EDAR) **Kia Picanto** or similar
(M - DWMR) **Kia Ceed SW** or similar

You can further eliminate your excess liability – Please refer to “Super Cover (Excess Waiver)” in Rental Qualifications & Requirements.

If you choose to rely on your credit card for cover, we strongly recommend that you fully understand the terms and conditions of any cover provided by your credit card company before you decline any of our optional services.

7. DELIVERY-COLLECTION SERVICE

Hertz offers a delivery and collection service, however this option is not available for booking via the Internet. For information and/or booking, please contact your Reservation Centre.

8. DRIVER'S LICENSE

At the time of rental the driver must present a valid national driver's licence, which has been held for at least 1 year.

For all Non-European Union renters an International Driving Permit (IDP) is highly recommended. The IDP translates the national licence into various languages and is on its own, without the national licence, not acceptable.

Driver's licences issued by the **People's Republic of China** may be accepted provided you present an official Hertz Certification form.

Hertz China will issue this form on Hertz notepaper and will incorporate the Hertz China Corporate seal. A scanned copy of the original licence will appear on the Certification form. The Certification form is valid until the expiry date of the Driver's Licence. BOTH the Certification and the original licence **MUST** be produced at the time of rental.

If you hold a Driver's Licence issued in **Vietnam**, you need to present the original licence together with an authorised translation issued by the Vietnamese Ministry of Transport. If both documents are presented at time of rental these licences are acceptable worldwide.

Please also refer to "**Passport/Identity Card Information**".

9. DRIVING RESTRICTIONS-DRIVING ABROAD

Hertz vehicles cannot be driven and/or dropped off outside Malta.

Should these restrictions be ignored all insurance (Third Party Liability, CDW, TP, PAI), if accepted, shall be deemed, null and void. The driver will be held fully responsible in case of accidents and will bear all consequences, including the cost of repatriation of the damaged vehicle. For further information please contact your Reservation Centre.

10. ELECTRIC BICYCLES

You can now rent an **electric bicycle** from **Gzira, Sliema, Luqa and Gozo**.

The minimum **age** required is **18 years old**.

One way rentals are allowed at a fee of **EUR 5.90** (including tax). Electric Bicycle can only be driven **in Malta and Gozo**.

Delivery and Collection service is available at a fee of **EUR 10.00** (including tax) each way.

Additional Drivers are not allowed.

Collision Damage Waiver (**CDW**) and Theft Protection (**TP**) limit your liability in case of damage or theft of the vehicle to an amount

of **EUR 1,500.00** (including tax).

Hourly rates are available at location.

11. ESTIMATED MILEAGE

We have calculated the estimated mileage that will be used throughout the rental period, including any mileage used for delivery and collection of the vehicle if applicable.

An excess mileage charge may apply in accordance with product restrictions or negotiated contract terms.

For product restrictions, please refer to Rate Inclusions or your negotiated contract.

12. FERRY RESTRICTIONS

You are only allowed to take the vehicle onto the Gozo ferry.

All standard driving restrictions apply. Please refer to "Driving Restrictions-Driving Abroad".

13. FORMS OF PAYMENT

The following forms of payment are accepted when booking on the websites: **most major credit cards, some debit cards*, the Hertz Charge Card (HCC) and One Trip Travel Order (OTTO)**.

However, you may opt to pay by other means at termination of rental, subject to specific terms and conditions being met.

*If you made your booking with a debit card, you will need to present the debit card and one or more credit card (depending on the vehicle group) when picking-up the vehicle.

At the time of rental an authorisation is obtained on your credit card based on the CDW/TP non-waivable excess. There must be sufficient credit on your card to cover all charges. **Only** if Super Cover is purchased at the time of pick-up will the authorisation not be required.

For all "Pre-Pay Online" bookings, the person in whose name the vehicle is booked **MUST** be the person whose credit card is used.

The person who prepays the booking MUST be the person to whom the vehicle is rented.

Exceptions:

- Ryanair customers on a Ryanair Rate (RYW or RYAN),
- Travel agent bookings where IATA number is present,
- Third party bookings through an on-line retailer provided the booking is made in the name of a qualified renter (person who picks up the vehicle),
- Corporate account bookings made with a Corporate Lodge card and
- Prepaid bookings from source USA / Canada
The renter MUST produce the same credit card when picking up the vehicle that was used for the prepaid booking for identification and security reasons. If the card originally used has expired, been lost/stolen, you must produce the replacement card from the same card issuer. The card must be in your name and the issue/expiry dates should correspond to those of the original card.

CREDIT CARDS

Acceptable credit cards are: American Express, Diners Club, Enroute Card, Mastercard/ Eurocard, Moevenpick, VISA Card.

