



Your rental terms.

Everything you need to know about your Hertz rental.

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Agreement

Agreement

Your Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement") which includes a summary of your rental (e.g., length, optional services purchased and an estimate of charges to be paid). By signing the Rental Agreement, you indicate that the details in the Rental Agreement are correct as well as your acceptance of:

- the terms set out in the Rental Agreement;
- You agree to pay the rental rate for the vehicle, compulsory fees, fees for any optional services and other fees that may arise during your rental
- any Additional Terms provided, (together, the Agreement).

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

The Agreement is made with Melanesian Rentals Ltd, Rue D 'Artois Nambatu. P O Box 1297 – Port Vila – Vanuatu, trading as Hertz Vanuatu (we, us or our).

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

Note

Your rental charges are calculated in 24-hour periods from the time shown on the Rental Agreement. If you return the vehicle late you enter into a new 24-hour period and will be charged for that and every successive 24-hour period you enter at a current, standard rate.

To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day.

Responsibility

Ours:

- We are responsible for providing you with a vehicle in a safe and roadworthy condition and for replacing the vehicle in the event of breakdown, theft, or accident (unless there is a Prohibited Use of the vehicle).
- We are not responsible for statements made by travel agents or third-party booking services as they are not our employees or agents.

Yours:

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

Please read the Agreement carefully to understand your obligations in full

Disputes

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

Further information regarding our disputes process contact:

Hertz Vanuatu

Phone 678 22468

Monday–Friday 8:30am – 4:30pm

Email hertzvanuatu@hertz.vu

Privacy

When you rent with us, you consent to us collecting (including by vehicle tracking), storing, using, and disclosing your personal information in accordance with our Privacy Policy

Please see Annexure 4 (Privacy) for further information

Longer term rentals

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

Termination of Rental Agreement

- We reserve the right to terminate your Agreement at any time by providing 2 days written or verbal notice if:
 - » you have not paid an invoice or any other request for payment (whether verbal or in writing) or your Card is declined, or your bank reverses the charges made to your Card and you fail to pay the amount due within 24 hours of being notified by Hertz that the invoice is outstanding.
 - » we are required by the police or any other regulatory authority to take possession of the vehicle from you
 - » the vehicle is not returned by the agreed return date
 - » we reasonably believe you have materially breached, or are likely to materially breach, the Agreement; or
 - » we have reasonable grounds to believe there has been or likely to be a Prohibited Use of the vehicle.
- In the event of termination and/or repossession you will not be entitled to a refund of any part of the rental charges in so far as the termination and/or repossession is caused by your actions or omissions.
- We may terminate your Agreement at any time on 30 days' notice and take the vehicle back at any time at your expense.

The Vehicle

Definitions

All references in these rental terms to:

The Vehicle	means the motor vehicle described on the Rental Agreement including a commercial vehicle, or any alternate motor vehicle that Hertz supplies to you, whether as a replacement, upgrade or otherwise, and includes all vehicle parts, tyres, tools (supplied with the vehicle), and all other accessories or equipment in or fitted to the vehicle by the manufacturer or by Hertz, such as keys, child restraint seats.
4WD	means a vehicle capable of distributing power to all four wheels simultaneously by engaging 4-wheel drive mode and where the transmission has a high and low range option, but excludes an all-wheel drive vehicle which in normal operation distributes power differentially to each wheel; and
Commercial Vehicle	means a motor vehicle capable of carrying goods, 10 or more passengers and can be used for industrial and agricultural purposes

Condition

It is your responsibility to check the overall condition of the vehicle at the start of the rental period and on return. We will provide a summary of any pre-existing damage on our Vehicle Condition Report on your Rental Agreement.

Care

You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by making sure there is not a Prohibited Use of the vehicle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids are maintained at the specified level, refilling as necessary.

Maintenance

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

Fuel

We will supply your vehicle with a full tank of fuel. Where the tank is not full, we will provide you with a credit for the missing fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank on return at the price indicated on the Rental Agreement. You must only refuel with the type of fuel specified by Hertz location staff.

Important

Breakdowns

If you experience any problem with the vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the vehicle, and call us for assistance.

Important

Child Seats

It is your responsibility to ensure that appropriate child seats have been fitted for children travelling in the vehicle. Hertz is not responsible for any fines, injury, death, or other losses caused by not having child seats fitted in the vehicle or by children not being restrained in child seats fitted in the vehicle.



