



YOUR RENTAL TERMS

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RENTAL TERMS – KEY FACTS

This is a summary of what is included and not included in your rental and also options available to enhance your experience. Please ask our counter staff if you need more information. For full information, please read the **Rental Terms** in this booklet. You can also refer to our website www.auforent.com.au for the **Rental Terms** and extra details about prices, products and locations.

IMPORTANT INFORMATION

- DAMAGE TO VEHICLE:** You are liable for any loss or damage to the vehicle (and related losses and fees) during the rental even if it is not your fault, subject to some exceptions. The maximum amount you must pay is the Accident Damage Excess (**ADE**) per incident. You can use some of the Optional Renter Protection Services to reduce or eliminate this liability. However, if the loss or damage is caused by the vehicle being used for a Prohibited Use, you will be liable for the loss or damage up to the full value of the vehicle (and related losses and fees) and third party property damage. There is a separate (higher) non-reducible excess (liability amount specified on your Rental Agreement) for driving or manoeuvring which results in damage on unsealed roads or overhead damage (front, side or rear damage above the windscreen line). You cannot rely on any Optional Renter Protections Services you may have purchased to reduce this liability. See Pages 6-7 for details of **Damage and Loss**.
- PROHIBITED USE:** Prohibited Use includes driving recklessly or failing to safeguard the vehicle (e.g. leaving keys in vehicle) or if the vehicle is driven by an unauthorised driver. See Pages 4-5 for full list of **Prohibited Uses**.
- OPTIONAL RENTER PROTECTION SERVICES:** You may reduce the ADE by purchasing Accident Excess Reduction (**AER**), or eliminate the ADE by purchasing Maximum Protection Cover (**MAX**). However, if the vehicle is used for a Prohibited Use, you cannot rely on AER or MAX or any other Optional Renter Protection Service to reduce or eliminate your liability. See Pages 7 and 13 for details of the **Optional Renter Protection Services**.
- PERSONAL POSSESSIONS IN THE VEHICLE:** We are not responsible for any loss or damage to your personal possessions in the vehicle or to those of your passengers, even in the event of an accident or theft of the vehicle.
- PICK UP:** You should check the vehicle for damage before you drive away and record any variations on the Vehicle Condition Report in conjunction with our Staff Member. You are invited to take a time-and-date-stamped photograph of the relevant pre-existing damage before leaving the rental location and show our representative on return.
- ROADSIDE ASSISTANCE:** We cover defects with the vehicle but there is a fee for incidents which are your fault (e.g. running out of fuel, leaving the lights on and flattening the battery, losing the keys or locking the keys in the vehicle).
- RETURN:** You may incur additional charges if you return the vehicle at a different time or place from that which is agreed with us or if the vehicle is in an excessively dirty or smelly condition. Smoking in the vehicle is prohibited and will incur an extra charge.
- OUT OF HOURS RETURN:** If we agree to your returning outside our location's hours, you will be responsible for the vehicle until our staff regain possession of it when our location re-opens.

CONTACTS AND REMEDIES:

See **Annexure 6 (Contacts)** on Page 16 for full contact details.

- You may telephone or visit us during your rental or check with our **location staff** at end of rental.
- After rental, you may email phone or write to us and we will strive to resolve any issues.
- If still not satisfied, you may contact the Australian Competition and Consumer Commission (ACCC) or your local state or territory consumer protection agency.

WHAT IS INCLUDED IN THE RENTAL RATE

KILOMETRE ALLOWANCE: The kilometre allowance will be shown on your Rental Agreement and may vary depending on the type of vehicle and the rental location. If you exceed this allowance, a charge will apply for the excess distance covered.

LOSS OR DAMAGE ABOVE THE ACCIDENT DAMAGE EXCESS (ADE): Your liability for loss or damage to the vehicle is limited to the ADE unless the vehicle is used for a Prohibited Use, in which case you will be fully liable for any loss or damage. There is a separate (higher) non-reducible excess (liability amount specified on your Rental Agreement) for driving or manoeuvring which results in damage on unsealed roads or overhead damage (front, side or rear damage above the windscreen line).

BREAKDOWN ROADSIDE ASSISTANCE: There is a basic breakdown service included in your rental to cover call outs for mechanical faults. This is at our expense where you are not at fault and at your expense when you are at fault.

WHAT IS NOT INCLUDED IN THE RENTAL RATE

FUEL: We provide a **full tank** of fuel at the start of the rental. or a credit for the extent to which the tank is not full. You can either return the vehicle full or pay for us to refill the tank for you at the cost shown on your Rental Agreement.

You have the option to add items to your rental for an additional charge, e.g.:

- Additional drivers** – We will need to see their driver licences.
- Additional equipment** – Campervan equipment – Trailer - GPS – Child Seats – etc.

Optional Renter Protection Services: See **Annexure 4** on Page 13 for what is available at an additional charge to reduce or eliminate your liability to us for loss or damage to the vehicle (but with full liability remaining for a Prohibited Use).

A range of **fees and charges** may apply to your rental. See **Annexure 1 (Charges Explained)**. The amounts may also be specified in the Rental Agreement provided to you on pick up.

We do not cover you for **Parking and traffic fines** incurred during your rental or for **Private parking charges** or for **Road tolls**. If we receive notices of fines and parking charges incurred during your rental, we will give the authorities your name address and driver licence details, and also charge a Processing Fee. This charge will be debited to your Card.

