

11 May 2026

## FLEXICAR GENERAL TERMS AND CONDITIONS

If you join Flexicar, you agree to be bound by your Flexicar Membership Agreement.

Failure to comply with Your Flexicar Membership Agreement may have adverse financial consequences for you and Flexicar.

Please carefully consider these Flexicar General Terms and Conditions contained in this document and the terms of the Flexicar Plans on offer to determine their suitability for your personal needs and circumstances. These will constitute your Flexicar Membership Agreement.

If you have any questions, please to Flexicar's website: [www.flexicar.com.au](http://www.flexicar.com.au) or contact Flexicar by phone on 1300 363 780.

**You have rights under the Australian Consumer Law that cannot be excluded or restricted by your Flexicar Membership Agreement. At all times Your Flexicar Membership Agreement is subject to the Australian Consumer Law.**

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## Definitions

Where words appear in capital letters, they shall be interpreted with the meaning given to them below or as defined in the clauses set out below and denoted by bold font.

<b>Australian Consumer Law</b>	means Schedule 2 of the <i>Competition and Consumer Act 2010</i> (Cth), the <i>Australian Securities and Investments Commission Act 2001</i> (Cth) and the corresponding provisions of state and territory fair trading legislation.
<b>Account Holder</b>	means the person or entity that holds a Flexicar Membership and is responsible for the payment of all rates, fees and charges incurred by Bookings made by the Account Holder.
<b>Booking</b>	means a booking made for the use of a Flexicar Vehicle under these terms and conditions, that is accepted and confirmed by Flexicar and includes all associated documentation produced or associated with the booking.
<b>Booking Period</b>	means the period of time commencing from the start of the Booking, including any extensions of the Booking, and concluding when the Flexicar Vehicle is returned, locked via the Flexicar App and the Booking ended at the Reserved Parking Space or a parking space as otherwise agreed with Flexicar.
<b>Commercial Vehicle</b>	means a utility vehicle or van but does not mean a reference to Passenger Vehicles. Check the Flexicar App or the Flexicar Website before making a Booking to get the latest insight into the types of Commercial Vehicles that may be available to Flexicar Members.
<b>Flexicar</b>	means Hertz Australia Pty Ltd (ACN 004 407 087) trading as “Flexicar” of Level 1, 105 York Street, South Melbourne VIC 3205.
<b>Flexicar App</b>	means the mobile application prescribed by Flexicar and authorized for use by Flexicar Members.
<b>Flexicar General Terms and Conditions</b>	means these Flexicar’s General Terms and Conditions as amended or replaced in accordance with the terms and conditions contained herein.
<b>Flexicar Member/you</b>	means a person who has been accepted by Flexicar as a Member and retains Flexicar Membership with Flexicar.
<b>Flexicar Plan</b>	means any of the various membership plans offered by Flexicar from time to time, each of which may differ in respect of fees, rates, eligibility requirements and other features.
<b>Flexicar Website</b>	means: <a href="https://www.flexicar.com.au/">https://www.flexicar.com.au/</a> as updated and replaced from time to time.
<b>Flexicar Vehicle</b>	means a vehicle within the Flexicar fleet that is either a Passenger Vehicle or Commercial Vehicle that is the subject of the Booking and includes its parts, components, keys, remote opening devices, wheels, spare tyre, breakdown kit, first aid kit, audio equipment, infotainment system, GPS tracking device, tools, batteries, hubcaps, headrests, seatbelts, child restraints and accessories.
<b>Legal Parking Space</b>	means any parking space that is accessible to the general public with either no restriction or a restriction of not less than two (2) hours. It excludes parking spaces with the following designations: disabled parking spaces, no standing zones, no stopping zones, clearways, loading zones and permit zones. Paid and metered parking are considered a Legal Parking Space, subject to the parking fee (if any) having been paid by the Flexicar Member.
<b>Liability Amount</b>	means the liability amount shown on your Booking and applies to each incident of loss or damage in respect of the Flexicar Vehicle ( <b>see Prohibited Uses for exclusions</b> ).

<b>Off Road</b>	means any area that is not a gazetted road, a sealed road or an Unsealed Road and includes, but is not limited to unformed roads, fire trails, tracks, river and tidal crossings, creek beds, beaches, streams, dams, river, flood waters, sand, deserts, rocks, fields and paddocks.
<b>Passenger Vehicle</b>	means any Flexicar Vehicle that is not a Commercial Vehicle.
<b>Payment Card</b>	means any valid credit card (excluding pre-paid credit cards) or debit card provided by a Flexicar Member or Account Holder and approved for use by Flexicar.
<b>Reserved Parking Space</b>	means a parking space exclusively reserved for standing of the Flexicar Vehicle and which may be referred to by Flexicar as “the pod” from time to time and where the context permits.
<b>Snow Line</b>	means the gates leading to any of the national parks or snowfields in Australia between 1 June and 31 October, or any area where it is indicated or required that snow chains are to be fitted to vehicles.
<b>Unsealed Road</b>	means a road, other than a road undergoing temporary roadworks, that has been formed and constructed but is not sealed with hard material such as tar, bitumen or concrete.
<b>Your Flexicar Plan</b>	means, in these Flexicar General Terms and Conditions a reference to “Your Flexicar Plan” means the specific Flexicar Plan you have selected.

## Your Flexicar Membership Agreement

1. Your Flexicar Membership Agreement is a legally binding contract between both you and Flexicar if you become a Flexicar Member.
2. Your Flexicar Membership Agreement sets out the rights and responsibilities of you and Flexicar with these rights and obligations being contained in both the:
  - (a) Flexicar General Terms and Conditions; and
  - (b) specific terms of the your Flexicar Plan;

As applicable during the Initial Term or any Subsequent Terms in accordance with clause 3 below (**Your Flexicar Membership Agreement**).

3. Your Flexicar Membership Agreement:
  - (a) Is for an initial term of thirty (30) days, commencing from the date and time that Flexicar accepts your application (**Initial Term**).
  - (b) During the Initial Term, Your Flexicar Membership Agreement will be governed strictly in accordance with the Flexicar General Terms and Conditions and the terms of Your Flexicar Plan applicable at the time that Flexicar accepts your application to become a Flexicar Member. Flexicar will alert you to any changes to the Flexicar General Terms and Conditions or the Flexicar Plan you selected during your application if there are any changes that occur between the date of your application and the date that Flexicar intends to accept your application.
  - (c) Your Flexicar Membership Agreement will automatically renew on the same terms and conditions, as applicable to the Initial Term, for consecutive further terms of thirty (30) days each (**Subsequent Terms**) after the expiry of the Initial Term, unless amended by Flexicar in accordance with clauses 3(d) and 3(e) below or terminated in accordance with the Flexicar General Terms and Conditions.

