

Car Rates & Conditions

Australian Dynamic Rates valid until 31 March 2021

Version valid as at December 2019



General Conditions

Firefly Standard Rental Terms & Conditions will be issued to all renters on commencement of rental. A link to Firefly Standard Rental Terms can be found [here](#).

Firefly reserves the right with notice to update Terms and Conditions at such times where amendments are required. Any amendments will be valid for all new bookings from the release of the updates.

Rates are issued in Australian Dollars (\$AUD)

Rate Inclusions

Unlimited Kilometres, Damage Cover (DC) subject to Accident Damage excess, Vehicle Registration Fees (VRR), Admin Fee (AF), Location Fee (LF), 24Hr Breakdown Roadside Assistance, Goods & Service Tax (GST),

Rental Period

A rental day consists of a 24-hour period. Renters may be charged an extra day's rental for each 24-hour period entered following the return time at then current rental rates, although a 'grace period' is allowed.

- 0 – 59 Minutes, No additional charge
- 60 – 119 Minutes, 1/2 of daily rental charge for the vehicle
- 120+ Minutes, Daily rental charge for the vehicle.

Authorised Driver Requirements

All reservations and bookings MUST be made in the name of the Authorised Driver/Main Renter. Renter name on Voucher MUST match the Renter name on booking. All Renters and any additional drivers must present a full, valid national driver's licence that meets the following requirements.

- The drivers licence for all drivers must be presented at the time of rental.
- Driver Licence must be in English. If not in English, it must be accompanied by an International driver's licence or permit or by a certified English translation. Chinese Drivers Licences are acceptable, but they must have a China Notarial Certificate (CNC)
- Is Valid for driving the vehicle
- Is not a learner's permit.
- Has been held for at least twelve consecutive months
- Satisfies any other conditions on the Rental Agreement or in any Additional Terms.

One-way Fees

One-way rentals are permitted within Australia and the following conditions and fees apply.

All one-way fees are payable direct to the pickup location at time of rental. It is not possible to prepay these fees. One Way Fees will be correct as at the time of booking based on dynamic rates.

Early Returns

If a customer returns a vehicle early No Refunds will be given on unused days.

Rental Extensions

Rental extensions are permitted once the Rental has commenced subject to availability. These will be charged direct to the renter/customer at the applicable Local Daily Rental Rate.

Minimum Driver Age

Standard Passenger Vehicles – 20 or over

Where a renter is aged between 20-24 a young driver fee will apply. Young Driver fee is \$16.50 per day, capped at 7 days (\$115.50) per 30-day period.

Bond Authorisation

All rentals are subject to a Credit Card Bond Authorisation which covers additional costs such as fuel, one-way fees and optional extras. Cash Bonds are not accepted.

Minimum bond will be \$200 plus any additional extras. Third party credit cards are acceptable providing the card holder is present. A 'Credit Card Authority' form must be completed at the counter by the third party".

Refunds

No Refunds are permitted for any unused days on a booking. Should you return a vehicle early, there will be no refund for the unused amount as the booking is classified as prepaid.

Credit Card Surcharge

All locations accept Visa, MasterCard and American Express. A credit card surcharge will apply on all credit card transactions from the time of pick up. Current Fees at November 2019 range from 0.88% to 1.227%. These fees are subject to change at any time.

Additional Drivers

Additional Drivers are permitted Free of Charge providing the minimum rental age and all other driver requirements are met.

Additional authorised drivers must be registered on the authority to drive form which would accompany the Rental Agreement. There is no limit to additional drivers providing they all meet the above criteria.

Location Fee

A Location Fee is included in the daily rate for all rental collections at all Airports Locations. The Location Fee will also apply on optional extras at Airport Locations and some Downtown Locations.

The location fee will be payable on pick up on all additional items that are payable locally including but not limited to One Way Fees, Renter Protection Options and Child Seats. For the Baby Seat, Booster Seat, GPS and rental charges the Location Fee is already included in the pricing listed on the booking.