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 taken 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**;
 - these **Rental Terms** including Annexures & Key Facts; and
 - any **Additional Terms** provided, together, the **Agreement**.
- The Agreement is made with AutoRent Pty Ltd ABN 74 009 509 988, Hertz International Sublicensee for Tasmania, of 58 Paterson Street, Launceston Tasmania 7250, (**Hertz** or **we**).
- The Agreement is governed by the laws of the State of Tasmania Australia.
- If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

RESPONSIBILITY – Ours:

- We are responsible to you for providing the vehicle in a good overall and operating condition and for replacing the vehicle in the event of breakdown, theft or accident (unless caused by a Prohibited Use or unless in our reasonable opinion you are not physically or psychologically fit to safely operate a replacement vehicle).
- You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you under the Agreement which we cannot exclude or limit (**Consumer Law Liability**).
- Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.
- Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.
- Travel agents and third party booking services are not our employees or agents and we are not responsible for statements made by them.

RESPONSIBILITY – 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, is true and correct. **Please read the Agreement carefully to understand your obligations in full.**

DISPUTES

We aim to resolve all complaints and disputes amicably and promptly. For further information, please:

- phone us on 1300 030 222; or
- email us admin@autorent.com.au

See **Annexure 6 (Contacts)** on Page 16 for a full list of contacts

PRIVACY

When you rent with us, you consent to us collecting (including by in-vehicle tracking through an In-Vehicle Monitoring System), using and disclosing your personal information in accordance with our **Privacy Policy** which is available at www.hertz.com.au/privacypolicy or from any Hertz rental location.

If we provide you with credit, our **Credit Policy** together with our **Statement of Notifiable Matters** which are available at www.hertz.com.au/creditpolicy and www.hertz.com.au/sonm or from any Hertz rental location, will also apply to our collection, use and disclosure of your credit information and credit-eligibility information (**credit-related information**),

- Please see **Annexure 5 (Privacy & Credit Notice)** on Pages 14-15 for further information we are required to tell you when we collect your personal information and credit-related information, including the purposes for which your information is collected.

LONGER TERM RENTALS:

- Where your rental is for 30 days or longer you will be invoiced at the beginning or during or at the end of each 30 day period or otherwise as agreed with us and additional funds must be paid when due.
- 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 issued in relation to that longer term rental and you fail to pay the invoice within 24 hours of being notified by us that the invoice is outstanding;
 - we reasonably believe you have breached, or are likely to breach, the Agreement; or
 - we have reasonable grounds to believe that the vehicle has been used for a Prohibited Use.
- We may terminate your Agreement at any time on 30 days' notice.
- Any terms of the Agreement which are intended to apply after the termination of the Agreement, will survive including the terms in Damage and Loss on Pages 6-7.

CHARGES

- You agree to pay the rental rate for the vehicle, compulsory fees, fees for any optional services and other fees which may arise during your rental. Please see **Annexure 1 (Charges Explained)** for an explanation of these fees.
- Your Rental Agreement shows an estimate of any charges agreed to at the start of the rental (if the charges have not been prepaid). You agree to pay those charges and any other fees which arise by the end of the rental period.

IMPORTANT: We typically reserve an amount on your credit card (or take a deposit) at least equal to the estimated charges plus a security bond (as shown on your Rental Agreement). This reserved amount is released (or deposit refunded) by the card issuer after return of the vehicle and following payment of the rental charges. For a further explanation on the Rental Agreement charges, please discuss with **our location staff at time of pick-up or check online** before travelling at www.hertz.com.au/qr

VEHICLE

- **Definitions:** All references in these Rental Terms to "the **vehicle**" means the motor vehicle described on the Rental Agreement or any substitute motor vehicle which we supply 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 us, such as keys, child restraint seats, GPS devices and In-Vehicle Monitoring Systems;
- **Condition:** It is your responsibility to check for damage to the vehicle at the start of the rental. We will provide a summary of any pre-existing damage (not including fair wear and tear) in our **Vehicle Condition Report** with your Rental Agreement.
- **Care:** You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by making sure the vehicle is not used for a **Prohibited Use** (defined below). You must also make sure you use the correct fuel and check the tyres, oil and other fluids, refilling as necessary.

IMPORTANT: You are responsible for returning the vehicle in the same condition as when we provided it to you, subject to fair wear and tear. Our fair wear and tear guide can be found online at www.hertz.com.au/fwt. Please see the **Damage and Loss** section on Pages 6-7 to understand your responsibility for damage and loss to the vehicle and **Annexure 3 (Damage Policy)** on Page 12 to understand how we will process damage occurring during your rental.

- **Fuel:** We will supply your vehicle with a full tank of fuel or, if 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. Please see **Annexure 2 (Fuel Policy)** for a full explanation.
- **Child seats:** It is your responsibility to ensure that appropriate child seats have been correctly fitted for children travelling in the vehicle. We are 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 correctly restrained in child seats fitted in the vehicle.

IMPORTANT:

- You must comply with mandated seat belt and child seat restraint laws applicable in Tasmania. Fines may be imposed on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint for a child.
- You are responsible for checking that a mandated child seat is correctly fitted.
- You must not leave your child unattended in the vehicle.