- (d) Flexicar may amend or replace the Flexicar General Terms and Conditions and/or the terms of its Flexicar Plans in accordance with these Flexicar General Terms and Conditions which may mean that for any Subsequent Term, Your Flexicar Membership Agreement may change.
  - (e) In the circumstances set out at clause 3(d), Flexicar will provide you with a minimum of thirty (30) days' written notice of any proposed changes to Flexicar's General Terms and Conditions and/or Flexicar Plans. In such circumstances, you may:
    - (i) choose to terminate Your Flexicar Membership Agreement at any time within thirty (30) days of the date that Flexicar provides you with the notice, in which case Your Flexicar Membership Agreement will end on a date that is the later of the:
      - (A) date that is thirty (30) days' from the date that Flexicar provided you with notice of the proposed changes; or
      - (B) expiration date of Initial Term or Subsequent Term during which Flexicar provided you with notice of the proposed changes.
    - (ii) choose not terminate Your Flexicar Membership Agreement which shall be deemed to have agreed to continue Your Flexicar Membership Agreement on the modified terms proposed by Flexicar which will then automatically apply as Your Flexicar Membership Agreement from the commencement of the Subsequent Term(s) immediately following the expiration of thirty (30) days from Flexicar having provided you with notice of the proposed changes.
4. In addition to other rights of termination stated in Your Flexicar Agreement:
- (a) you may terminate Your Flexicar Membership Agreement by giving thirty (30) days' written notice to Flexicar for no reason;
  - (b) Flexicar may terminate Your Flexicar Membership Agreement by giving thirty (30) days' written notice to you for no reason.
  - (c) you or Flexicar may provide notices of termination, or the information required by Flexicar, to one another via:
    - (i) the Flexicar App;
    - (ii) emailing [info@flexicar.com.au](mailto:info@flexicar.com.au); or
    - (iii) phoning 1300 363 780.
5. You and Flexicar each have rights and obligations, under the Australian Consumer Law which cannot be modified excluded by your Flexicar Membership Agreement.
6. Subject at all times to the Australian Consumer Law, you agree that Flexicar will not be liable to you for any claim, liability, loss, damages, costs or expenses, whether direct, indirect or consequential, if we are unable to provide you with a Flexicar Vehicle or if we change or cancel your Booking or any third-party circumstances mean you cannot access a Flexicar Vehicle, except for any claim, liability, loss, damages, costs or expenses directly caused by Flexicar's fraud, negligence or wilful misconduct.

7. Flexicar's services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled to:
  - (a) cancel your service contract with us; and
  - (b) a refund for the unused portion or compensation for its reduced value.
8. You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and if this is not done, to cancel your contract and obtain a refund for the unused portion of your contract.
9. You indemnify Flexicar against any liability, loss, damage, compensation and costs and expenses in connection with your use of the Flexicar Vehicle, except to the extent that any such amounts arise from any fraud, negligence or wilful misconduct by Flexicar.
10. If any claim, liability, loss, damage, cost or expense arises in connection with this Agreement and is caused by the contributory negligence of both you and Flexicar, liability will be apportioned between the parties in accordance with their respective degrees of fault. Neither party will be liable to the other for any portion of the loss attributable to the other party's contributory negligence.

## **Application to become a Flexicar Member**

11. Flexicar uses third party providers to verify and authenticate new Flexicar applications. Flexicar's third party providers verify the information provided in your application, including the details of the applicant's driver's licence, contact information and supplied Payment Card details.
12. By applying to become a Flexicar Member, the applicant authorises Flexicar to verify the details provided in your application using third parties.
13. An applicant may apply to become a Flexicar Member by submitting an application via the Flexicar App, Flexicar Website or any other active platform prescribed by Flexicar from time to time. Flexicar reserves the right to refuse any application, at its sole discretion.
14. An application to become a Flexicar Member may be accepted by Flexicar if:
  - (a) the applicant agrees to be bound by these Flexicar General Terms and Conditions and the terms of the Flexicar Plan the subject of the application;
  - (b) the applicant provides their consent and acknowledgement of the terms of Flexicar's Privacy Policy, the terms concerning the collection, use and disclosure of the applicant's personal information in the manner contemplated by these Flexicar General Terms and Conditions and any other policies stipulated by Flexicar during the application process;
  - (c) the applicant completes all parts of the application Flexicar requires;
  - (d) the applicant has provided valid Payment Card details and payment in respect of the Flexicar Plan has been received by Flexicar;
  - (e) the applicant is a person that:
    - (i) is at least 18 years old;

- (ii) holds an unrestricted Australian, probationary Australian or unrestricted international driver's licence that permits them to lawfully operate the Flexicar Vehicle rented from Flexicar;
  - (iii) has a valid Payment Card in the applicant's name or a Payment Card approved for use by Flexicar;
  - (iv) has not had an application for, or contract of, motor insurance refused, declined or cancelled in the last three years;
  - (f) has not had their driver's licence or permit suspended, cancelled, restricted or endorsed with special conditions in the last three years;
  - (g) the applicant has not been convicted of, or had any fines imposed, for criminal activity in the last three years;
  - (h) the applicant has not had more than two motor vehicle claims where they had to pay an excess in the last three years;
  - (i) the applicant has provided their consent to Flexicar to enable Flexicar to verify their identity using third party systems; and
  - (j) the applicant has provided Flexicar with any information that Flexicar has reasonably requested including but not limited to photo identification, proof of address and copies of their driver's licence.
15. The applicant must provide Flexicar with accurate, correct and up to date information when applying to become a Flexicar Member, including, without limitation, the applicant's name, address, age, driver licence number and driving history. Flexicar Members must notify Flexicar of any and all changes to this information during their Flexicar Membership Agreement and provide Flexicar with further information if Flexicar requests such information.