VOUCHERS

Full Credit Voucher (FCV) are accepted as a credit card. Limited Value Voucher (RCV) are accepted as cash.

Miscellaneous Charge Orders (MCO) are not accepted.

CASH

Cash or Charge card deposits are not accepted.

14. GRACE PERIOD

Extra day is charged after 29 minutes over 24 hour rental period.

15. LATE ARRIVAL POLICY

If you make a reservation specifying a pick-up location and you do not arrive at the specified pick-up location for the rental within an hour of the specified pick-up time, (or if the location closes before then, by the location's closing time), the reservation will expire.

However if you are arriving by airplane and have provided Hertz with flight details (including airline and flight number), the reservation will be held until one hour after the flight has landed and cleared. In the case of flight delay whereby the new arrival time is outside of the pick-up location opening hours, the location will remain open provided that the carrier has notified the delay and the new arrival time.

If you are a Hertz Gold Plus Rewards Member, the pick-up period will be extended to two hours in each case.

Please also refer to "Amendments, Cancellation, No-Show - Lost Rentals" in the Rental Qualifications & Requirements.

16. LOCATION SERVICE CHARGE

A Location Service Charge (LSC) in the amount of EUR 13.74 (including tax) will apply to all rentals with pick-up / drop off at Luqa International Airport.

Requirements for corporate account customers may vary. Please contact the appropriate department.

17. MAKING RESERVATIONS-LEGAL

Vehicle Rental rates quotes, reservations and prepayments

HERTZ AND YOU

The term "Hertz" means The Hertz Corporation and its subsidiaries worldwide. The term "Hertz" does not include independent car rental businesses using the "Hertz" trademark under a license from Hertz. (We call those independent businesses "Hertz licensees".)

The policies and procedures of Hertz licensees with respect to rate quotes, reservations and prepaid rental transactions (as those terms are used below) may differ from those of Hertz. As a consequence, if you obtain a rate quote from Hertz, make a reservation with Hertz or arrange with Hertz for a prepaid rental transaction and the quote, reservation or transaction involves a Hertz licensee, you may be advised that the rules appearing

below do not apply in one or more respects. If you receive such advice, that advice will supersede what appears below.

The term "you" means an individual wishing to rent a vehicle, who has contacted Hertz to obtain a rate quote, make a reservation or enter into a prepaid rental transaction, all as those terms are discussed below.

RATE QUOTES

Vehicle rental rates vary considerably from place to place and from time to time, and they change very frequently. You may contact Hertz to inquire about rates for vehicle rentals through a variety of channels, including reservations telephone lines, websites and computerized reservations systems such as those utilized by travel agents. Unless it is provided in connection with certain types of reservations, a rate quote you receive is merely indicative of the rates then being offered and creates neither legal rights nor practical expectations of vehicle availability or the continued applicability of the quoted rate. Rate quotes made in connection with reservations are covered by the rules appearing below.

RESERVATIONS

When you wish to make a reservation for the rental of a vehicle, you may contact Hertz through a variety of channels. A "reservation" for a vehicle rental is a notation in Hertz's records that you have expressed the desire and intention to rent a vehicle of a specified vehicle class from Hertz or a Hertz licensee at a specified time, date and location (the "pick-up" time, date and location), with the vehicle to be returned to Hertz or a Hertz licensee at a specified time, date and location (the "return" time, date and location), on the terms and conditions and subject to the rental qualifications and requirements that Hertz or the applicable Hertz licensee then imposes for such a rental. Pick-up and return times for reservations are always expressed in local time at the pick-up and return locations, respectively.

In general, Hertz accepts reservations only for a class of vehicles, and not for vehicles either of specific makes, model years or models or with particular characteristics not common to all vehicles in the class. The only exceptions to this rule occur when (i) you reserve a vehicle under the "Hertz Prestige Collection" program at a participating rental location or (ii) if you are a member of Hertz #1 Club and you reserve a vehicle under a program that is advertised as specifically allowing #1 Club members to reserve a particular make and model vehicle. In those two cases, and in no others, you may reserve a specific make and model of vehicle; however, the model year and other characteristics of the reserved vehicle are still subject to change, and any other limitations of which you are advised will apply.

When you seek to make a reservation, Hertz may decline to allow you to do so. If Hertz allows you to make a reservation, any legal obligations that arise – both for you and for Hertz or the applicable Hertz licensee – are discussed in detail below. The practical, nonlegal significance of your making a reservation is also discussed in detail below.

