

HERTZ KANGAROO ISLAND - TERMS AND CONDITIONS

These notes are to be read in conjunction with but do not override, replace or alter the terms and conditions printed on the rental contract.

1. UNSEALED ROADS

Sedans and 4 Wheel Drives can be driven on unsealed roads however many accidents occur on unsealed roads. FOR YOUR SAFETY, 60 K.P.H. OR LESS ON UNSEALED ROADS

Total liability for damage on unsealed roads is applicable (FULL VEHICLE VALUE).

2. NIGHT DRIVING

Night driving is extremely dangerous. DO NOT DRIVE AT NIGHT.

3. DRIVERS AGE

The minimum driver age is 21 years for sedans and 25 years for 4WD. Surcharges apply to all drivers under 25 years.

4. ADDITIONAL DRIVERS

Additional drivers may drive the vehicle at no extra cost. However an additional driver form must be completed with all license details.

5. CLEANING FEES AND EXPOSURE TO SAND AND SALTWATER

Cleaning fees will apply to vehicles returned in a less than satisfactory condition. Vehicles are NOT to be driven on beaches, this will incur a \$250.00 fine.

6. INSURANCE EXCLUSIONS

Insurance does not cover:

A. Immersion in water e.g. flooded rivers/beach driving.

B Underbody damage

C Insurance applies to gazetted roads only. These are recognised and designated roads and do not include beaches and overland tracks.

These conditions apply regardless of whether excess reduction is taken or not.

7. ACCIDENT DAMAGES

Hertz Australia rates include Damage Cover (subject to compliance with the standard rental terms and conditions), for the Hertz vehicle and/or Third Party Property. However an Accident Damages Excess (ADE) applies per incident regardless of fault. This is the amount the renter contributes towards the loss of, or damage caused to, the Hertz vehicle and/or Third Party Property.

ADE can be reduced with the purchase of Optional Renter Protection Services (see below). AER for drivers under 25 has an unreducible excess.

Single Vehicle Accident (SVA) means any incident in which the vehicle is involved, which does not involve the vehicle colliding with another moving vehicle, including but not limited to rollovers, collisions with animals and reversing into stationary objects.

Damage caused by total or partial immersion in water including crossing a waterway is considered full responsibility. Water Damage other than total or partial immersion in water is limited to the amount of the ADE plus an excess of \$2200. The total payable on 2WD vehicles is \$5500 and the total payable on 4WD vehicles \$6600.

Hertz offers a range of optional Renter Protection Services as detailed below.

- AER (Accident Excess Reduction):
 - Available at all corporate and licensee locations.
 - Reduces Accident Damages Excess (ADE)
 - Single Vehicle Accident (SVA) excess is applicable at remote locations and is not reduced by AER.
 - Includes Tyre and Windscreen cover on 2wd vehicles
 - Tyre cover is not included on 4wd vehicles at all participating locations
 - Both Tyre and Windscreen cover is not available at Broome and Kununurra

AER MATRIX

| <u>Region</u> | <u>Vehicle</u> | <u>Option</u> | <u>Standard Excess (ADE) (incl GST)</u> | <u>Single Vehicle Accident Excess (SVA) (incl GST)</u> | <u>AER Cost per Day (incl GST)</u> | <u>Reduced Excess (incl GST)</u> |
|---------------|----------------|---------------|---|--|------------------------------------|---|
| METRO | Cars | AER | \$3300 | Nil | \$25.90 | \$400 (ADE) |
| REMOTE | Cars | AER | \$3300 | \$2200 | \$25.90 | \$400 + \$2200 = \$2600 (ADE + SVA) |
| All Locations | 4WD | AER | \$4400 | \$4400 | \$53.00 | \$220 + \$220 = \$440 (Reduced ADE + SVA = Excess) |

All amounts are inclusive of GST and may be subject to ACFR and Admin Recovery (AR) charges.

- Driving a Hertz vehicle in any Alpine Resort during the gazetted snow season or any area under conditions where a reasonable person would use snow chains is "Full Responsibility Use" under Hertz Terms and Conditions. In other words, in the event of damage to the vehicle, there is no cap or limit to the renter's liability to Hertz. SNO cover, reinstates the ADE and is available at \$22.00 per day. Vehicles for this option are restricted to Classes D/E and F.