## **Flexicar Member Responsibilities**

16. Ordinarily, Flexicar Plans will provide that a Flexicar Member is the Account Holder.
17. Certain Flexicar Plans permit the Account Holder to link other Flexicar Members to the Account Holder's Flexicar Plan whereby the Account Holder shall be liable to Flexicar for any breach of these Flexicar General Terms and Conditions.
18. A right or obligation stated to apply in respect of a "Flexicar Member/you/your" applies to the Account Holder, including if the Account Holder is a distinct entity or individual other than the Flexicar Member utilising a Flexicar Vehicle.
19. In the event that a Flexicar Member is linked to a separate Account Holder and the Flexicar Member breaches these Flexicar General Terms and Conditions, the Flexicar Member and Account holder shall be held jointly and severally liable by Flexicar to the maximum extent permitted by law.
20. Account Holders are responsible for managing the Flexicar Members linked to their account (if any), including removing any unauthorised Flexicar Members linked to the Account Holder.
21. The use and operation of the Flexicar Vehicle is governed strictly in accordance with these Flexicar General Terms and Conditions.

22. You must ensure that you hold a valid licence to lawfully operate the Flexicar Vehicle booked.
23. Flexicar Members that hold a probationary Australian driver's licence are responsible for bringing their own 'P-Plates' and displaying them in or on the Flexicar Vehicle as required by law and are required to obtain permission, when applicable, from the relevant State or Territory authorities to operate any restricted vehicles in accordance with the law.
24. Flexicar Members must ensure that they comply, at all times, with all applicable laws and regulations relating to the use and operation of the Flexicar Vehicle.

## Prohibited Uses

25. During a Booking Period, Flexicar Members must ensure that no prohibited uses occur in respect of the Flexicar Vehicle. The following conduct or incidence are **Prohibited Uses**:
  - (a) acting recklessly, negligently, or with deliberate intent, such that loss or damage to the Flexicar Vehicle is caused.
  - (b) damaging the Flexicar in the following ways:
    - (i) causing the Flexicar Vehicle to roll, tip or fall over and this has caused damage to the side and/or the roof area of the Flexicar Vehicle;
    - (ii) causing undercarriage damage or overbody damage to the Flexicar Vehicle;
    - (iii) damage above the windscreen line to the front, rear or side of the Flexicar 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, skis or other items to the Flexicar Vehicle's roof causing damage;
    - (iv) damage to a Flexicar Vehicle sensor;
  - (c) the Flexicar Vehicle is used to jump start any other vehicle or vice versa.
  - (d) the Flexicar Vehicle is operated with a flat tyre, ignored a warning light, or put the incorrect fuel in the Flexicar Vehicle;
  - (e) the Flexicar Vehicle is used when it is damaged or unsafe;
  - (g) the Flexicar Vehicle is repaired without Flexicar 's prior written authority;
  - (h) driving the Flexicar Vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the Flexicar Vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable Country, 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;
  - (i) the fitting of objects to the interior or exterior of the Flexicar Vehicle that are not authorised by Flexicar;
  - (j) failing to take reasonable precautions to safeguard the Flexicar Vehicle such as leaving windows open or keys in the Flexicar Vehicle, or failing to use the anti-theft system (if provided);

- (k) the Flexicar 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 driver's licence in the applicable State or Territory);
- (l) the use of the Flexicar Vehicle by a person who was not approved by Flexicar and listed in the Booking or did not meet the Flexicar Member requirements set out in these Flexicar General Terms and Conditions;
- (m) the Flexicar Vehicle is sub-rented, transferred, sold or you part with or cause the Flexicar Vehicle to leave your actual possession such that another person has actual possession of the Flexicar Vehicle without Flexicar's written authority;
- (n) the Flexicar Vehicle is used to carry passengers or cargo for hire, reward, remuneration or payment subject to Flexicar having provided its written consent;
- (o) the Flexicar Vehicle is used for hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Flexicar Vehicle does not comply with the manufacturers specifications (including any hazardous materials);
- (p) the Flexicar Vehicle is used for towing a trailer or any other vehicle, unless the Flexicar Vehicle has a towbar fitted by Flexicar, in which case you have permission from Flexicar to tow a trailer provided the weight and dimensions of the item being towed do not exceed the manufacturers specified capacity of the Flexicar Vehicle;
- (q) the Flexicar Vehicle is overloaded with passengers and/or baggage;
- (r) the Flexicar Vehicle is used in a manner that, in Flexicar's reasonable opinion, brings Flexicar into disrepute or publicly associates Flexicar with any particular political, religious, promotional or activist position;
- (s) use a mobile phone to:
  - (i) make or receive a phone call, perform any audio function or as a navigational device, unless the Flexicar Vehicle is stationary and the body of the phone is secured in a mounting affixed to the Flexicar Vehicle and its use does not require manual operation of the phone; or
  - (ii) send a text message, video message, email or similar communication unless the Flexicar Vehicle is parked; leave the keys to the Flexicar Vehicle, any keyless start or remote door control device in it or with it whilst it is unattended or unoccupied by You or any passenger;
- (t) leave the Flexicar Vehicle unattended following an accident and before the arrival of a towage or salvage operator;
- (u) modify the Flexicar Vehicle or make any alteration or addition to it and no roof racks or towbars are permitted unless fitted by Flexicar and no decals, branding or logos may be fitted or applied to, or removed from, the Flexicar Vehicle without Flexicar's express prior written permission; or
- (v) the Flexicar Vehicle is smoked in or there is evidence of smoking.
- (w) the Flexicar Vehicle is operated on the following roads (**Prohibited Roads**):

- (i) on an Unsealed Road unless either:
  - (A) the Unsealed Road is a properly formed road that is graded and well maintained and the state or condition of the road will not make the use of the Flexicar Vehicle unsafe or be likely to cause damage to the Flexicar Vehicle;
  - (B) the distance travelled on the Unsealed Road is less than 500 metres; and
  - (C) the Flexicar Vehicle is driven at a safe speed not exceeding 40 kilometres per hour subject to a lower speed restriction applying;
- (ii) fire trails;
- (iii) above the Snow Line;
- (iv) off Road;
- (v) racetrack;
- (vi) on to any beach or area exposed to salt water;
- (vii) through any river, stream, creek, riverbed or tidal crossing;
- (viii) through or into flood waters or on flood prone roads or on any road where the state or condition of the road make the use of the Flexicar Vehicle unsafe or is likely to cause damage; or
- (ix) on any road where the police or any government or statutory authority has issued a warning, caution or which has been closed to vehicle traffic.

