

YOUR FLEXICAR MEMBERSHIP TERMS

Updated 12 December 2022

Your **Flexicar** membership is a unique membership that allows you to access Flexicar vehicles on an hourly basis, from a convenient location.

Your membership will allow you to book over the internet, using iPhone and Android apps or by phone to use a vehicle for periods from one hour to five days.

As a membership-based organisation, we ask each member to respect not only the vehicle, but also these terms and conditions and the rights of your fellow members.

This agreement and the terms and conditions below govern all other members as well as your membership and your usage of the cars.

By continuing with your booking, you agree to be bound by these terms and conditions. Any changes to these terms will be posted on the **Flexicar website**: www.flexicar.com.au

Please look through the FAQ section on our website for further details on how the process works and for any additional requirements which you need to adhere to as a member.

Definitions

Account Holder	means a person or organisation that has agreed to these T&Cs and takes full responsibility for the payment of all fees, charges, fines and costs incurred by all Drivers linked to their account as set in these T&Cs. An individual may be both an Account Holder and Driver, and may also be referred to as a 'member' or as 'you' in these T&Cs.
Active Booking Period	means the period between the first vehicle entry and final vehicle entry via the Flexicar mobile app by the Driver.
Booking Period	means the time that the Driver has booked for use of a Flexicar.
Car	refers to a vehicle within the Flexicar fleet that a driver is permitted to drive for the Booking Period.
Commercial Vehicle	refers to a utility vehicle or van within the Fleet.
Driver	means a person over 18 years of age with a valid probationary or full driver's licence who has agreed to these T&Cs and has been accepted by Flexicar as someone that can drive a Flexicar car. A Driver must be authorised by the Account Holder to be linked to their account, if the Account Holder and the Driver are two separate entities. Drivers and Account Holders are also referred to as Members, or 'you'.
Flexicar	means the business trading as 'Flexicar' under the organisation of Hertz Australia Pty Ltd, ABN 31 004 407 087 with a registered address of Level 15, 636 St Kilda Road, Melbourne VIC 3004.
Hertz 24/7	Flexicar's sister brand formerly operating outside of Victoria, means the business trading as Hertz 24/7 under the business name of Hertz Australia Pty Ltd ABN 31 004 407 087, with a registered address of Level 15, 636 St Kilda Road, Melbourne 3004
Legacy System	means the former web and mobile Flexicar applications that ceased operating on [DATE TBC]
Legal Parking Space	is any parking space that is usable by the general public 24/7. Thus, it excludes parking with the following designations: accessibility space (also known as disabled car parks), no standing, no stopping, clearways, loading zones and permit zones that are not designated Flexicar Car Share permit bays. Paid/metered parking is legal whilst the parking fee has been paid.
Pre-Existing Damage	means the photos of pre-existing damage displayed in the Flexicar mobile app at the beginning of a booking.

Re:Member Manual	is the digital in-car manual which outlines how to use the Flexicar service and must be referred to when using the Car. The manual is accessed via a QR code displayed inside the vehicle.
Reserved Parking Space	means the reserved space in which the Car is parked when not in use by a Driver. This space can only be used by the designated Car for that space.
Untidy Car	refers to a Car that is dirtier than expected from normal use and includes rubbish left in the Car, sticky surfaces or visible dirt, mud, sand and grass cuttings on seats or in the boot or in foot wells.
T&Cs	means these terms and conditions, applicable to your Flexicar membership.

Application to become a Flexicar Driver

1. A person may apply to be a Flexicar Driver by submitting an application online. Flexicar reserves the right to refuse any membership application, at our discretion.
2. Subject to the above, an application to be a Flexicar Driver will only be accepted after:
 - a. The applicant agrees to these T&Cs, and agrees to be bound by them;
 - b. The applicant completes all parts of the application forms that Flexicar deems required information; and
 - c. Payment from the Account Holder of the applicable membership fees are received.
3. Driver must provide Flexicar with correct information when applying to be a Driver (including, without limitation, the Driver's name, address, age and driving history). Driver must update Flexicar with any and all changes to this information during their membership.
4. Individuals on a learner's permit are not permitted to drive a Flexicar.
5. Flexicar uses OCR Labs to authenticate new membership applications. This service conducts checks of information provided in your application, including your driver's licence, contact details and supplied payment details. By applying to become a member, you authorise us to check of the details provided in your application using OCR Labs or a similar third party.
6. Senior rate plans are available to those who hold a current Seniors Card of which a copy must be provided to our Member Care Team for approval. Please contact info@flexicar.com.au for further information.

7. An Account Holder may have more than one Driver on their Flexicar business account. Any additional Driver must be invited by the Account Holder via the Flexicar platform. By inviting a Driver, the Account Holder gives consent for the Driver to be billed on their account. The Account Holder is responsible for managing the Drivers invited to join their account, including removing any unauthorised Drivers.
8. If you are on a probationary licence, you are responsible for bringing your own 'P-Plates' and displaying them in the cars as required by law. As a probationary driver, it is your responsibility to gain permission from a relevant State/Territory authorities to drive any restricted vehicles in accordance with the law.
9. This agreement will continue for a term of 12 months from the month of application. Your membership will automatically renew for a further 12 months at the end of each 12-month term. Account Holders can cancel their membership at any time via the Flexicar web and mobile applications or by emailing info@flexicar.com.au (however, see Refund Policy below).

Accessing our cars

10. Cars are accessed via the Flexicar mobile app. Drivers must use their Flexicar mobile app to lock and unlock the vehicle throughout the entire duration of their booking even when a physical car key is present in the vehicle.
11. You must ensure that the Car is locked with the Flexicar mobile app when you are not inside or actively engaging with the Car.