RENTAL QUALIFICATIONS AND REQUIREMENTS

The Hertz company or Hertz licensee operating a rental location at which you wish to rent may impose significant qualifications and requirements on people seeking to rent vehicles. Those include the possession of a valid driver's license, the satisfaction of minimum age requirements and the making of arrangements with respect to payment of rental charges that Hertz or the licensee deems satisfactory. Other, significant qualifications and requirements may also apply. You must satisfy all rental qualifications and requirements at the time of pick-up; it is not sufficient for you to meet them at the time of reservation. For full details, call Hertz's Reservations Centre or go to the website <http://www.hertz.com>.

RATES QUOTED IN CONNECTION WITH RESERVATIONS

QUOTED BASE RATE

When you make a reservation for a rental transaction, you will generally receive a quote for the applicable base rental rate (also known as time-and-mileage/kilometer charges) that, unless you are advised to the contrary, is exclusive of certain charges that may be assessed in connection with the rental, including but not limited to taxes, governmental surcharges, other surcharges, common facilities charges, drop charges, delivery and collection charges, expense reimbursements and recoveries and charges for optional products or services (such as allowing additional or younger individuals to operate the vehicle, fuel or fuel service, loss or collision damage waiver, theft protection, supplemental insurance products, child seats, ski racks, satellite radios and navigational aids). If you do not change any aspect of the reservation and the rental takes place in accordance with the reservation, then Hertz or the applicable Hertz licensee will honor the base rate quoted. If, before the rental takes place, you change the reservation with respect to the vehicle class, pick-up time, date or location or return time, date or location, then Hertz or the applicable Hertz licensee reserves the right to change the base rate applicable to the rental, so long as the changed rate is disclosed to you at or before the time the rental commences.

ESTIMATED ADDITIONAL CHARGES

When you make a reservation, in addition to being quoted a base rental rate, you may receive a quote of additional charges (other than charges for optional products and services) that Hertz expects will be assessed in connection with the rental but that are not included in the base rental rate that has been quoted. A quote for those charges is only a good faith estimate based on tax rates and other governmentally imposed charges that Hertz, at the time of the quote, expects will apply at the time of the rental.

If Hertz's expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates are unexpectedly increased after the quote is given – then you will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Hertz had expected at the time of reservation.

ESTIMATED TOTAL

When you make a reservation, in addition to being quoted a base rental rate and any estimate of the additional charges that are expected to be assessed in connection with the rental, you may receive a quote of the estimated, or approximate, total charge for the entire rental. Such a total will ordinarily be computed without regard to charges for optional products and services and charges that Hertz cannot, on the basis of the information available to it at the time, determine. Except in the case of prepaid rental transactions (which are discussed below), such a total will only be a good faith estimate based on tax rates and other governmentally imposed charges that Hertz, at the time of the quote, expects will apply at the time of the rental. If Hertz's expectations with respect to tax rates or other governmentally imposed charges are not realized – for example, if tax rates are unexpectedly increased after the quote is given – then you will be liable for the taxes and other governmentally imposed charges that actually apply at the time of rental, even if they are higher than Hertz had expected at the time of reservation.

ASSUMPTIONS MADE IN ESTIMATES

When it estimates additional and total charges in connection with a rate quote, Hertz must make assumptions. In particular, if the quoted base rental rate has a per-mile/kilometer component, then Hertz will compute its estimates based on assumptions regarding the distance that you will drive. Those assumptions may not reflect your driving plans, and as a result the actual costs of your rental may differ significantly from Hertz's estimates.

EXCEPTION – RESERVATION FOR DISTANT DATES

When you make a reservation for a rental transaction, you may be advised that the quoted rental rates for the specified pick-up time, date and place are "subject to change", "only indicative" or words of similar meaning. This typically occurs when the specified pick-up date is a number of months later than the date on which the reservation is being made. Such a reservation is called a "distant-date reservation". In the case of a distant-date reservation, Hertz or the applicable Hertz licensee reserves the right to change all the charges applicable to the rental, so long as the charges that will actually apply are disclosed to you at or before the time the rental commences. ***If you are making distant-date reservations, you may re-contact Hertz nearer to the indicated pick-up date in order to obtain a rate quote that is not subject to the qualifications just described.*** The preceding four paragraphs apply only to reservations that are not distant-date reservations.

TYPES OF RENTAL TRANSACTIONS AND RESERVATIONS; DEFINITION OF RESERVING AND RENTING COMPANIES

Hertz classifies rental transactions as "prepaid" and "non-prepaid". The characteristics of a "prepaid" rental transaction are described in detail below; one of the most important characteristics is that in such a transaction, you will pay some or all of the amount that will be due for the rental "up-front" (that is, shortly after you arrange for the rental). A "non-prepaid" rental transaction is any rental transaction that is not a prepaid rental transaction.