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 to us for that loss or damage up to the full value of the vehicle and also related losses and fees as explained in the **'Damage and Loss'** section on Pages 6-7. **Prohibited Uses** of a vehicle are:

- you or your passengers acting recklessly or with gross incompetence or negligence or with deliberate intent to cause loss of or damage to the vehicle including, but not limited to, where:
 - the driver causes the vehicle to roll, tip or fall over and this causes damage to the side and/or roof area of the vehicle;
 - the driver causes undercarriage damage to the vehicle;
 - you or your passengers sit or stand on the bonnet (hood) or roof or boot (trunk) lid of the vehicle;
 - driving and manoeuvring the vehicle results in damage occurring 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 driving into a barrier in a car park before it fully opens; or
 - the driver drives the vehicle with a flat tyre, ignores a warning light, puts the wrong fuel in the vehicle or loses the keys.
- driving the vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that the 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 Tasmanian 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 otherwise required by law, then the driver is deemed to be over the legal limit;
- smoking in the vehicle or returning it in an excessively dirty or smelly condition;

- fitting objects to the interior or exterior of the vehicle without our prior consent;
- failing to take reasonable precautions to safeguard the vehicle, leaving windows open, leaving keys in the vehicle, or failing to keep the vehicle locked when unoccupied;
- using the vehicle to commit an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a driver licence in Tasmania);
- allowing the use of the vehicle by a person who is not authorised by us as the main or additional driver or who does not meet the driver requirements in the Agreement;
- using the vehicle on a racetrack or for racing or for undertaking reliability trials rallies or other contests or in practice for them;
- sub-renting, transferring or selling the vehicle;
- using the vehicle to carry passengers for hire fare remuneration or reward (e.g. as a taxi driver or as a tour operator or in a car sharing arrangement) unless we consent in writing beforehand;
- using the vehicle to haul any hazardous materials (e.g. any gases or substances which may form explosive mixtures) or any goods which are incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed; or
- using the vehicle to tow a trailer or any other vehicle, unless the vehicle has a towbar fitted by us, in which case you have our permission to tow a trailer provided that the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle; see the vehicle capacity guide in the following link www.hertz.com.au/vehiclecapacity;
- overloading the vehicle with passengers and/or baggage;
- driving the vehicle 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 in an avoidable natural disaster including fire, storm or cyclone;
- driving the vehicle in restricted areas, including airport service roads and associated areas (unless permitted in writing by us), or on a road notified to you as prohibited by us or off-road (e.g. on fire trails, tracks, fields or paddocks);
- removing the vehicle from mainland Tasmania without our prior written consent (except that the vehicle may be taken to Bruny Island).

IMPORTANT – Alpine Regions:

- The vehicle should not be driven in the snow without our prior consent. Confirm with us beforehand whether the vehicle you are renting can be driven to the snow.
- If travelling to the snow and if snow chains are required, ensure that you remove plastic hub caps before fitting snow chains. Remember to tighten chains after 50m in order to avoid damage to the rims. Also remember to put the hub caps back on the vehicle when the chains are removed.
- Travel in Alpine Regions incurs whatever accident damage excess is applicable including damage from snow chains.
- You may choose to purchase an Optional Renter Protection Service. For full details see **Annexure 4 (Optional Renter Protection Services)** on Page 13.

IMPORTANT – If there is any Prohibited Use of the vehicle:

- you will be responsible for any damage or losses up to the full value of the vehicle and for other fees, related losses and expenses including towing as explained in the **'Damage and Loss'** section on Pages 6-7
- your liability is not limited to the Accident Damage Excess (**ADE**);
- you will lose the benefit of any Optional Renter Protection Services you have purchased; and
- we may terminate the Agreement and take back the vehicle at any time at your expense.

DRIVERS

- You and any person driving the vehicle must be 21 years of age or over (unless approved beforehand in writing by us) and must hold and present a current driver licence which:
 - is in English or, if not in English, is accompanied by a certified English translation;
 - is valid for driving the vehicle;
 - is not a learner's permit;
 - the driver has held for at least 3 years; and
 - satisfies any other conditions on the Rental Agreement or in any Additional Terms.
- If the vehicle is from Hertz's Prestige, Adrenaline or Dream collection, you and any person driving the vehicle must be at least 25 years of age (unless approved in writing beforehand by us).
- You must not allow any other people to drive the vehicle unless they have each presented us with a valid driver licence and we have added them to the Agreement as authorised by us to drive.

IN-VEHICLE MONITORING SYSTEM (IVMS)

Our vehicles may be fitted with an IVMS which tracks and records the geographical location, distance and speed of the vehicle during the rental period. You agree that we can use the IVMS to track and record your location and your use of the vehicle, which may also include your personal information; see **Annexure 5 (Privacy & Credit Notice)** on Pages 14-15.

FINES, TOLLS AND OTHER CHARGES

- You are responsible for all traffic and parking fines and charges (including road tolls) incurred in relation to the vehicle during the rental period. We will work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you the Processing Fee. This charge will be processed on your Card as detailed in the **Charges** section on Pages 9-10.

IMPORTANT: In addition to any fine, parking charge or toll which you incur, we may also apply a **Processing Fee** to reimburse us for the time and costs we incur in dealing with these matters; see **Annexure 1 (Charges Explained)**.

BREAKDOWN

- Assistance:** If you experience any problem with the vehicle because of mechanical failure you agree to stop driving as soon as practicable, park the vehicle and call our roadside assistance – see **Annexure 6 (Contacts)** – and they will arrange help. You must not re-commence driving the vehicle unless directed to do so by the roadside assistance service.
- Cost:** We will provide roadside assistance without cost to you for problems with the vehicle which were not your fault. If the problem was your fault (e.g. running out of fuel, leaving one or more lights on and running the battery flat, losing the keys or locking the keys in the vehicle), you will be responsible to us for the cost of roadside assistance and any parts provided. See **Annexure 1 (Charges Explained)** regarding roadside assistance charges.
- You must not allow anyone other than roadside assistance to service or repair the vehicle without our prior permission.