## **Making a Booking**

- 26. Third parties are prohibited from Booking a Flexicar Vehicle on behalf of a Flexicar Member.
- 27. Only a Flexicar Member and Account Holder may make a Booking.
- 28. Flexicar reserves the right to amend the Booking subject to there being a legitimate commercial justification for doing so.
- 29. Flexicar cannot guarantee the Account Holder's preferred Booking or that a particular Flexicar Vehicle will be available.
- 30. Flexicar will always use reasonable endeavors to ensure that a Booking, should it need to be modified by Flexicar, will be modified such that the Flexicar Member is matched to the nearest Flexicar Vehicle of the same or similar size.
- 31. Flexicar Members are permitted to make a Booking for a Flexicar Vehicle for a minimum of thirty (30) minutes and for a maximum of ten (10) days, subject to availability.

## **Booking Period**

- 32. Flexicar Members are permitted to use the Flexicar Vehicle for the Booking Period only.

33. Subject to the Australian Consumer Law, the Account Holder will be charged for the full Booking Period, regardless of whether the Flexicar Vehicle is:
- (a) collected after the start of the Booking Period;
  - (b) returned before the end of the Booking Period; or
  - (c) used by the Flexicar Member during the Booking Period.

## Booking Extension

34. An Account Holder or Flexicar Member may extend the Booking Period during a Booking (Booking Extension).
35. A Booking Extension may occur a maximum of two (2) times during a Booking, subject to you having contacted Flexicar and obtained Flexicar's consent for any additional Booking extensions.
36. Subject to the Consumer Law, the Account Holder will be charged for all fees and charges associated with the Booking Period including but not limited to any extensions, cancellations, Booking modifications and charges set out at Annexure 1.
37. If Flexicar cannot authenticate your payment, or your payment is not made, before the start of the Booking Period, your Booking will not be confirmed or will be cancelled.

## Flexicar Vehicle Collection

38. At the commencement of the Booking, you must take photos of all parts of the Flexicar Vehicle as prompted and directed by the Flexicar App.
39. Any existing damage must be reported by you via the Flexicar App and reported prior to you operating the Flexicar Vehicle.
40. Flexicar Vehicles are accessed via the Flexicar App and Member's must use their Flexicar App to lock and unlock the Flexicar Vehicle throughout the Booking Period even when a physical key is present in the Flexicar Vehicle.
41. You must ensure that the Flexicar Vehicle is locked with the Flexicar App when you are not inside or within the immediate vicinity of Flexicar Vehicle as a failure to do so, may constitute a Prohibited Use of the Flexicar Vehicle.
42. If, when collecting the Flexicar Vehicle, the Flexicar Vehicle is in an unsatisfactory condition due to the Flexicar Vehicle:
- (a) not being situated in the Reserved Parking Space or the location as otherwise shown on the Flexicar App;
  - (b) not being fit for use or purpose due to damage to the Flexicar Vehicle;
  - (c) being excessively dirty, unclean or containing rubbish;
  - (d) showing the fuel level as being less than  $\frac{1}{4}$  full;
- you must immediately report the issue to Flexicar via the Flexicar App or by calling Flexicar on 1300 363 780 and ensure that you take timestamped photos.
43. If you fail to report the Flexicar Vehicle as being in an unsatisfactory condition at the time you collect the Flexicar Vehicle, you may be held responsible for the costs associated with returning the Flexicar Vehicle to a satisfactory condition.

44. If you do not return the Flexicar Vehicle to the Reserved Parking Space by the Booking end day and time, and you have not extended the Booking or contacted Flexicar to advise that you are returning the Flexicar Vehicle late, Flexicar may terminate the Booking and report you to the relevant law enforcement authorities.

## During a Booking Period

45. Account Holders are responsible for the Flexicar Vehicle, and anything that happens to the Flexicar Vehicle, for the duration of the Booking Period.
46. Any damage that occurs during the Booking Period, for which a third party cannot be held responsible, is the responsibility of the Account Holder.
47. During the Booking Period, Flexicar Members must immediately inform Flexicar by phone of any fault in the Flexicar Vehicle and must not use the Flexicar Vehicle whilst it is in an unsafe or unroadworthy condition.
48. Smoking by Flexicar Members and Flexicar Vehicle passengers is prohibited.
49. The transportation of animals, domestic or otherwise, is prohibited in Flexicar Vehicles unless otherwise expressly stated by Flexicar.
50. Subject to Flexicar stating that the Flexicar Vehicle is permitted to transport domestic animals, domestic animals must be transported in an appropriate pet carrier.
51. If Flexicar has reasonable grounds to believe that the Flexicar Vehicle has been smoked in or that an animal has been transported in breach of these Flexicar General Terms and Conditions you may incur an additional fee or charge (**see Annexure 1**).
52. Flexicar Members must lock the Flexicar Vehicle when not using it or are away from the Flexicar Vehicle during their Booking Period with the Flexicar App.
53. Flexicar Members must not leave the Flexicar Vehicle key in the Flexicar Vehicle at any time except when placing it in the Flexicar Vehicle's driver doorwell at the end of the Booking Period.
54. If a Flexicar Vehicle key is lost, a replacement fee at (**see Annexure 1**) may be charged to the Account Holder.
55. Account Holders are responsible for paying any tolls, fines, fees or charges a Flexicar Member may incur during the Booking Period, including fees for using toll roads or EV charging stations as well as any administration fees incurred as a consequence.
56. Use of personal e-TAGs is prohibited when operating a Flexicar Vehicle.
57. Flexicar Vehicles are accessed via the Flexicar App and Flexicar Member's must use their Flexicar App to lock and unlock the Flexicar Vehicle throughout the Booking Period even when a physical vehicle key is present in the Flexicar Vehicle.
58. You must ensure that the Flexicar Vehicle is locked with the Flexicar App when you are not inside or actively engaging with the Flexicar Vehicle and a failure to do so may constitute a Prohibited Use of the Flexicar Vehicle.