Hertz classifies reservations for rental transactions as "guaranteed", "confirmed" or "standby". The characteristics of "guaranteed" and "standby" reservations are described in detail below. A "confirmed" reservation is a reservation that Hertz makes without advising you that it is "guaranteed" or "standby". Hertz sometimes also takes "requests" for reservations; the characteristics of a "request" are also described below.

The term "Reserving Company", when used below with respect to any prepaid rental transaction or reservation, means (i) in the case of any transaction or reservation effected by a travel agent located in any of the countries or regions indicated below, by a telephone call placed from any of such countries or regions or by a web-based transaction in which the person making the reservation claims to be located in any of such countries or regions, the company indicated in the table below opposite the name of the country or region and (ii) in all other cases, Hertz Global Services Corporation, a Delaware (U.S.A.) corporation.

Country or Region	Reserving Company*
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United States of America	The Hertz Corporation (Delaware, U.S.A.)
Canada	Hertz Canada Limited
Brazil	Car Rental Systems Do Brasil Locacao De Veiculos Ltda.
European Economic Area	Hertz Europe Service Centre Limited
and Switzerland (Ireland)	
Australia	Hertz Australia Pty. Limited
New Zealand	Hertz New Zealand Limited

*Organized under the laws of the indicated country unless otherwise specified

The term "Renting Company", when used below with respect to any prepaid rental transaction or reservation, means the company (typically a Hertz company or a Hertz licensee) operating the rental location at which the vehicle has been reserved to be picked up.

PREPAID RENTAL TRANSACTIONS

When you enter into a prepaid rental transaction, you simultaneously (i) make a confirmed reservation with Hertz to rent a vehicle of a specified vehicle class from Hertz or a Hertz licensee at a specified pick-up time, date and location, with the vehicle to be returned at a specified return time, date and location, and (ii) pay, typically by a debit, credit or charge card debit processed soon after the reservation is made, the total rental charge

quoted at the time of reservation.

A prepaid rental transaction creates a two-party legal agreement between you and the applicable Reserving Company with the following terms:

A. If you arrive at the specified pick-up date and location, satisfy the then-applicable rental qualifications and requirements of the Renting Company and are willing to sign the document or documents constituting the rental agreement in the form presented by Renting Company, then the Reserving Company undertakes that the Renting Company will, within one hour of the later to occur of the specified pick-up time and your arrival at the rental counter, rent a vehicle of the specified class to you on the terms set forth in the rental agreement. The rental agreement will establish the legal obligations of you and the Renting Company with respect to the rental of the vehicle, and the legal obligations of the Reserving Company with respect to the rental of the vehicle will be solely those set forth in this paragraph and paragraphs B through L below.

B. If you rent a vehicle of the specified vehicle class from the Renting Company, abide by the terms of the rental agreement (including the obligation to return the vehicle at the specified return location at or before the specified return date and time, in the condition required by the rental agreement), purchase no optional products or services other than those expressly to be provided under the terms of the prepaid rental transaction and incur no additional charges (including charges for driving more than any mileage/kilometer limit that was disclosed at the time you agreed to enter into the transaction), then the Reserving Company undertakes that it will cause the Renting Company to accept the amount you previously paid to the Reserving Company as payment in full for the rental, even if the taxes and other governmentally imposed charges applicable to the rental are different from those expected at the time of reservation.

C. If you purchase any optional products or services that are not expressly to be provided under the terms of the prepaid rental transaction or incur any other additional charges (such as additional time charges if the vehicle is not returned on time, additional mileage/kilometer charges if the vehicle is driven more than a mileage/kilometer limit disclosed at the time you agreed to enter into the transaction, a service charge for failing to return the vehicle to the agreed return location or with the agreed amount of fuel in the tank, charges for loss or damage to the vehicle and charges for fines assessed against the vehicle's owner resulting from the use of the car by you or another person with your permission), then you will be solely responsible to the Renting Company for the charges for such optional products or services and for such other additional charges.

D. If you do not abide by the terms of the rental agreement or if your rented vehicle is lost, stolen or damaged, then the Renting Company will compute the total amount due to it under the terms of the rental agreement and the Reserving Company undertakes that it will cause the Renting Company, to the extent permitted by law, to apply the amount you previously paid to the Reserving Company toward the total amount due, with you being solely responsible to the Renting Company for the balance.

E. If you do not arrive at the specified pick-up location for the prepaid rental transaction at the scheduled pick-up time, then the reservation for the transaction will be held only until 11:59 p.m. (local time) on the specified pick-up date, unless the pick-up location closes before 11:59 p.m., in which case the reservation will be held until the closing time of the location.