The Driver

As the renter You may allow other persons to drive the vehicle provided that you have checked that the person meets the age and licence requirements specified in this section and that they are either:

- a member of your immediate family who is permanently living with you;
- your employer, employee, fellow employee or partner and the rental of the vehicle is for business purposes; or
- a person who is contracted to perform work for you, or your employer, or an employee of a person or entity who is contracted to perform work for you, or your employer, and the rental of the vehicle relates to the performance of work; or
- any other person approved in writing by Hertz.

The Renter declares that:

To their knowledge, only they will drive the vehicle unless permission has been granted by Hertz and has never been convicted of an offence relating to driving a motor vehicle under the influence of liquor or drugs or with a blood alcohol level over the local limit.

You and any person driving the vehicle must be 21 years of age or over (unless approved beforehand in writing by Hertz) and must hold and present a current driver's licence that:

- is in English or, if not in English, is accompanied by a certified English translation;
- is valid for driving the reserved vehicle;
- is not a learner's permit;
- the driver has held for at least twelve consecutive months;
- the driver satisfies any other conditions on the Rental Agreement or in any Additional Terms.

If a driver does not meet the above requirements, they must be added to the rental as an additional driver and must show us their licence. An Additional Driver Fee is payable.



Prohibited Uses

If there is a Prohibited Use of the Vehicle, we may terminate the Agreement and take back the vehicle at any time at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses.

Hertz may terminate this Agreement and repossess the Vehicle without notice if Hertz suspects that Renter has breached this Agreement, if it is likely that damage or injury may occur, or if its use may contribute to an industrial dispute.

If Hertz repossess the vehicle under the any circumstances, the Renter remains liable to pay to Hertz all cost and charges he has already incurred under this Agreement including repossession costs.

Prohibited Uses of a vehicle are:

- you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle;
- the vehicle is damaged in the following ways:
 - » the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle;
 - » the driver caused undercarriage damage to the vehicle;
 - » a person sits or stands on the roof of the vehicle;
 - » the driver causes damage above the windscreen line to the front, rear or side of the vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering car parks with insufficient clearance) or securing luggage or other items to the vehicle's roof causing damage;
- the driver drove the vehicle existing damage where it is unsafe to drive, a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys;
- driving the vehicle while under the influence of any drug, substance, or intoxicating liquor (including Kava) to the extent that driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit.
- the fitting of objects to the interior or exterior of the vehicle that are not authorised by Hertz;
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in the vehicle;
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence);
- the use of the vehicle by a person who was not authorised by Hertz as the main or additional driver or did not meet the driver requirements in the Agreement;
- the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies, or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g., as a taxi or car sharing arrangement) unless Hertz consents in writing, or to carry cargo (except for commercial vehicles), for hire, reward, or payment of any kind;
- the vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed and acts as a breach of any Vanuatu Road Traffic Laws (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Hertz, in which case you have permission from Hertz to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle.
- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch, or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Hertz or off-road (e.g., on fire trails, tracks, fields, or paddocks) (unless specified in writing by Hertz).
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence in the applicable to local laws);
- the vehicle is used in a manner that, in Hertz's reasonable opinion, brings Hertz into disrepute or publicly associates Hertz with any particular political, religious, promotional, or activist position;
 - » Driving the vehicle for the transportation of property unless Renter at his cost first obtains all necessary Government approvals, permits or licences; and does everything required by Vanuatu Law which indemnifies Hertz in respect of any liability in this regard.
- the vehicle is driven in the following areas and the vehicle is not a 4WD:
 - » on unsealed roads or roads that are not gazetted (except for roads under repair, access roads to recognised camping or accommodation grounds)
 - » any other such location or region reasonably specified by Hertz to you as an area or region which is prohibited



Returning the Vehicle

The renter agrees to return the vehicle to the return location by the date and time stated on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply.

Vehicle must be in the same condition as it was when rented, excluding the event of fair wear and tear and/ or unforeseen breakdowns or defects.

Repossession of the vehicle

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

Variations

Change to time or location

If you want to change the return time or return location or arrange for us to collect the vehicle, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as the One Way Fee.

Wrong location

If the vehicle is returned to the wrong location without Hertz's prior approval, you may be charged the One Way Fee depending on the location where the vehicle was returned



Damage and Loss Responsibility

If you have an accident or if the vehicle is stolen, you agree to co-operate with us in any investigation or subsequent legal proceedings. The word "damage" includes loss of and damage to the vehicle, its tyres (including spares), tools, accessories and equipment, and all costs or expenses arising from such damage.