ACCIDENTS: 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. You must also take the following steps.

- Notification:** You must inform our nearest location in the event of any accident irrespective of whether it results in the vehicle being damaged or lost, or in the event of theft. Report the accident to the **police** as soon as you can if anyone has been killed or injured, or if details were not exchanged by you and any other drivers involved or if any vehicle involved was towed or carried away; this can be done online at <https://www.reportacrash.police.tas.gov.au/TCR/crashReport/welcome>.
- Vehicle Incident Report (VIR):** Complete the 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. It is available at our rental locations or online at www.autorent.com.au/vir
- Do Not Admit Fault:** You must provide us with the name address and telephone number of any other drivers involved, their insurance and driver licence details, description and registration number of any other vehicles and a copy of your statement to the police if you have made one to them.
- Further details regarding accidents are in **Annexure 3 (Damage Policy)** on Page 12.

IMPORTANT

- You must provide all information related to any accident loss or damage within 48 hours of any requests made by us, including any papers or other documents received by you concerning the accident loss or damage.
- You consent to and authorise us to obtain copies of police witness statements or reports made in relation to the accident or any police charges against you.
- We may exercise reasonable discretion to terminate your rental of the vehicle and not provide a replacement if the accident or theft was caused by a Prohibited Use of the vehicle. For the full list of **Prohibited Uses**, see Pages 4-5.

DAMAGE AND LOSS – Liability: If the vehicle is lost, stolen, abandoned or damaged during the rental (e.g. involved in an accident), you are liable for each incident even if it was not your fault (e.g. another 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.autorent.com.au/damageflyer or provided to you at the start of your rental;
- the loss or damage is directly caused by 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 under the **Accidents** section on Pages 6-7 so that we have sufficient details about the third party 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 the lesser) per incident and if the loss or damage is recovered from a third party, we will refund you any difference owed; or
- the damage comprises personal injuries covered by Tasmania's statutory transport accident compensation scheme.

Incident Damages: If the vehicle is lost, stolen or damaged, for each incident you are responsible for:

- the loss or damage to the vehicle;
 - the Hertz Claims Management Fee and External Damage Assessment Fee;
 - any towing and storage charges;
 - loss of rental income; and
 - other losses or expenses related to the incident,
- up to the Accident Damage Excess (ADE) amount per incident.**

Calculation of loss of rental income: Loss of rental income will be calculated by multiplying the number of days the vehicle is unavailable to rent (because of repairs or replacement) by 70% of the then current daily rental rate of that vehicle.

Optional Renter Protection Services

- If you have purchased Maximum Protection Cover (**MAX**), your liability for loss or damage to the vehicle (and other Incident Damages – see above) is zero, unless the damage is caused by a Prohibited Use.
- If you have purchased Accident Excess Reduction cover (**AER**), your liability for loss or damage to the vehicle (and other Incident Damages – see above) is capped at the reduced amount specified in the Rental Agreement, unless the damage is caused by a Prohibited Use.

Consequence of using vehicle for a Prohibited Use

- If there is a Prohibited Use and this causes, or contributes to, loss or damage to the vehicle, you are liable to us for that loss or damage up to the **full value of the vehicle**. You are also liable for:
 - the Hertz Claims Management Fee and External Damage Assessment Fee if there is damage to the body of the vehicle;
 - the Processing Fees for other types of loss or damage (e.g. cleaning because of smoking in the vehicle or because of animal hair or odour);
 - any towing and storage charges;
 - loss of rental income; and
 - other losses or expenses related to the incident.
- Your liability to us will **not** be limited to the ADE, and MAX and AER will **not** apply to eliminate or reduce this liability. Other Optional Renter Protection Services you may purchase will not apply to limit your liability.
- You are responsible for any third party property damage or loss arising from the Prohibited Use of the vehicle and you must indemnify us for any claim made against us for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory scheme for transport accident compensation in the State of Tasmania, subject to the conditions and limitations of that scheme.
- 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. For details of the Hertz Claims Management Fee, the External Damage Assessment Fee or the Processing Fees, see **Annexure 1 (Charges Explained)** and available online at www.hertz.com.au/chargesexplained.

IMPORTANT:

If the vehicle is lost or damaged because of a Prohibited Use, you are responsible for:

- cost of repairs or the full value of the vehicle;
- the Hertz Claims Management Fee and the External Damage Assessment Fee, or Administration Fee;
- any towing or storage charges;
- loss of rental income; and
- other losses or expenses related to the incident.

If there is a Prohibited Use of the vehicle, to the extent allowed under applicable law, your liability will not be limited to the ADE and our Optional Renter Protection Services will be void. For the full list of **Prohibited Uses**, see Pages 4-5.

Calculating and charging for damage

- If the vehicle is lost, stolen or damaged and MAX or AER does not apply, we will charge your Card (as defined in **Annexure 1 (Charges Explained)**) with an amount reasonably estimated by us as being the Incident Damages up to the level of the ADE as stated on your rental agreement. If MAX or AER does apply, this amount will be capped at the applicable excess amount.
- If the actual amount of the Incident Damages is less than the amount charged to your Card, we will refund the difference.
- For details on how we calculate loss or damage to the vehicle and how we will charge you, see **Annexure 3 (Damage Policy)**.

Security: You are responsible for the security of the vehicle and any accessories provided and you should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure that the vehicle is locked. You must also comply with our return instructions; see **Return** below.