OFF AIRPORT – RESERVATION HOLDS

Off Airport locations will hold your reservation for two (2) hours from the reserved pick up time, unless the customer calls their Reservation Center to change the time of arrival. Two (2) hours after the time of pick up,

the reserved vehicle will be made available for rental to another customer. Should the customer arrive after the two (2) hour period, Hertz will attempt to provide a vehicle, but cannot guarantee availability.

F. You may receive a complete refund from the Reserving Company of the amount you previously paid to the Reserving Company in connection with a prepaid rental transaction, without any deduction for liquidated damages, if you notify Hertz, either through a Hertz website, by a call to one of Hertz's Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the transaction and Hertz actually receives that notice at any time during the following period (the "Free Cancellation Period"): (i) if the specified pick-up location for the transaction is in Europe, the Middle East or Africa, the period commencing at the time the reservation is made and ending at the end (local time) of the calendar day following the day in which the reservation is made (or the specified pick-up date for the rental, if earlier) and (ii) if the specified pick-up location is anywhere else, the period commencing at the time the reservation is made and ending at the specified pick-up time and date.

G. With respect to any prepaid rental transaction where the specified pick-up location is in Europe, the Middle East or Africa, the following shall apply: If you notify Hertz, either through a Hertz website, by a call to one of Hertz's Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the transaction and Hertz actually receives that notice at any time after the end of the Free Cancellation Period and before the beginning (local time) of the specified pick-up date, then the Reserving Company will promptly, at your election, either refund the amount you previously paid to the Reserving Company, less liquidated damages in the amount described in the next sentence, or cause the payment, less liquidated damages in the amount described in the next sentence, to be applied toward another rental transaction

involving you and Hertz or a Hertz licensee. The amount that will be payable in accordance with the preceding sentence as liquidated damages will be the amount that you were told, at the time you made the reservation, would be retained as a "Cancellation Charge" (or words of comparable meaning) if you cancelled the reservation after the end of the Free Cancellation Period. This amount, when payable, is intended to be an estimate of the amount needed to compensate the Reserving Company and the Renting Company for the administrative costs they incurred in connection with the making of the reservation (including, without limitation, charges paid to charge, credit and debit card issuers and processors).

H. If you do not arrive at the specified pick-up location for the prepaid rental transaction by 11:59 p.m. (local time) on the pick-up date indicated in the reservation, or by the closing time of the location on that date, if earlier, then the reservation for the transaction will expire, and promptly upon your request, the Reserving Company will, at your election, either refund the amount you previously paid to the Reserving Company, less liquidated damages in the amount described in the next sentence, or apply the payment, less liquidated damages in the amount described in the next sentence, toward another rental transaction involving you and Hertz or a Hertz licensee. The amount that will be payable in accordance with the preceding sentence as liquidated damages will be the amount that you were told, at the time you made the reservation, would be retained by the Reserving Company as a "No-Show Fee" (or words of comparable meaning) if you did not enter into the rental transaction specified in the reservation. This amount, when payable, is intended to be an estimate of the amount needed to compensate the Reserving Company and the Renting Company for the administrative costs they incurred in connection with the making of the reservation (including, without limitation, charges paid to charge, credit and debit card issuers and

processors) and for the Renting Company's inability to rent the vehicle while it was reserved for your use.

I. As described below under "Conditions outside the Control of Hertz (Force Majeur)", if, as the result of events or conditions outside the control of the Reserving Company or the Renting Company, it is impracticable for the Reserving Company or the Renting Company to perform its obligations under paragraph A above, then either the Reserving Company or the Renting Company may cancel the prepaid rental transaction, in which case the Reserving Company will refund to you, without any deduction, the prepaid rental charge that it collected. Also, as described below under "General Conditions outside the Control of the Customer", if, as the result of general events or conditions outside your control, it is impracticable for you to perform your obligations under paragraph A above, then you will be excused from such obligations and the Reserving Company will, upon receipt of notification from you of the existence of such general conditions or events, refund to you, without deduction, the prepaid rental charge that it collected from you.

J. Neither the Reserving Company nor the Renting Company is responsible for consequential damages should either the Reserving Company or the Renting Company fail to meet its obligations in connection with a prepaid rental transaction. Similarly, you are not responsible for consequential damages should you fail to meet your obligations in connection with the transaction.

K. The Renting Company will be a third party beneficiary of the prepaid rental transaction. Nonetheless, you are not intended to, and the Reserving Company undertakes that you will not, have any obligation to the Renting Company to pay damages (liquidated or otherwise) to the Renting Company in the circumstances contemplated by paragraphs F, G, H and I above. The Renting Company's only rights in such circumstances will be those established under separate arrangements

between the Renting Company and the Reserving Company, the terms of which are not your responsibility.