The current % fees are listed below and may change at any time and any changes to Location Fees apply with immediate effect.

Location	Location Fee %	Location	Location Fee %
Adelaide Airport	25%	Adelaide City	8%
Alice Springs Airport	27%	Brisbane Airport	28%
Brisbane City	8%	Cairns Airport	28%
Coolangatta Airport	22%	Darwin Airport	25%
Darwin City	8%	Melbourne City	8%
Melbourne Airport	32%	Perth Airport	27%
Perth City	8%	Sydney Airport	33%
Sydney City	8%	Canberra Airport	35%
Mackay Airport	25%	Newcastle Airport	25%
Townsville Airport	19.15%		

Damage Excess

Accident Damage Excess (ADE) is included in the rental rate and reduces the liability for loss or damage to the vehicle to the amount of the applicable excess (stated on the Rental Agreement) which applies to each incident of damage or loss caused except in the event of loss or damage for a Prohibited Use.

For all Standard Passenger Vehicles, the Accident Damage Excess will be \$6,001.

Examples of damage covered by ADE include

- Impact with a fixed or moving object (e.g. damage caused in an accident)
- Loss of control of the vehicle
- Natural events such as snow, hail, flood or rock fall
- Fire caused by vehicle defect, including electrical fault or from adjacent fire or explosion

Rental Cover Insurance Purchased Through A Third Party

Where the purchase of any excess waiver insurance or similar has been made with a third party to cover liability on the rental, the renter will remain liable to Firefly for the ADE irrespective of whether reimbursement can be obtained from the third-party insurer.

Accident Excess Reduction (AER)

AER does NOT cover Glass or Tyres. This can be selected as an additional cover at the counter.

Third Party Liability

Third Party Property Liability Insurance is automatically covered under a third-party property damage Master Policy executed by Firefly and is subject to the renter complying with all Terms and Conditions of the rental and payment of the Accident Damages Excess.

Third Party Liability cover for personal injury is governed by separate Government legislation in each Australian State and Territory. The right to claim may be limited by the legislation and excesses may apply.

There are many factors relevant to a determination of which third party liability cover for personal injury will apply in the event of an accident, such as the state or territory in which a vehicle is registered, the state or territory in which the accident occurs and the state or territory in which another driver or injured person resides. Should an accident in which a person is injured occurs, the renter must contact the police and Firefly.

Prohibited Uses

If the vehicle is used for a prohibited use, Firefly may terminate the rental agreement and take the vehicle back at any time. If the prohibited use has caused or contributed to loss or damage to the vehicle the renter will be liable for the loss and damage up to the full value of the vehicle and related losses and fees. Please refer to Rental Terms and Conditions.

Prohibited Uses of a vehicle are:

- You or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle including, but not limited to, where:
 - 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;
 - you or your passengers sit or stand on the roof of the vehicle;
 - a use which results in damage occurring above the windscreen line such as damage 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 drove the vehicle with 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 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 State or Territory 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;
- Smoking in the vehicle or failing to keep the vehicle clean and returning it in an excessively dirty or smelly condition;
- The fitting of objects to the interior or exterior of the vehicle that are not authorised;
- The driver fails to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in the vehicle, or failing to use the anti-theft system (if provided);
- 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 State or Territory);
- The use of the vehicle by a person who was not authorised 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 Firefly consents in writing, or to carry cargo (except for commercial vehicles), for hire, reward or remuneration;

- 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 (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, in which case you have permission to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide in the following link www.hertz.com.au/vehiclecapacity);
- 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), fire, storm, cyclone, or other natural disasters;
- The vehicle is driven on unsealed roads, non-gazetted roads any road notified to you as prohibited or any off-road fire trails, tracks, fields or paddocks Access roads to recognised camping or accommodation grounds on unsealed roads must be approved in writing;
- The vehicle is driven in restricted areas, including airport service roads and associated areas;
- **The vehicle is driven in the following areas and the vehicle is not a 4WD:**
 - in the Simpson Desert, on the Strzelecki Track and the Birdsville Track;
 - in Western Australia on the Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles;
 - in Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta), Central Arnhem Road and Arnhem Land in general;
 - in Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive (wet season), Savannah Way from Normanton to Borroloola and the Bloomfield Track;
- **the vehicle is driven in any of the following areas at any time:**
 - in Western Australia on the Canning Stock Route, the Old Gunbarrel Hwy and the Mitchell Plateau
 - in Northern Territory at the Lost City in Litchfield Park, Jim Jim Falls and Twin Falls
 - in Queensland on the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road and on Fraser Island.