Purchase of insurance from third party: If you have purchased **excess waiver insurance** (or similar) from a third party to cover your liability to us, you will remain liable for payment to us at the time of the accident damage or incident, irrespective of whether you obtain reimbursement from your insurer.

Personal possessions: You are responsible for loss of or damage to your personal possessions in the vehicle, and those of your passengers, even if it was not your fault. Your liability will not be limited to the ADE. Loss of or damage to personal possessions is not covered by MAX or AER.

RETURN PROCEDURE: You must return the vehicle to the return location by the date and time stated on your Rental Agreement, or as otherwise agreed with us beforehand, or additional charges may apply; see **Variations** below.

Outside Operating Hours: You may return the vehicle outside our location's opening hours if you have our prior agreement, in which case you must do as follows.

- **Parking:** Lock the vehicle and park as specified by us when agreeing to the vehicle being returned outside our operating hours;
- **Keys:** Do not give the keys to anybody when you park the vehicle, even to someone appearing to be our employee; put the keys in the location's key box or other such place as specified by us when agreeing to the vehicle being returned outside the location's operating hours; and
- **Lost Property:** Ensure you remove all your belongings from the vehicle. We are not liable for property left in the vehicle when it is returned. If property is found in the vehicle after you leave, we will take reasonable steps to recover and return that property to you. You may be charged the cost of postage, delivery or courier plus the Processing Fee.

IMPORTANT: You will remain responsible for the vehicle, including any damage, until we regain possession of the vehicle.

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 contact us – see **Annexure 6 (Contacts)** – and obtain our permission beforehand. 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 our prior agreement, you may be charged the One Way Fee depending on the location where the vehicle is returned.
- **Early Return:** In certain circumstances, an **Early Return Fee** may apply towards revenue we lose if you return the vehicle other than at the agreed time, e.g. if you have booked a vehicle for over 7 days on a special rate and if you return the vehicle in under 7 days. For details, see **Annexure 1 (Charges Explained)** or available online at www.hertz.com.au/chargesexplained.

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.

- We typically allow a short '**grace period**' in which to return the vehicle without your being charged an extra day.
- Returning to a different location may incur the One Way Fee and other charges.
- See **Annexure 1 (Charges Explained)** or ask at our counter for details.

NOTIFICATION OF CHARGES

- We will check the vehicle on your return and add any additional charges which may arise from your use of the vehicle, such as for fuel or Early Return Fee. We will provide you with an invoice on return of the vehicle if the amount owing is different to the estimate of charges provided at the start of the rental. We will charge your Card as described in **Annexure 1 (Charges Explained)** on return of your vehicle with the additional amounts set out in the invoice.
- Some charges can't be finally determined on return, e.g. for damage to the vehicle, so we may recover these additional charges by charging your Card within 60 days after return of the vehicle. We will provide you with details of these charges. If these charges are not paid (e.g. credit card is rejected) or if any other amounts due to us under your Rental Agreement are not paid when due, then you must pay interest calculated at the rate set out in **Annexure 1 (Charges Explained)**.

REPOSSESSION OF THE VEHICLE – If you fail to return the vehicle to us when required under the Rental Agreement (other than because of theft or an accident), and if you fail to comply with a demand by us for you to return the vehicle:

- We may take steps to recover and repossess the vehicle where and when it is found. You authorise us 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 us to enter any premises to recover and repossess the vehicle.
- We may deem the vehicle stolen and report it as stolen. We may then de-register the vehicle. You will be responsible for any and all loss (including third party personal and property damage associated with the vehicle).
- You will be responsible for the rental charges, loss 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.
- These liabilities to us will **not** be limited to the ADE, and the reduced excess under AER and the nil excess under MAX will **not** be applicable.

IMPORTANT: If you fail to return the vehicle (other than because of theft or an accident), you are responsible for our loss, damage, expenses and other fees. Any Optional Renter Protection Services you may have purchased will **not** apply to reduce or limit these liabilities.

Annexure 1 – Charges Explained

CHARGING YOUR CARD

- You must pay us for all charges with a credit, a visa/mastercard debit card or a charge card which is accepted at the pick-up location (**Card**).
- You also authorise us to reserve credit or obtain authorisation on the Card for the amount and the expected cost of the rental plus a security bond or other such amount specified by us at the time of reservation.
- We will accept a cash deposit on only some rentals (e.g. replacement vehicles booked by insurers). Even if we accept a cash deposit, we may not have sufficient cash at our return location for any refund owing by us to you. In that event, a cheque will be sent within 14 business days of return of the vehicle.
- You authorise us to charge the Card with any amount which you owe us under the Agreement at any time during the rental and up to 60 days after return of the vehicle to us. If the Card is not in your name or the name of an additional driver who has been authorised by us, then the Card must be supported by a third party credit authority form signed by the cardholder.

INTEREST: Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the Westpac Banking Corporation standard business overdraft rate plus 2%.