L. The legal rights and obligations created by a prepaid rental transaction will be governed by the laws of the jurisdiction in which the pick-up location is situated, unless applicable law mandates that a different body of law govern (in which case the mandated body of law will govern). It is important to note that the obligations just described arise only when a prepaid rental transaction is entered into **directly with Hertz**. If you enter into an arrangement with a third party, such as a tour operator or the operator of a website offering prepaid vehicle rentals, then you will have whatever legal rights and obligations against that third party the arrangement creates, but you will not have any rights against Hertz or any Hertz licensee, and Hertz and its licensees will not have any obligations to you, unless and until you actually sign a document or documents constituting a rental agreement in the form presented by Hertz or the Hertz licensee.

This means that if, after you have entered into a prepaid rental arrangement with a third party, you do not actually enter into a rental agreement with a Renting Company for any reason – including failure of the third party to make an advance payment to the Renting Company that it would require in connection with the rental, the lack of availability of vehicles of the specified class, your failure to arrive at the rental location at the specified pick-up time and date, your inability to satisfy then-applicable rental qualifications and requirements or your unwillingness to sign the document or documents constituting the rental agreement in the form presented – then your sole legal recourse will be against the third party and not against the Renting Company (or any Hertz company). **Put simply, people making prepaid arrangements for car rental through third parties do so entirely at their own risk and without any promises from Hertz or its licensees.**

GUARANTEED RESERVATIONS

Hertz sometimes accepts "guaranteed reservations" for non-prepaid rental transactions. Guaranteed reservations generally involve vehicles Hertz classifies as "Special Equipment" (such as premium and luxury cars, sports utility vehicles and mini-vans). A guaranteed reservation is not the same as a prepaid rental, because you are not required to prepay all or a substantial portion of the overall cost of the rental when you make a guaranteed reservation.

When you make a guaranteed reservation, you will be told of a fee (a "No-show Fee") for which you will, under certain circumstances, be liable and will be required to provide Hertz with details of the debit, credit or charge card to be charged if the No-show Fee is incurred.

A guaranteed reservation creates a two-party legal agreement on the part of you and the applicable Reserving Company (as defined below) with the following terms:

1. The Reserving Company undertakes that it will cause the Renting Company (as defined below) to enter into the rental transaction specified in the reservation on the specified pick-up date, within one hour of the later to occur of the specified pick-up time and your arrival at the rental counter, so long as at that time, you (i) meet the Renting Company's then-applicable rental qualifications and requirements and (ii) are willing to sign the document or documents creating the rental agreement in the form presented by the Renting Company.

2. If you fail to enter into the rental transaction by 11:59 p.m. (local time) on the pick-up date specified in the reservation (or, if the specified pick-up location closes before 11:59 p.m., the location's closing time), then you will be obligated to pay to the Renting Company the No-show Fee, and in such event the Renting Company is authorized to charge the No-show Fee to the debit, credit or charge card account you specified when you made the reservation. The Reserving Company will not have any right

to any payment in connection with your failure to enter into the rental transaction.

3. The Reserving Company undertakes that it will cause the Renting Company not to charge you a No-show Fee if you notify Hertz, through a Hertz website, by a call to one of Hertz's Reservations Center numbers or by a letter to one of the addresses appearing below, that you wish to cancel the reservation and Hertz receives the notice (i) if the specified pick-up location for the transaction is in Europe, the Middle East or Africa, at any time before the end of the calendar day following the day the reservation is made (or the specified pick-up date for the rental, if earlier) and (ii) if the specified pick-up location for the transaction is anywhere else, at least 24 hours before the specified pick-up time and date.

4. As described below under "Conditions outside the Control of Hertz (Force Majeur)", if, as the result of events or conditions outside the control of the Reserving Company or the Renting Company, it is impracticable for the Reserving Company or the Renting Company to perform its obligations under paragraph 1 above, then the reservation will expire and you will not be charged a No-show Fee. Also, as described below under "General Conditions outside the Control of the Customer", if, as the result of general events or conditions outside your control, it is impracticable for you to perform your obligations under paragraph 1 above, the reservation will expire and you will not be charged a No-Show Fee (or if the No-Show Fee has been charged before you give notice to Hertz of the existence of such general events or conditions, the Reserving Company undertakes that it will cause the No-Show Fee to be promptly refunded to you by the Renting Company).

5. Neither the Reserving Company nor the Renting Company is responsible for consequential damages should the Reserving Company or the Renting Company fail to meet its obligations under the guaranteed reservation. Similarly, you are not responsible

for consequential damages should you fail to meet your obligations under the guaranteed reservation.

