

HERTZ TERMS AND CONDITIONS OF RENTAL

This Agreement ("Agreement") is between the signatory to the Hertz rental agreement (the **Rental Form**), being the renter of the **Vehicle** ("you") and **Hertz**.

1. Nature of Agreement

- a) Except to the extent otherwise implied by law, the terms and conditions made available to you at the time of rental, together with the **Rental Form** and any **Additional Terms**, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning your rental of the **Vehicle**, any **accessories** and on which **Hertz** agrees to rent the **Vehicle** and **accessories** to You for the **Rental Period**.
- b) The **Additional Terms**, if any, prevail to the extent of any inconsistency with the terms and conditions in the **Rental Wallet** or the **Rental Form**.
- c) You must not attempt to transfer or sublease the **Vehicle**, the **Accessories** or any rights or obligations under this Agreement. Any attempted transfer or sublease of the **Vehicle** or **Accessories** by anyone other than **Hertz** is void. Neither You nor any **Authorised Drivers** are agents of **Hertz**. No one may service or repair the **Vehicle** without **Hertz's** prior express written approval.
- d) You confirm and promise **Hertz** that all information provided by you to **Hertz** at any time before and during the **Rental Period** is true and correct in every particular and the information so provided is all the information **Hertz** could reasonably require.
- e) You acknowledge that it is your responsibility to ensure that you are the holder of the appropriate category of drivers licence to drive the **Vehicle** rented in any State or Territory of Australia as requested by you or as supplied by Hertz to You as a replacement or otherwise
- f) **'Ignition Key or Key'** includes keyless start devices and/or combined ignition key and remote door devices.
- a) Except to the extent otherwise implied by law, the terms and conditions made available to you at the time of rental, together with the **Rental Form** and any **Additional Terms**, comprise the Agreement and set out all of the terms, conditions, warranties and undertakings concerning your rental of the **Vehicle**, any **accessories** and on which **Hertz** agrees to rent the **Vehicle** and **accessories** to You for the **Rental Period**.
- b) The **Additional Terms**, if any, prevail to the extent of any inconsistency with the terms and conditions in the **Rental Wallet** or the **Rental Form**.
- c) You must not attempt to transfer or sublease the **Vehicle**, the **Accessories** or any rights or obligations under this Agreement. Any attempted transfer or sublease of the **Vehicle** or **Accessories** by anyone other than **Hertz** is void. Neither You nor any **Authorised Drivers** are agents of **Hertz**. No one may service or repair the **Vehicle** without **Hertz's** prior express written approval.
- d) You confirm and promise **Hertz** that all information provided by you to **Hertz** at any time before and