CHARGES: Your Rental Agreement provides an estimate of the charges applicable to your rental. A table listing individual charges can be found at www.hertz.com.au/gr. These charges may typically include the following:

COMPULSORY	
Rental Rate	The daily rental charge shown on the Rental Agreement is charged for each rental day unless otherwise stated in the Rental Agreement or in Additional Terms. The extra hourly rate shown on the Rental Agreement is charged for each full or part hour in excess of a full Rental Day until the amount reaches the daily rental charge.
Kilometre Rate	If the rental rate does not include unlimited kilometres, then the kilometre allowance will be shown on your Rental Agreement and may vary depending on the type of vehicle and the rental location. If you exceed this kilometre allowance, a charge will apply to the excess distance.
Location Service Fee	Additional at certain locations (e.g. airports and some off-airport locations) because of the higher cost of providing services from there. These additional fees vary from location to location and can be a flat fee or a percentage of charges as shown on the Rental Agreement.
Young Driver Surcharge	May apply if you or any additional driver is younger than 25 years of age. You will be informed about this surcharge if any intending driver is younger than 25 years of age.
Administration Fee	A percentage rate as noted on the Rental Agreement in relation to administration functions undertaken.
Vehicle Registration Fee	A daily rate to cover cost of registration fees for our vehicles.
OPTIONAL	
Additional Driver Fee	May apply for each extra driver added to your rental. You will be informed about this if you wish to add an extra driver.
One Way Fee	May apply if we agree to a request from you for return of the vehicle to a location different from the start location. You will be informed at the time of request whether you are permitted to return the vehicle to a different location and, if so, any applicable fee.
Delivery & Collection Fees	May apply if you we agree to a request from you for vehicle delivery or collection somewhere other than our rental location. You will be informed at the time of the request about any applicable fees.
Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been accepted or declined by you or are otherwise included in your rate. We also show the Accident Damages Excess (ADE) applicable to your rental (which depends on whether you have selected MAX or AER coverage) and an estimate of the known charges for the rental period, including GST. There is a separate (higher) non-reducible excess (specified on your Rental Agreement) for driving or manoeuvring which results in loss or damage on unsealed roads or overhead damage (front, side or rear damage above the windscreen line).
Optional equipment Charges	The Rental Agreement lists any optional equipment you have selected, such as baby/child seats, and GPS, with an estimate of the charges for the rental period, including GST.
Card surcharge	The percentage rate as noted on the Rental Agreement applicable to any amount charged to a Card.
ACTUAL	
Individual Charges	List of charges which are known at the time of pickup, e.g. the rental rate, any applicable discounts, any applicable kilometre rate and any options selected.
Total Estimated Charge	The total charge estimated at the time of pickup, including GST. The total is 'estimated' because it does not include any potential fuel or other charges which could be incurred after pickup.

Continued Overleaf: POTENTIAL ADDITIONAL FEES

POTENTIAL ADDITIONAL FEES: You may incur additional fees as a result of your use of the vehicle or other incidents which occur during the rental (aside from your liability for damage to or loss of the vehicle). These include the following:

FUEL	
Refuelling Price	If you don't fill up the vehicle on return, we will charge you to fill the tank. The refuelling fuel price is specified on the Rental Agreement.
VEHICLE CONDITION	
Claims Management Fee	Fixed charge to recover our costs for dealing with damage caused to the vehicle.
External Damage Assessment Fee	Damage assessment fee charged to us by an external damage assessor.
VEHICLE USE	
Processing Fee	The amount payable for administrative functions which we undertake, including the handling of any claim for any charges for traffic fines, parking and tollway use.
Breakdown or Roadside Assistance	If the driver is at fault for the problem because of which assistance is requested, e.g. the vehicle running out of fuel or the keys being locked in the vehicle, this charge covers the cost of providing breakdown or roadside assistance.
EARLY or LATE RETURN	
Early Return Fee	May apply if you did not prepay your rental charges, and if you committed to a rental term and if you then bring back the vehicle early. You would pay only for the days used, but we reserve the right to make this charge to partly compensate us for lost revenue resulting from our inability to allocate the vehicle to anyone else during the remaining time when it was reserved for your use.
Additional Rental Days	You may be charged an extra day's rental at then current rates for each 24 hour period entered into following the return time, although you are allowed a ' grace period ' of <ul style="list-style-type: none"> • 0 to 59 minutes late: No extra charge • 60 to 119 minutes late: Half of the daily rental charge • 120 minutes to one day late: The full daily rental charge
Charges for and Interest on amounts due	If you do not pay any amounts when due to us under your Agreement (including any credit provided to you) in accordance with the Agreement, you will be required to pay interest calculated daily from the next day after the due date up to and including the date of payment at the rate equal to the Westpac Banking Corporation's standard business overdraft rate plus 2%. You will also be required to reimburse us for our expenses and costs incurred in collecting from you the charges payable under the Agreement and in enforcing our rights.

All fees are calculated in accordance with our current rates and subject to final calculation at the end of the rental.

Please ask at the counter for details or check online at www.hertz.com.au/chargesexplained.

Annexure 2 – Fuel Policy

Your Vehicle will be provided with a full tank of fuel or if the tank is not full, we will provide you with credit for the missing fuel.

Fuel is not included in your rental rate. We will charge you to refill the tank. **The prices are indicated on your Rental Agreement.**

IMPORTANT:

Fuel gauges often indicate that the tank is “full” many kilometres after it was last refuelled. To deal with this, we ask you to refill the tank **within 15 km** of the return location and **bring your fuel receipt with you** when returning the vehicle. We ask you to present the fuel receipt to our staff or leave it in the vehicle. **If you don't do so, we reserve the right to apply a small charge – please ask at our counter if you would like more details.**

If you have any questions about fuel, please ask us when you pick up your vehicle. **You are fully liable to us for any and all additional costs as a result of putting the wrong fuel in the vehicle.**

Annexure 3 – Damage Policy

Your responsibility for damage to the vehicle is set out in the **Damage and Loss** section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes about damage assessed.