6. The Renting Company will be a third party beneficiary of the guaranteed reservation.

7. The legal rights and obligations created by the guaranteed reservation will be governed by the laws of the jurisdiction where the pick-up location is situated, unless applicable law mandates that a different body of law apply (in which case, the mandated body of law will apply).

STANDBY RESERVATIONS

Hertz sometimes takes "standby reservations" for non-prepaid rental transactions. Standby reservations generally involve vehicles of a class that Hertz classifies as "Special Equipment". A standby reservation is subordinate to all confirmed reservations for the same date and location. This means that if you have a standby reservation for a vehicle of a particular vehicle class, you will not be given the opportunity to rent a vehicle at the indicated pick-up time, date and location unless on that date and at that location, the Renting Company expects that it will have sufficient vehicles available to permit it to enter into all rental transactions for vehicles of all vehicle classes that are the subject of confirmed reservations.

CONFIRMED AND STANDBY RESERVATIONS NOT LEGALLY BINDING

Hertz does not charge for confirmed and standby reservations for non-prepaid rental transactions, and those types of reservations do not commit you to make the associated rental. Because of that, confirmed and standby reservations for non-prepaid rental transactions are not intended to give you any contractual or other legal right to compel Hertz or any Hertz licensee to enter into a rental transaction, nor is your making of such a reservation intended to give Hertz or any Hertz licensee the legal right either to compel you to enter into a rental transaction or to assess you with any type of penalty or charge in

the event that such a transaction does not occur.

IMPORTANT EXCEPTIONS:

1. The law in some places imposes a penalty on a rental company for its failure, in certain circumstances, to offer to rent a vehicle in accordance with a confirmed reservation.

Where that is the case, Hertz or the relevant Hertz licensee will do as the law requires.

2. Reservations not made in good faith, including but not limited to multiple reservations for a single rental transaction, reservations made for a rental to a person known not to meet the relevant rental qualifications and requirements, reservations made without the intention of actually entering into the associated rental transactions, reservations involving fraud or deceptive conduct and reservations effected through unauthorized use of Hertz's systems and facilities, are prohibited, and people making them will be liable to Hertz and its licensees for any consequent loss and expense, to the fullest extent permitted by law.

PRACTICAL CONSEQUENCES OF MAKING A CONFIRMED OR STANDBY RESERVATION

Although they are generally not legally obligated to do so, Renting Companies endeavor to fulfill confirmed and standby reservations for non-prepaid rentals of vehicles, subject to (i) vehicle availability, (ii) satisfaction by renters of the relevant Renting Company's then applicable rental qualifications and requirements, (iii) willingness of renters to sign the document or documents comprising the rental agreement in the form presented by the Renting Company and (iv) in the case of standby reservations, the Renting Company's ability to meet all confirmed reservations (as discussed above under "Standby Reservations"). Although once again they are generally not legally obligated to do so, Renting Companies endeavor to fulfill both confirmed and standby reservations for non-prepaid rentals of vehicles before offering the same vehicles for rental for the same periods to individuals who have not

made reservations (sometimes called "walk-ups").

EXPIRATION OF RESERVATIONS

If you make a reservation for a non-prepaid rental specifying a pick-up location in the United States of America or anywhere else in the world outside Europe, the Middle East and Africa and you fail to arrive at the pick-up location by 11:59 p.m. (local time) on the specified pick-up date (or, if the location closes before 11:59 p.m., by the location's closing time), the reservation will expire. If you make a reservation for a non-prepaid rental specifying a pick-up location in Europe, the Middle East or Africa and fail to arrive at the pick-up location within two hours of the specified pick-up time (or, if the location closes before then, by the location's closing time), the reservation will expire; however, (i) if you are arriving by airplane and have provided Hertz with flight details (including airline and flight number), the reservation will be held until the flight arrives or the pick-up location closes, whichever occurs first and (ii) if you have made a guaranteed reservation, it will be held until 11:59 p.m. (local time) on the specified pick-up date (or, if the pick-up location closes before 11:59 p.m., the location's closing time).

OFF AIRPORT - RESERVATION HOLDS

Off Airport locations will hold your reservation for two (2) hours from the reserved pick up time, unless the customer calls their Reservation Center to change the time of arrival. Two (2) hours after the time of pick up, the reserved vehicle will be made available for rental to another customer. Should the customer arrive after the two (2) hour period, Hertz will attempt to provide a vehicle, but cannot guarantee availability.