## Refuelling

59. Fuel is included in the hourly and daily rates and you must use the fuel card located in the Flexicar Vehicle to pay when refuelling the Flexicar Vehicle.
60. When you return the Flexicar Vehicle, you must ensure that the Flexicar Vehicle's fuel tank is at least  $\frac{1}{4}$  full. If you return the Flexicar Vehicle at the end of their Booking Period with a fuel tank less than  $\frac{1}{4}$  full, a fee may be charged to the Account Holder (**see Annexure 1**).
61. You must ensure that you use the correct fuel when refuelling the Flexicar Vehicle and a failure to do so may result in Flexicar holding the Account Holder liable for the full amount of loss or damage caused to the Flexicar Vehicle by refuelling the Flexicar Vehicle with the incorrect fuel. Flexicar Vehicle's are not to be refuelled using premium fuels and it is the Flexicar Account Holder's responsibility to ensure that Flexicar Vehicle's are refuelled in accordance with the manufacturer's specifications or as otherwise directed by Flexicar.
62. If you, or you permit another individual, to use a Flexicar fuel card for any purpose other than refuelling a Flexicar Vehicle, Flexicar will be entitled to terminate Your Flexicar Membership Agreement and the Account Holder will be liable to refund all money associated with the improper use of the fuel card to Flexicar, plus any reasonable expenses incurred to recover such money.
63. If you fail to leave the Flexicar fuel card in the Flexicar Vehicle or lose the fuel card, a charge (**see Annexure 1**) will be applied.
64. If the Flexicar Vehicle is missing its fuel card or if the fuel card is demonstrably faulty, you will be required to pay for the fuel and report the faulty or missing fuel card to Flexicar on 1300 363 780. To seek reimbursement from Flexicar, you must retain the tax invoice for the fuel which must show the date and time that the tax invoice was rendered and send a copy of the tax invoice to Flexicar via email.

## Accident, Damage & Theft

65. Flexicar will charge the Account Holder for loss and damage exceeding the Liability Amount if:
  - (a) you have engaged in a Prohibited Use of the Flexicar Vehicle;
  - (b) you have operated the Flexicar Vehicle on a Prohibited Road; or
  - (c) Flexicar has reasonable grounds to believe that you are the party at fault but fault has not yet been determined;
  - (d) you have not:
    - (i) promptly reported the Incident to the police (if required by law and in compliance by law);
    - (ii) promptly and in any event not more than twenty-four (24) hours after the incident occurring, notified Flexicar in writing;
    - (iii) made any admission of fault or promise payment, settlement, waiver, release or indemnity in relation to the incident except to the extent that you are required to provide a statement to the police;
    - (iv) permitted Flexicar or Flexicar's insurers, at their own cost, to bring, defend or settle any legal proceedings against a third party in your name in relation to the incident.
    - (v) permitted Flexicar or Flexicar's insurers, at their own cost, to claim in your name under any applicable substitute vehicle insurance to assist, cause and to provide all material assistance to Flexicar in making such

a claim, including assigning any right to claim under any substitute vehicle insurance to Flexicar;

(vi) completed and provided to Flexicar or Flexicar’s insurers, within a reasonable time, any additional statement, information or assistance which Flexicar or Flexicar’s insurers may reasonable require, including but not limited to attending a lawyer’s office and attending a Court to give evidence; and

(vii) you are not an Australian citizen or Australian Permanent Resident or are not ordinarily a resident of Australia.

66. One damage incident that causes numerous types of damage to the Flexicar Vehicle will result in one payment of the Liability Amount.

67. If there is more than one damage incident:

- (a) each separate damage incident will be charged to the Account Holder;
- (b) the damage Liability Amount will be charged to the Account Holder at the time of loss or damage of the Flexicar Vehicle;
- (c) two separate damage incidents will result in two payments of the damage Liability Amount;
- (d) if Flexicar subsequently comes to a reasonable belief that a third party or the insurer of a third party will pay Flexicar for the loss or damage to the Flexicar Vehicle or Flexicar receive such a payment and it is in excess of the damage Liability Amount, Flexicar will, within a reasonable period of time of forming that belief or receiving such payment, refund you the amount received or to be received or to be received up to the damage Liability Amount.

68. Recovery cost means, in relation to the loss or damage to the Flexicar Vehicle total sum of:

- (a) retrieval, towing and storage costs actually and reasonably incurred by Flexicar;
- (b) damage assessment fees actually and reasonably incurred by Flexicar; and
- (c) administration fee reasonably and actually incurred by Flexicar for the costs of making arrangements for retrieval, towing and repairs and other administration activities.

69. If you are liable for loss and damage:

- (a) Flexicar will inform you in advance of the recovery costs being incurred;
- (b) Flexicar may debit the Account Holder for the damage Liability Amount; and
- (c) if there has been a Prohibited Use which has caused loss or damage, the Account Holder will be liable for all costs and damages associated with the incident irrespective of whether you have paid to reduce the damage Liability Amount.

70. When you are required to pay Flexicar an amount for loss and damage to the Flexicar Vehicle, the amount you must pay for any loss, damage, repair, cost or fee:

- (a) as reasonably determined by Flexicar’s third party repair assessment system; or
- (b) the lesser of the cost of repairs to the Flexicar Vehicle or market value of the Flexicar Vehicle at the time of the damage or loss;

as notified to you by Flexicar.

71. If the amount reasonably determined by Flexicar’s third party repair assessment system and paid by the Account Holder under clause 70(a) exceeds the actual cost of the loss, damage or repair, Flexicar will refund the difference to

you within a reasonable period of time.

72. Information Flexicar must provide if requested by the Account Holder:
- (a) the final cost of the repairs, loss or damage within a reasonable period of time; and
  - (b) supporting documentation quantifying the recovery costs incurred by Flexicar such as repair invoices and any other invoices paid or payable by Flexicar.

## Liability Amount

73. Subject to you having complied with these Flexicar General Terms and Conditions, liability will be the Liability Amount applicable to the class of Flexicar Vehicle Booked or if a further reduction of liability has been purchased, liability will be reduced to the Liability Amount purchased subject to clause 69 or as otherwise in accordance with these Flexicar General Terms and Conditions.
74. Your liability to Flexicar may exceed the Liability Amount and any purchased reduction to the Liability Amount will not apply if you have failed to comply with these Flexicar General Terms and Conditions and loss or damage in respect of the Flexicar Vehicle or damage to Flexicar has arisen as a result.
75. You must inform Flexicar immediately should any of your driving history details change during the course of Your Flexicar Membership, including but not limited to restrictions, cancellation or suspension of your license or any other material event or action taken against you which would reasonably be expected to result in an adverse assessment being made by Flexicar as to your suitability to access and operate a Flexicar Vehicle.