And

- any other such location or region reasonably specified to you as an area or region which is prohibited as travelling to as it would have the potential to cause risk to the renter and/or vehicle due to current environmental conditions

If in doubt of a self-drive route within remote parts of Australia, please contact the Sales Team for additional confirmation that a route is permitted.

IMPORTANT: Alpine Regions:

The vehicle should not be driven in the snow without permission. Specifically, the vehicle should not be driven above the snow line in:

- New South Wales (being Jindabyne); or
- Victoria (being Bright), or
- Tasmania.

If the vehicle is driven above the snow line then you will be liable up the amount of the excess.

IMPORTANT: If the vehicle is used for a Prohibited Use:

- Renter will be responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing;
- 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 the vehicle back at any time at your expense.

Restricted Uses

Travelling to/from Mainland Australia via Ferry customers are permitted to take vehicles to the following islands

- Magnetic Island
- Stradbroke Island
- Bruny Island
- Kangaroo Island

Vehicles will be covered whilst on the ferry subject to the following:

- The ferry is a registered ferry operator operating a scheduled service
- The ferry is going to an area which is not prohibited under Terms and Conditions

Roadside Assistance Service is dependent on ferry operating hours between islands and mainland. Travel on unsealed roads is not encouraged and Standard prohibited and restricted uses will apply.

Optional Equipment

All Reservations for Optional Equipment MUST be made at time of booking. Availability of equipment cannot be guaranteed if not pre-booked. All Optional Equipment Rental Fees are to be paid locally at time of rental.

CHILD SEATS

Current Law Requirements

Six months - under Four-year-old children must be using a rear facing or forward-facing child restraint with a built in harness, they cannot be seated in the front row if there are two or more of seats.

Four years - Seven-year-old children must be using a forward-facing child restraint with a built-in harness that has been approved or an approved booster seat which is properly fastened, and the seat belt/ child safety harness can be adjusted.

Seven years and older must be using a properly adjusted and fastened child restraint or adult seatbelt, size depending.

Child Seat – suitable for children 6 months to 2 years

Booster Seat – suitable for children over 2 years.

It is the renter's responsibility to ensure that the correct seats have either been pre-booked or their own seats have been provided.

HERTZ NEVERLOST © – SATELLITE NAVIGATION GPS

Daily rental cost is \$20.90 (inclusive of GST). A Rental Cap fee of 10 days hire applies in each 30-day rental. Neverlost units are permitted on One Way rentals. It is the renter's responsibility to ensure that the Neverlost equipment is returned to the rental counter or left in the vehicle glove box at the end of the rental.

If the renter needs to return the equipment outside of operating hours they must complete and sign the Neverlost addendum and place it inside the Neverlost carry case with the other Neverlost equipment and then place the Neverlost carry case in the glove box of the vehicle. Acknowledgement of the return of the equipment will not be done until the renter returns it to the counter, or it is collected by a representative from the glove box of the vehicle.

Replacement Costs: In the event of damage, loss or theft charges will apply.

Note: Purchase of AER or MAX Cover does not cover the renter for damage and/or loss to the Neverlost units.

No-show

If you do not pick up your rental vehicle at the date and time confirmed on the reservation, they may be charged a no-show fee equal to the cost of one rental day as per the reservation. Exceptions to this charge will apply for those reservations that have been cancelled at least 48 hours prior to pick up date; as well as having some form of documentation confirming cancellation.