If the vehicle is lost, stolen, abandoned or damaged during the rental (eg. involved in an accident), for each incident you are responsible even if it was not your fault (e.g., other driver's fault). This liability applies except to the extent that:

- the damage constitutes fair, wear and tear on the basis that it does not fall within the definition of "Damage" specified in the Definition of Damage Flyer found online at www.hertz.com.au/damageflyer or provided to you at the start of your rental;
- the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the vehicle; or
- the damage or loss was caused by a third party, and you have complied with your obligations so that we have sufficient details about the third party and/or their insurer for us to recover the loss or damage from the third party and/ or their insurer. We may charge you the estimated damages or your applicable excess (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed; or
- the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation scheme.

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



Damage to Third Parties

Hertz has arranged an insurance policy for an unspecified amount against liability of Renter for damage to property of persons other than Renter or a member of his family or property in his physical or legal custody arising from the use of the Vehicle. The Renter acknowledges that whatever insurance is offered to him or taken out by him or by Hertz on his behalf, that Hertz is not and has not represented itself to be carrying on the business of insurance

Liability is not covered by the policy:

- Where Renter is entitled to indemnify under another insurance policy, or
- Where Renter is liable to Hertz for damage to the Vehicle unless that liability arises from a breach by his servant or agent of the Renter without Renters knowledge, or
- Where the vehicle is an articulated vehicle or part thereof, or
- Where the Vehicle is used by Renter to carry inflammable liquids, gases or solids having a true flash point under 22.8C or of any substances of an explosive or corrosive nature

In the event of claim, damage or loss to the vehicle, the renter agrees to be responsible for:

- Reporting accident/damage in the first available instance;
- Complete the Vehicle Incident Report (VIR) providing the details of your accident or the theft including any third-party information even if there is no damage to the vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return the vehicle.
- Not making or giving any offer, promise of payment, settlement, waiver, release, indemnity, or admission of liability.
- Costs to rectify all damage to glass, tyres, undercarriage, suspension, or mechanical components of the vehicle other than damage attributable to normal wear and tear for rectifying body damage other than caused by a specific collision on a public road:
- Cost to return the vehicle to Hertz where the vehicle cannot be driven as a result of damage or renter refusal or impairment, and a tow truck is required.
- All damage to the vehicle where there has been a breach by the Renter of this Agreement or where he has made an incorrect declaration or has driven on the wrong side of the road.
- Hertz or its insurer may at its own cost bring, defend, enforce, or settle any legal proceedings against third parties;
- completing and providing to Hertz within a reasonable time any statements, information, or assistance which Hertz or its insurer may reasonably require including attending at lawyer's office and at Court to give evidence.

If Renter has agreed to pay the "Excess Reduction Fee (ERF)":

- Renter is liable to Hertz for all damage up to the limit published on the Rental Agreement.
- Renter is liable for all damage to the vehicle and to the property of third parties caused by contract between the vehicle and the objects overhanging or obscuring the path of the Vehicle at or above roof level of the driver's cabin; and
- Notwithstanding anything contained in the Agreement and whether the renter is liable for damage to the vehicle during time of hire the renter shall be responsible for any excess payable as a result of any insurance claim made for damage caused during time of hire.



Payment

Renter agrees to pay Hertz on demand:

- All charges in accordance with this Agreement and the appropriate Hertz Rates brochure current at the date of commencement of the Rental. Note: Distance charges are measured by using the vehicle's odometer.
- All amounts payable by Hertz or Renter arising out of the use of the Vehicle by the Renter or imposed on Hertz or on the Renter by any Government or other competent authority, and
- All costs for which the Renter is liable to Hertz under this Agreement in respect to damage, loss or otherwise;
- Fuel and oils supplied to the Vehicle by Hertz
- All taxes, charges levies and tolls payable to any authority for the rental period plus legal fees for any claim



Liability of Hertz

Hertz gives no warranty as to the condition of the vehicle, but nothing herein restricts the Renter from exercising his rights and remedies under the law of the Republic of Vanuatu. Where those laws permit Hertz to limit liability for breach of implied conditions or warranty, Hertz limits liability to replacement, repair, or resupply and in particular Hertz is not liable for any indirect or consequential loss or damage; and

Hertz is not liable to any person and Renter indemnifies Hertz for any loss or damage to any property stolen from the vehicle or otherwise lost during hiring or any property left in the vehicle after its return to Hertz.