## Breakdown

76. Any breakdown involving a Flexicar Vehicle must be reported to Flexicar immediately by phone on 1300 363 780.
77. During the Booking Period, if a problem arises that prevents or limits the use of the Flexicar Vehicle or that may compromise people's safety, Flexicar Members must immediately notify Flexicar by phone on 1300 363 780 and park the Flexicar Vehicle in accordance with road rules and follow Flexicar's instructions.
78. For any breakdown requiring roadside assistance, including but not limited to a flat battery or a flat tyre, the Flexicar Member is required to wait at the Flexicar Vehicle until roadside assistance attends to the Flexicar Vehicle.

## Roadside Assistance

79. Flexicar provides basic roadside assistance with the Flexicar Vehicle. It will not cover you for assistance required for incidents that are your fault such as running out of fuel, lost keys or locking keys in the Flexicar Vehicle. The Roadside Assistance number should be used in the event of either an accident or a breakdown.
80. At no additional cost to you, Flexicar provides 24-hour roadside assistance, free of charge, for all mechanical faults that are not caused by you or are otherwise due to a Prohibited Use of the Flexicar Vehicle.
81. If your roadside assistance callout is due to a fault or incident which, in Flexicar's reasonable opinion, is caused by your act or omissions, including but not limited to acts or omissions relating to:
- (a) lost keys;
  - (b) tyre damage

- (c) refuelling the Flexicar Vehicle with the wrong fuel
- (d) keys locked in the Flexicar Vehicle
- (e) emergency refuelling sufficient to allow you to reach the nearest petrol station;
- (f) recharging flat Flexicar Electric Vehicle battery; or
- (g) flat battery due to head-lights or other electrical equipment having not been turned off;

Flexicar may, at its absolute discretion, pass on the roadside assistance costs by charging the Payment Card

## **Flexicar Electric Vehicle (EV) Bookings**

- 82. Hourly and daily rates do not include the cost of electricity required to charge a Flexicar EV.
- 83. Flexicar EVs may be either or both Passenger Vehicles or Commercial Vehicles
- 84. Flexicar EVs must be returned with no less than ¼ charge.
- 85. Loss or damage to the Flexicar EV's charging cables is not covered by the damage Liability Amount or the reduced damage Liability Amount, and any replacement fees will be the responsibility of the Account Holder.
- 86. The cost of damaged or a replacement charging fob is excluded from the damage Liability Amount and will be the responsibility of the Account Holder.
- 87. Any underbody or battery damage caused by driving over foreign objects is not covered by the damage Liability Amount.
- 88. Any damage caused by driving a Flexicar EV through an automatic car wash is not covered by the damage Liability Amount.

## **Parking and Traffic Offences**

- 89. Account Holders are liable for all parking and traffic offence penalties that relate to a Member's Booking Period including, but not restricted to, parking tickets, speeding fines, clamping fines, clearways and impound charges with Flexicar Members are responsible for reporting such infringements and offences to Flexicar as soon as possible.
- 90. If Flexicar receives a parking infringement or traffic offence notice and is either:
  - (a) obliged to provide the relevant authority with the identity of the Flexicar Member; or
  - (b) is able to transfer liability for the offence notice to the Flexicar Member of the relevant Flexicar Vehicle at the time of the offence prior to payment of the offence notice;

Flexicar will do so and the Account Holder will incur an administration charge (**see Annexure 1**).

- 91. In the event that Flexicar receives a parking infringement or traffic offence notice and is unable to transfer liability for the payment of the offence notice to the Flexicar Member responsible for the relevant Flexicar Vehicle at the time of the offence prior to payment, the Account Holder will incur an administration charge, plus the cost of the offence notice or parking infringement which may be a penalty amount imposed by the relevant body due to Flexicar having been unable to nominate the offending party.

92. If a Flexicar Member parks in a metered park during the Booking Period, the Account Holder is responsible for paying metered fees.
93. Flexicar Reserved Parking Spaces are strictly allocated to a single Flexicar Vehicle.
94. Flexicar Members are prohibited from parking a Flexicar Vehicle in a Reserved Parking Space other than in the assigned Reserved Parking Space applicable to the Flexicar Vehicle Booked.
95. When collecting a Flexicar Vehicle from an off-street parking garage, the garage's dedicated swipe card must be used for entry and exit. Failure to use these cards will leave the Account Holder liable for any parking fees incurred.
96. An off-street parking garage swipe card must only be used at the dedicated parking garage during the Booking Period. Any charges from using the swipe card outside your Booking Period or at another parking garage will be charged to the Account Holder.

## Vehicle Return

97. At the end of your Booking, you must return the Flexicar Vehicle to the Reserved Parking Space from which you collected the Flexicar Vehicle or as otherwise directed by Flexicar.
98. If you are unable to return the Flexicar Vehicle to the Reserved Parking Space due to another vehicle being illegally parked in the Reserved Parking Space or due to it otherwise being obstructed, you must follow the procedure set as directed by the Flexicar App.
99. When you return the Flexicar Vehicle, you must ensure that:
  - (a) the Flexicar Vehicle is in the same condition as when you collected it, fair wear and tear excepted;
  - (b) the ignition of the Flexicar Vehicle is switched off;
  - (c) the head lights and internal lights are switched off;
  - (d) the handbrake is engaged;
  - (e) all doors, windows, the boot, petrol cap, bonnet and sunroof (if applicable) of the Flexicar Vehicle are closed and locked;
  - (f) the Flexicar Vehicle shows a fuel level of at least  $\frac{1}{4}$ ;
  - (g) the Flexicar Vehicle key, fuel card and any parking access card has been returned
  - (h) all documents and accessories that were in, attached to or otherwise fitted to the Flexicar Vehicle at the commencement of your Booking remain in, attached to or fitted to the Flexicar Vehicle;
  - (i) you have removed all personal items from the Flexicar Vehicle;
  - (j) you have removed all rubbish and ensured that the Vehicle is otherwise in the same state of cleanliness as when you collected the Flexicar Vehicle;

(k) you have locked the Flexicar Vehicle and ended your Booking using the Flexicar App; and

(l) you have taken photos of all parts of the Flexicar Vehicle as prompted and directed by the Flexicar App.

100. If you fail to comply with the procedure set out at clause 99, the Account Holder may be liable for additional fees and charges.