Checking the vehicle

- We will provide a summary of any damage on the **Vehicle Condition Report (VCR)** at the start of your rental. Please check the condition of the vehicle when you collect it and, if there is any discrepancy, approach our staff and request that the Vehicle Condition Report be amended or a new report be prepared. You are invited to take a time-and-date-stamped photograph of the relevant pre-existing damage before leaving the rental location and show our staff on return.
- We will also inspect the vehicle on your return and to record any new damage which does not qualify as fair wear and tear.

Fair wear and tear: This means “ordinary wear from reasonable use” and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades. For more details about what damage goes beyond fair wear and tear, see the **Definition of Damage Flyer** found online at www.autorent.com.au/damageflyer or provided at the start of your rental.

- At peak times you should **allow time** to complete the inspection of the vehicle with our staff and check for any damage. If you don't have time to do this or if you return the vehicle when the location is closed, any new damage will be assessed in your absence. If you have taken a time-and-date-stamped photograph of the relevant pre-existing damage, please show our staff.

Damage assessment and charging – There are three common scenarios:

- Damage – agreed on return** – For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through an independent third party.
- Damage – not agreed because you are not present on return** – Our counter staff will take relevant photos of the vehicle, create a Vehicle Incident Report (VIR) and organise a damage cost assessment through an independent third party.
- Substantial damage** – If the damage is **substantial** we will create a Vehicle Incident Report (VIR) and refer it to our independent third party **damage assessors** for evaluation and cost assessment.

Damage Assessment: We aim to deal with damage assessment in a quick and practical way by using an independent third party repair assessment system. This will mean that you are properly charged for the relevant damage cost assessment. Although we may initially charge you an estimated amount or the applicable excess (whichever is the lesser), we will reimburse you if the amount of the damage cost assessment is lower than this.

Notification and evidence of damage – If you are being charged for damage we will provide you with the following documents:

- details of the damage to the vehicle;
- photos of the damage to the vehicle;
- the Rental Agreement listing the date, time and return location and any pre-existing damage;
- the final tax invoice/statement of charges which includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- the Vehicle Incident Report (VIR); and
- a damage cost assessment from a repair body shop and/or the invoice for the repairs.

Charging for damage and other items: We will charge your Card with the amount set out in the final tax invoice which we will have sent to you within 60 days of the date when you returned the vehicle. If we have charged your Card with an estimated amount or with the applicable excess, and if the amount of the final invoice is lower than the amount already charged by us and paid by you, we will reimburse you for the difference.

Damage Disputes: Damage claims differ from each other and resolution time-frames for claims vary from each other because we often have to liaise with several outside parties about the repair of vehicles. If you wish to dispute our assessment of damage, please:

- Phone us on **03 6335 1133**
- Email claims@autorent.com.au

Additional References

If the vehicle has been damaged during your rental, get clarity by referring to the following pages of this document:

- **Prohibited Uses** – see Pages 4-5
- **Damage & Loss** – see Pages 6-7
- **Accidents** – see Pages 6-7.

Annexure 4 – Optional Renter Protection Services

We offer Renter Protection Services to cover the principal risks you incur while renting 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.

Your rental rate includes a reduction in your liability to us for vehicle loss of or damage to the amount of the **Accident Damage Excess (ADE)**. The **ADE** is stated on your Rental Agreement and applies to each incident of damage or loss caused, except in the event of loss or damage arising from a Prohibited Use where you are fully liable. There is a separate (higher) non-reducible excess (specified on your Rental Agreement) for driving or manoeuvring which results in damage on unsealed roads or overhead damage (front, side or rear damage above the windscreen line).

Examples of damage to which the **ADE** applies:

- Impact with a fixed or moving object (e.g. damage caused if you have an accident).
- Loss of control of the vehicle.
- Unavoidable natural events, such as snow, hail, flood or rock fall.
- Fire caused by explosion or fire adjacent to the vehicle.
- Criminal or terrorism acts.

OPTIONAL RENTER PROTECTION SERVICES

The Optional Renter Protection Services may reduce your liability for loss or damage to the vehicle occurring during the rental period or resulting from your use of the vehicle. Optional Rental Protection Services offered by us are not insurance policies and do not provide protection against loss or damage arising from a Prohibited Use and they also **exclude** road tolls, traffic and parking fines and infringements, also private parking charges and Fuel.

MAXIMUM PROTECTION COVER (MAX)

MAX is an **optional** product offered on selected vehicles and gives you peace of mind for your rental by:

- **eliminating** your liability to us to pay up to the ADE for loss of or damage to the vehicle during your rental;
 - **eliminating** your liability for glass or tyre damage; and
 - **waiving** the fees for Hertz Claims Management and External Damage Assessment services
- unless the liability arises from a Prohibited Use, in which case your liability is not eliminated.

ACCIDENT EXCESS REDUCTION (AER)

AER is an **optional** product which reduces your liability to us in the event of loss of or damage to the vehicle (and other Incident Damages described in the Damage and Loss section on Pages 6-7) from the ADE to the reduced amount specified on the Rental Agreement, unless the liability arises from a Prohibited Use, in which case your liability is not reduced.

Annexure 5 – Privacy & Credit Notice

When you rent a vehicle from us, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree that you have read and understand that we will process your personal information in accordance with our **Privacy Policy**. We may also collect the personal information of other authorised drivers and passengers and you agree you have the authority to provide Hertz with their personal information and that you have informed them of this **Privacy Notice** and that Hertz will also process their personal information in accordance with its **Privacy Policy**.