REQUESTS

Sometimes when you seek to make a reservation, Hertz will advise that a reservation cannot be confirmed at that time but that a further internal query will be made to determine if it can be. When that occurs, a reservation

is said to be "on request". In such a circumstance, you may be told to contact Hertz at a later date to determine the status of the request, or Hertz may undertake to contact you to advise of the status of the request. Unless and until Hertz subsequently advises you that a confirmed or standby reservation may now be made, all information Hertz provides with respect to the requested reservation, including any associated rate quote, is merely indicative of current conditions and should not create any expectations regarding either the likelihood that a confirmed or standby reservation will eventually be available or the rate or other terms that would apply if such a reservation were eventually determined to be available.

CONDITIONS OUTSIDE THE CONTROL OF HERTZ (FORCE MAJEURE)

If it is impracticable for the Reserving Company or the Renting Company to perform any of its obligations set forth in paragraph A under the heading "Prepaid Rental Transactions" or in paragraph 1 under the heading "Guaranteed Reservations" at the specified pickup time, date and location as the result of events or conditions beyond the Reserving Company's or the Renting Company's control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act, riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then (i) in the case of a guaranteed reservation, the reservation will expire, a No-show Fee will not be charged and the Reserving Company and the Renting Company will have no further obligations with respect to the reservation and (ii) in the case of a prepaid rental transaction, the transaction will be cancelled, the Reserving Company will promptly refund to you, without any deduction for liquidated damages, the prepaid rental charge that had been collected from you in respect of the transaction

and the Reserving Company and the Renting Company will have no further obligations with respect to the transaction.

GENERAL CONDITIONS OUTSIDE THE CONTROL OF THE CUSTOMER

If it is impracticable for you to perform any of your obligations set forth in paragraph A under the heading "Prepaid Rental Transactions" or in paragraph 1 under the heading "Guaranteed Reservations" at the specified pick-up time, date and location as the result of general events or conditions beyond your control, including, without limitation, any governmental act, flood, fire or other natural catastrophe, unusually severe weather (including wind, snow and ice storms), epidemic, Act of God, war, terrorist act, riot, insurrection, civil strife, national emergency, strike or other labor dispute, utility failure, failure or disruption of data processing or transmission or failure or disruption of access or supply, then (i) in the case of a guaranteed reservation, the reservation will expire, a No-show Fee either will not be charged or will, if it was charged before you gave notice to Hertz of the existence of such event or condition, be promptly refunded to you by the Renting Company and you will have no further obligations with respect to the reservation and (ii) in the case of a prepaid rental transaction, the transaction will be cancelled, the Reserving Company will promptly refund to you, without any deduction for liquidated damages, the prepaid rental charge that had been collected from you in respect of the transaction and you will have no further obligations with respect to the transaction. **You should note, however, that events and conditions that are beyond your control but that are not general in nature, including, without limitation, the condition of your health and the health of those traveling with you, will not excuse your performance of your obligations under a prepaid rental transaction or a guaranteed reservation; you should consider travel insurance or similar arrangements to protect you against unforeseen events and conditions that are specific to you and those traveling with you.**

ADDRESSES FOR CORRESPONDENCE

The notices to Hertz described above may be given through Hertz websites or by telephone calls to Hertz's reservations centres. They may also be made by letter addressed to any of the following addresses:

1. Reservations Department, The Hertz Corporation, P.O. Box 25301, Oklahoma City, OK 73125, U.S.A.;
2. Reservations Department, Hertz Europe Service Centre, Swords Business Park, Swords, Co. Dublin, Republic of Ireland;
3. Reservations Department, Hertz Australia Pty Limited, Level 6, 10 Dorcas Street, South Melbourne VIC 3205, Australia; or
4. Reservations Department, Hertz New Zealand Ltd., Private Bag 4716, Christchurch, New Zealand 8020

Please note that since notices are not effective until they are actually received by Hertz, time should be allowed for letters that are posted.

18. ONE WAY RENTALS

A one way rental is a rental which starts at one location and terminates at another. Availability is subject to location restrictions and vehicle type. A fee may apply for this service and will be advised at time of reservation.

For any driving restrictions within or outside Malta please refer to "Driving Restrictions-Driving Abroad".

For any further information please contact your Reservation Centre.

19. OUT OF HOURS INFORMATION

GENERAL REQUIREMENTS

Flight number is mandatory

OUT OF HOURS PICK-UP

FOR ALL RYANAIR CUSTOMERS:

Out of hours pick-up is confirmed with Ryanair flight number.

FOR ALL OTHER CUSTOMERS:

Out of hours pick-up is available between 00.00
- 07:59.

An additional fee of **EUR 23.60** (including tax)
will apply.

OUT OF HOURS RETURN

Out of hours return is available for all vehicle
groups. An additional fee of EUR 23.60 (including
tax) will apply. Please leave keys in the keybox.