Other Information

- MAX Cover (MAX) is available at the rental counter. This reduces the ADE to zero and reduces SVA to zero (available at participating locations only). MAX is not available on 4WD and commercial fleet. MAX includes tyre and windscreen cover and is capped at 10 days per 30 day rental period.
 - The renter agrees to and accepts full responsibility for any of the following:
 - any damage arising from a collision with an animal whilst the vehicle is being driven between the hours of sunset and sunrise in the Northern Territory, the Kimberley region (including Broome and Kununurra).
 - All Locations:
 - damage caused by negligence of the driver or any of the passengers of the vehicle (including damage caused by total or partial immersion in water, including crossing a waterway)
 - any damage caused by an action which resulted in a criminal charge being laid
 - any damage caused to the body of the vehicle by sitting on the roof or climbing on the vehicle
 - All Renter Protection Services are subject to the renter complying with Hertz' standard rental terms and conditions.
- All Pricing and Rates are subject to change with 30 days written notice

8. TYRE AND WINDSCREEN DAMAGE

Tyre damage including punctures is not covered by insurance unless specifically part of your accident excess reduction option. If a tyre needs to be replaced it will be charged on a pro-rata basis i.e. A tyre that is replaced with 60% tread left will be charged at 60% of a new tyre price. In the event that the renter purchases a replacement tyre it must be of the same type and rating as the existing tyres.

Windscreen damage including chips is not covered by insurance unless specifically part of your accident excess reduction option. Cracks or chips larger than a 10c piece cannot be repaired and a new windscreen will be fitted at renters expense. Cracks or chips smaller than a 10c piece will be repaired at a minimum charge of \$75 per chip to be charged at renters expense.

9. REFUELLING

Vehicles are supplied full of fuel and should be returned full of fuel.

Alternatively, Hertz Kangaroo Island can offer refueling options.

These are:

Fuel Purchase Option (FPO) – Pre pay for a full tank of fuel at a discounted price and return your vehicle with as little fuel as you feel comfortable with. Ask at time of rental for current FPO price.

If you wish to refuel the vehicle yourself, the following locations are where you must refuel according to your check in location:

KINGSCOTE/AIRPORT – MOBIL/CALTEX/SHELL KINGSCOTE

PENNESHAW – HOG BAY STORE PENNESHAW

AMERICAN RIVER – GENERAL STORE AMERICAN RIVER

Vehicles refueled at any other location will incur full value refuelling charges.

If none of these options are used refuelling will be charged at the full Hertz Kangaroo Island refuel rate with a minimum charge of \$12.00.

* Please note that all vehicles are checked for correct refuelling at our depots and fuel finalization cannot be done at termination of rental.

10. RENTAL PERIODS

Rentals are for 24 hour periods with a 2 hour grace period i.e. pick up at 9.00 a.m. return at 11.00 a.m. on day of return (When possible). Vehicles not returned after this time will be charged a further full days charge.

11. CREDIT CARDS/ AUTHORISATION

A credit card is required for all rentals regardless of whether the hire has been pre-paid with a voucher or whether the rental is to be paid in cash.

Please be aware when signing your contract you are giving Hertz Kangaroo Island authority to charge your credit card for all payments due in respect to the rental.

12. CHECK YOUR VEHICLE

At the start of your rental make sure that any existing damage is noted on the damage report in your rental agreement wallet. Any new damage will be deemed to be the renters responsibility. If damage is not shown on report have it noted by our staff BEFORE you leave. A master copy of the damage report is kept at the Hertz Kangaroo Island office.

13. TRAVEL AGENTS

Hertz Kangaroo Island will not be bound by representations made to you by travel agents or their intermediaries about the vehicles, prices, packages or conditions offered by Hertz Kangaroo Island.

Unused portions of travel vouchers e.g. early return, are not redeemable.

Frequent Flyer numbers cannot be used for car hire where payment has been made through an agent.

14. TRAVEL, CREDIT CARD & OTHER INSURANCE

Hertz Kangaroo Island recommends travel insurance for all travellers.

Damage charges payable by customers with their own insurance is payable by the customer at the time of damage. Hertz Kangaroo Island DOES NOT pursue customers own insurance companies for amounts owed by the customer.

Administration charges apply for requests by customers insurance companies for relevant details about damage charges. These charges are payable by the customer.

Damage and excess amounts nominated by Hertz Kangaroo Island are the amounts payable by the customer. Hertz Kangaroo Island does not recognise insurance excess amounts nominated by customers insurance companies.

Hertz Kangaroo Island is unaware of any travel or credit card insurance which covers the FULL VALUE of a vehicle.

Be aware that any damage caused to a vehicle is your responsibility

REGARDLESS OF FAULT

Be aware that damage charges will be charged to the renter.

Be aware that the amount charged is the amount nominated on your rental agreement, not the amount nominated by your travel insurance.