101. You acknowledge and agree that Flexicar will not be responsible for any personal items left in the Flexicar Vehicle. Flexicar has no obligation to ensure that personal items left in the Flexicar Vehicle are returned to you but should Flexicar return your personal items, you will be liable for any costs, fees or charges associated with the retrieval, removal and/or storage of your personal items.

## Repossession of a Flexicar Vehicle

102. If you fail to return the Flexicar Vehicle to Flexicar when required (other than due to theft or an accident not caused by your negligent or reckless act or omission), and if you fail to comply with a demand by Flexicar for you to return the Flexicar Vehicle, Flexicar may:

- (a) take steps to recover and repossess the Flexicar Vehicle where and when it is located. You authorise Flexicar to take reasonable steps to recover or repossess the Flexicar Vehicle and you agree to make all reasonable efforts to obtain the right for Flexicar to enter any premises to recover and repossess the Flexicar Vehicle; and
- (b) deem the Flexicar Vehicle stolen and report it stolen to the police. Flexicar may then de-register the Flexicar Vehicle and the Account Holder will be responsible for any & all loss (including third party personal and property damage associated with the Flexicar Vehicle).

103. In the circumstances described in clause 102, the Account Holder will be responsible for the rental charges, loss of or damage to the Flexicar Vehicle (up to the full value of the Flexicar Vehicle), any towing and storage charges, loss of rental income, any repossession charges incurred to recover the Flexicar Vehicle and other losses, or expenses related to the incident.

104. The Account Holder's liability to Flexicar for loss or damage described immediately above will not be limited to the damage liability amount stated in your booking.

## Pricing Structure

105. Flexicar Plans and rate information are available on Flexicar's website at [www.flexicar.com.au](http://www.flexicar.com.au).

106. The Account Holder is required to pay the membership fees (if any), rates and charges associated with their selected Flexicar Plan.

107. Pricing, rates, fees, charges and costs vary depending on the Flexicar Plan selected and may be subject to change in accordance with these Flexicar General Terms and Conditions.

108. For Booking Periods that exceed six (6) hours in any twenty-four (24) hour period within a Booking, the Account Holder will be charged a daily rate as set out in the Booking plus any kilometres that exceed the kilometres included with the daily rate (if any) in accordance with Your Flexicar Plan.

109. If an Account Holder makes two separate Bookings that exceed six (6) hours within a single twenty-four (24) hour period, two (2) daily rates will apply.
110. For bookings or booking extensions of less than six (6) hours, the Account Holder will be charged an hourly rate plus the kilometres driven at the rate set out in Your Flexicar Plan.
111. Account Holders will incur usage charges made by all Flexicar Members linked to their account including but not limited to hourly rates, daily rates, and kilometre rates. The hourly rate, daily rate and kilometre rate will depend on the Account Holder's selected plan and the type of Flexicar Vehicle booked.
112. An Account Holder may request a change of plan via the Flexicar App or Flexicar Website.
113. Change of plans are immediate, unless you are currently on an active Booking.
114. A change of plan will apply to all Flexicar Members linked to an Account Holder's account.
115. Rates and plans may change from time to time and Flexicar will provide written notice in advance to notify Account Holders of any changes.

## Billing

116. You agree that Flexicar may deduct from the Account Holder's Payment Card all fees and charges attributable to any Booking made by the Account Holder or any Flexicar Members linked to the Account Holder's account.
117. The Account Holder is responsible for any bank fees incurred as a consequence of the Account Holder having insufficient funds to meet charges deducted by Flexicar in accordance with its rights under these Flexicar General Terms and Conditions.
118. Flexicar reserves the right to pre-authorise up to 100% of the initial charges 48 hours prior to the Booking commencing or immediately if your Booking commences within 48 hours. The Booking will only be confirmed once this authorisation has been successfully obtained. Flexicar will notify the Account Holder if the payment card is declined.
119. The Payment Card will be charged as follows:
- (a) 4 hours in advance of the commencement of an initial Booking Period; and
  - (b) immediately on extending the Booking;
- as well as after the Booking Period for any additional charges, fees, costs, infringements and penalty notices that were incurred during the Booking Period.
120. Additional delayed charges such as road tolls, EV charging, traffic & parking infringements and fees or fines (**see Annexure 1**) may be charged to the Account Holder's payment method on Flexicar receiving notification of these costs from the relevant managing bodies.
121. If the nominated payment card is declined by the card issuer or bank, the Booking or Booking extension, will not be confirmed and may be cancelled.
122. If an Account Holder's outstanding balance remains overdue and unpaid, this may affect the Account Holder's ability to rent vehicles in the future from Flexicar or Hertz Australia Pty Ltd brands.

123. The Account Holder will be liable to Flexicar for the following charges:

- (a) payments required under Your Flexicar Plan;
- (b) those described in **Annexure 1**;
- (c) any application or upfront fees associated with the Account Holders selected plan;
- (d) booking charges and surcharges;
- (d) any charge for loss or damage resulting from an Account Holder or a Flexicar Member linked to the Account Holder's account failure to comply with these Flexicar General Terms and Conditions;
- (e) all fines and court costs for parking, traffic or other offences (including any costs which arise if the Flexicar Vehicle is clamped) charged to either Flexicar or the Account Holder and incurred by the Flexicar Member during their Flexicar Vehicle use. Any fines and charges that are processed by Flexicar will render the Account Holder liable for Flexicar's reasonable administration charges. Such administration charges may be payable on demand;
- (f) all charges incurred by a Flexicar Member linked to the Account Holder's account and Flexicar's reasonable administration costs;
- (g) any payments of damage Liability Amount;
- (h) the cost of the damage Liability Amount if a reduced damage Liability Amount is purchased by the Account Holder;
- (i) Flexicar's costs, including legal fees on a full indemnity basis, incurred in collecting payments due from an Account Holder;
- (j) in the event that an Account Holder fails to make a payment required on demand, the finance charges paid by Flexicar as a result of directly debiting that amount;
- (k) GST and all other taxes and levies on any of the charges listed above, as applicable from time to time.

124. The Account Holder acknowledges that agreement to these Flexicar General Terms and Conditions shall constitute authority for Flexicar to debit all fees and charges, whether currently owing or owed in the future, against the Account Holder's nominated payment card. This includes charges due as a result of theft of, or damage to, the Flexicar Vehicle and any fines and court costs for parking and traffic offences.