If we provide you with credit, our **Credit Policy** explains how we manage your **credit-related** information (credit information and credit-eligibility information) which we collect and hold about you and our Statement of Notifiable Matters explains disclosures we may make in relation to your credit information and certain rights you have. Please read the section below on credit-related information for further details.

If you do not provide us with the personal information, this may impact on the services we can provide you.

How we collect our personal information:

- We collect personal information from you when you request our services to rent a vehicle, when you pick up and use a vehicle (through an In Vehicle Monitoring System), when you provide us with your payment details, if the vehicle is in an accident or is reported lost or stolen, when you return the vehicle and when you incur charges.
- We may take photographs of the vehicle when you pick it up and return it, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers.
- We may also take a photo of your person and a photo or a photocopy of your driver licence to confirm the information provided when you request our services to rent a vehicle.

Uses and disclosures of your personal information:

- We use your personal information for our legitimate interests and operations in connection with providing vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.
- We may need to disclose your personal information to our insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database and to our debt collection agencies.

Vehicle: If you quote a Customer Discount Programme (**CDP**) number linked to a commercial corporate or government entity, you agree that we may share your personal information with that entity in relation to your rental and you acknowledge that such a CDP number may not always be valid for leisure or private use.

Overseas disclosures: We may disclose your personal information to third parties who are located overseas, including Hertz related companies, insurance companies and our service providers such as to the Hertz Corporation in the United States of America.

Marketing

- We may use and disclose your personal information for marketing purposes.
- We may, with your **consent**, send you direct marketing by one or more methods (such as by email, text message or by post) depending on what you elect to receive and how, how you engage with us and the contact details you provide.
- You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send or, if you are a member of one of our membership programs, by updating your choices in your gold plus rewards profile www.hertz.com.au/gpr or by following the directions in our **Privacy Notice**.

Privacy complaints: Our **Privacy Policy** explains how to complain if you believe Hertz has interfered with your privacy and how Hertz will handle your complaint; see **Annexure 6 (Contacts)**.

Access to and correction of your personal information:

- You have the right to access or request the personal information we hold about you, subject to certain exceptions.
- You can also ask us to correct that information.
- Our **Privacy Policy** explains how you can make requests for access and correction and how such requests are dealt with.

Your credit-related information

- We may disclose your credit information to credit-reporting agencies, including if you default on making overdue payments in connection with consumer credit which we have provided to you and which is \$150 or more. We may also disclose your credit information and eligibility information to our debt collectors and other credit providers.
- You have the right to access on request the credit-related information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our **Credit Policy** explains how to make and access correction requests and how requests are dealt with in connection with credit-related information.
- Our **Credit Policy** explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how Hertz will handle your complaint.
- Our **Statement of Notifiable Matters** complements our Credit Policy and explains the credit-reporting agencies to whom we may disclose your credit information as well as certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a complaint to us and to request credit reporting agencies not to use your credit reporting information for pre-screening or direct marketing by a credit provider).

Availability of our Privacy and Credit Policies

Our global **Privacy Policy** is available at www.hertz.com.au/privacypolicy or you can ask for a copy at any Hertz rental location.

Our Credit Policy and Statement of Notifiable Matters

Our Credit Policy is available at www.hertz.com.au/creditpolicy and our Statement of Notifiable Matters is available at www.hertz.com.au/sonm or you can ask for a copy of these documents at any Hertz rental location.

Annexure 6 – Contacts

If you need to discuss any aspect of your rental or are not happy with your rental experience, you have the following options:

ASK US

DURING YOUR RENTAL: To ask about changing the Return Time or Return Location or if you have any other questions or problems during your rental you can telephone us using these numbers:

All vehicles

Your nearest Tasmanian Rental Location (8am-6pm 7 days) **1300 030 222**

Mechanical Breakdown (all vehicles) – RACT (all hours) **1800 428 373**

Campervans & Motorhomes only

For all Campervan & Motorhome enquiries (8am-6pm 7days) **1800 030 234**

RENTAL LOCATIONS

Hobart Area

City: Cars & Trucks – 122 Harrington Street (Cnr. Bathurst St.)

Airport: Cars Trucks & Campervans – Gatty Street

Counter inside passenger terminal arrivals area (staffed for scheduled passenger flight arrivals from Interstate)

Launceston Area

City: Cars only – 58 Paterson Street (Near Charles St.)

Airport: Cars Trucks & Campervans – 139 Evandale Road, Western Junction –

Counter inside passenger terminal arrivals area (staffed for scheduled passenger flight arrivals from Interstate)

Devonport Area

City: 26 Oldaker Street (Cnr. Fenton St.)

Airport: Counter inside terminal arrivals area (staffed only for scheduled passenger flight arrivals from Interstate)

Ferry Terminal: Counter inside (staffed only by pre-arrangement)

Burnie-Wynyard Area

City (Burnie) – 85 Mount Street (Next to McDonalds)

Airport (Wynyard) – 1 Airport Road – Counter inside terminal (staffed only for scheduled passenger flight arrivals from Interstate)

AFTER HOURS EMERGENCIES

Mechanical Breakdown – all vehicles – RACT (all hours) **1800 428 373**

Campervans & Motorhomes – Internal Living Equipment problems (8am-10pm 7 days)..... **1800 030 234**

Cars Buses & Trucks (Accident or vehicle theft only) **6335 1122**

AT THE END OF YOUR RENTAL: You can raise any other issues arising from the rental with our **location staff** on return.

AFTER YOUR RENTAL: If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, please –

- phone us on **1800 030 222** ; or
- email us admin@autorent.com.au

INDEPENDENT ADVICE

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