125. Flexicar may elect to amend payment terms at its sole discretion with written notice to Account Holders.

## Your Personal Information and Privacy

126. Flexicar collects and handles personal information in accordance with *Privacy Act 1988* (Cth).

127. Flexicar collects personal information in the course and furtherance of providing Flexicar Membership and services.

128. Flexicar Vehicles are fitted with a vehicle monitoring system and GPS which can be used to open and close the Flexicar Vehicle, track and record the geographical location, distance and speed of the Flexicar Vehicle during the Booking Period and obtain vehicle damage data. It can also be used to immobilize the Flexicar Vehicle in the event of non-payment, recovery of a Flexicar Vehicle or if Flexicar has reasonable grounds to suspect the Flexicar Vehicle is being used for a Prohibited Use. You agree that Flexicar can collect this data, which may include your personal

information. This information may also be shared with law enforcement bodies or companies as necessary for the purposes of recovering a Flexicar Vehicle.

129. Flexicar's Privacy Policy is available at <https://www.flexicar.com.au/privacy-policy/> forms part of these Flexicar General Terms and Conditions.

130. By entering into a Flexicar Membership, you represent and warrant that you have read and agreed to Flexicar's Privacy Policy.

## Suspension of Membership

131. Flexicar may elect to immediately suspend or cancel your Flexicar Membership at any time if:

- (a) you have received infringement notices;
- (b) you had an at fault Incident;
- (c) your payment is late or dishonoured;
- (d) your driver's licence has expired;
- (e) the payment card has expired, has been misused or Flexicar reasonably suspect that it has been stolen or identified as blocked or high risk by Flexicar or one of Flexicar's third party service providers;
- (f) you have breached the terms of the Flexicar General Terms and Conditions, including a failure to pay fees or charges; or
- (h) Flexicar is notified by the police or other lawful authority that the Flexicar Vehicle is being used for an unlawful activity.

132. If your Flexicar Membership has been suspended, any upcoming Bookings will be cancelled and you will not be able to make further Bookings until your Flexicar Membership has been reinstated.

133. If your Flexicar Membership becomes suspended during your Booking and you do not return the Flexicar Vehicle as directed, then unless restricted by law from doing so, Flexicar may take reasonable steps to take possession of the Flexicar Vehicle. You authorise Flexicar to do so and, except as otherwise provided by law, will indemnify Flexicar on demand against any liability which arises due to your failure to return the Flexicar Vehicle.

## Termination of Membership

134. Either party has the right to terminate Your Flexicar Membership Agreement immediately by notice in writing to the other party if the other party commits a breach of these Flexicar General Terms and Conditions and either:

- (a) the breach is material and not capable of being remedied;
- (b) the breach is capable of being remedied and the defaulting party fails to remedy the breach within seven (7) days of being notified in writing of the breach by the party giving the notice; or
- (c) a breach occurs on more than one occasion.

135. If Your Flexicar Membership Agreement is terminated, your Flexicar Membership will also be simultaneously terminated.
136. Termination Your Flexicar Membership Agreement shall not in any way prejudice or affect the obligations of either party in respect of acts or events before the date of termination.
137. The covenants, conditions and provisions of the Flexicar General Terms and Conditions which are intended or capable of having effect after the expiry or termination of Your Flexicar Membership Agreement (including provisions relating to insurance, liability, privacy and disputes) remain in full force and effect following any expiration or termination of your Flexicar Membership Agreement.
138. Flexicar reserves its rights to recover any amount owing by an Account Holder to Flexicar upon termination by you or Flexicar due to your breach of the Flexicar General Terms and Conditions.
139. If Your Flexicar Membership Agreement is terminated, any upcoming Bookings will be cancelled and you will not be able to make further Bookings.
140. If Your Flexicar Membership Agreement is terminated during your Booking and you do not return the Flexicar Vehicle as directed, then unless restricted by law from doing so, Flexicar may take reasonable steps to take possession of the Flexicar Vehicle. You authorise Flexicar to do so and, except as otherwise provided by law, will indemnify Flexicar on demand against any liability which arises due to your failure to return the Flexicar Vehicle.

## **Severance**

141. If any provision of these Flexicar General Terms and Conditions is or becomes invalid or unenforceable, the remaining provisions shall be interpreted in such a way so as to remain in effect and binding on the parties.

## **Governing Law and Jurisdiction**

142. These Flexicar General Terms and Conditions and all matters arising from or connected with it are governed by and shall be construed in accordance with Australian law.
143. The Courts of Victoria, Australia have non-exclusive jurisdiction to settle any dispute arising from or connected with these Flexicar General Terms and Conditions.

## **Assignment**

144. Flexicar has the right to assign or novate at its election its rights and obligation under these Flexicar General Terms and Conditions in favor of a third party but Flexicar will ensure that the Flexicar Member and Account Holder is not materially and adversely impacted by such assignment or novation

## Annexure 1 – Other Fees & Charges

The following is the schedule of services fees and charges (incl GST) that are additional to the Booking fee.

This list is not exhaustive and may be updated and amended from time to time.

You acknowledge that prior to making a Booking that you have reviewed and agreed to Flexicar’s charges.

	Amount
Cancel < 30 mins before pick up without any prior booking modifications	Full booking fee
Cancel > 30 mins < 4 hours before pick up without any prior booking modifications	Cancellation fee
Cancel > 4 hours before pick up without any prior booking modifications	\$0
Modify booking < 30 mins before original pick-up and cancel any time before new pick-up	Full booking fee
Modify booking > 30 mins before original pick-up and cancel any time before new pick-up	Cancellation fee
Booking auto cancelled due to suspended Flexicar Member status (outstanding payment block)	\$0
Flexicar Vehicle left unlocked at end of booking	Cost of any damage/loss
Booking modified 3 or more times and then cancelled	Full booking fee as at last modification
Missing fuel card or parking card	Cost of replacement
Untidy Flexicar Vehicle, smoking or pets in a Flexicar	Cost of cleaning as required
Lost Flexicar Vehicle key	Cost of replacement
Low fuel (less than ¼ tank) or low electric Flexicar Vehicle charge (less than 25% charge)	\$50
Location Fee (applicable locations only)	As notified at the time of booking
Infringement Administration Processing Fee	\$35 per infringement