Flexicar's Responsibilities

12. You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you that, by law, we cannot exclude or limit (Consumer Law Liability).
13. Except for Consumer Law Liability, we will not cover you for any losses (financial or otherwise), including indirect or consequential loss, loss of profits or loss of opportunity.
14. Without limiting our Consumer Law Liability or the above exclusions, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.
15. Flexicar is not responsible for statements made by any third parties.

Member Responsibilities

16. The Car must only be driven by an authorised Driver. Only Account Holders are covered by Flexicar's damage cover.
17. Account Holders will be charged a penalty and can have their membership suspended if they, or their Drivers, allow a person who is not an authorised Driver to drive a Flexicar Car.
18. You must care for, use, and return the vehicle in accordance with the T&Cs and pay the amounts due. You warrant that all information provided by you to Flexicar is true and correct at all times.
19. You must ensure that you hold a valid licence to operate the vehicle rented.
20. You must ensure that you comply with all applicable laws and regulations relating to the use of the vehicle.
21. If there is a Prohibited Use of the vehicle, we may terminate your membership 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 for that loss or damage up to the full value of the vehicle, as well as any related losses and fees, such as third party losses. 'Prohibited Uses' include situations where:
 - a. you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle;
 - b. the vehicle is damaged in the following ways:
 - i. 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;
 - ii. the driver caused undercarriage to the vehicle;
 - iii. a person sits or stands on the roof of the vehicle;
 - c. the driver causes damage 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 entering car parks with insufficient clearance) or securing luggage, skis or other items to the vehicle's roof causing damage;
 - d. Driver drove the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys;
 - e. 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 drugs or alcohol is over the applicable State or Territory legal limit. If a person refuses or fails to provide a breath, bloody 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;

- f. the fitting of objects to the interior or exterior of the vehicle that are not authorised by Flexicar;
- g. failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or failing to use the anti-theft system (if provided);
- h. 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);
- i. the use of the vehicle by a person who is not authorised by the Account Holder or who is not accepted by Flexicar as a Driver;
- j. the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- k. the vehicle is sub-rented, transferred or sold;
- l. the vehicle is used to carry passengers (e.g. as a taxi) unless Flexicar consents in writing, or to carry cargo (except for commercial vehicles), for hire, reward or remuneration;
- m. 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);
- n. the vehicle is used for towing a trailer or any other vehicle, unless the 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 specified capacity of the vehicle;
- o. The vehicle is overloaded with passengers and/or baggage;
- p. 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), or natural disaster which could be avoided including fire, storm or cyclone;
- q. The vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Flexicar or off-road (eg. on fire trails, tracks, fields or paddocks) (unless specified in writing by Flexicar);
- r. The 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; or
- s. The vehicle is driven on unsealed roads and is not a 4WD (except for roads under repair, access roads to recognised camping or accommodation grounds).

22. If driving the car above the snowline, snow-chains must be fitted by a snow-chain professional; otherwise, the Driver will be responsible for any damage incurred as a result of the Driver fitting snow-chains to the Car incorrectly or otherwise in a manner which causes damage to the Car or any other vehicle or property.
23. The Driver must inform Flexicar immediately via the mobile app or phone if they become aware of any defect or damage to a Car (including internal damage) not recorded as Pre-Existing Damage. This is a mandatory requirement at the commencement of each booking, not conclusion – otherwise the Driver may be deemed responsible for the damage.
24. The Account Holder may be liable for payment of repairs or cleaning to a Car which is over and above Flexicar's general cleaning and maintenance routine, or if the Car has been damaged either inside or outside as a result of use by the Driver.
25. Flexicar reserves the right to immediately suspend and/or terminate the membership rights of its service to any Account Holder and/or Driver if an Account Holder and/or Driver contravenes any of these T&Cs. On suspension, any existing Bookings under the Account Holder and/or Driver may be cancelled by Flexicar at its discretion.
26. Any Account Holder on the Flexi-Student or Flexi-Student Reduced Excess plan must provide current proof of student enrolment as requested by Flexicar. If sufficient proof of enrolment is not provided by the requested time, the Account Holder will be switched to the Sometimes or Sometimes Reduced Excess plan based on the current student plan they are on. Any Account Holder on a student plan must contact Flexicar immediately if they cease to be a student.
27. The Account Holder undertakes and agrees to indemnify Flexicar against any liability, loss, damages, costs and expenses (including legal costs on a full indemnity basis) suffered as a result of or in connection with any breaches by a Driver or Account Holder of these T&Cs.
28. The Account Holder agrees to hold Flexicar harmless for any bank fees incurred as a result of the Account Holder having insufficient funds to meet charges deducted by Flexicar in accordance with its rights under these T&Cs.

Making a booking

29. A third party cannot book a Car on behalf of an Account Holder or a Driver under any circumstances. Only a Business Account Manager may book a vehicle on behalf of another driver using their business account. A Driver can only book a Car under their own name.
30. A booking in **Australia** can be made online at any time, or via phone on 1300 363 780 only between 9am and 5pm AEST and bookings in **New Zealand** can be made online at any time, or via phone on 0800 888 752 between 9am and 5pm NZST. Flexicar does not accept email bookings.

- 31. A booking confirmation email is sent after an online or phone booking is completed. The information in this email is what is considered reserved. It is the Account Holders responsibility to review every booking confirmation email to ensure they have the booking they desire.
- 32. Flexicar reserves the right to change the reserved Car for existing bookings, should Flexicar move another Car to the Reserved Parking Space.
- 33. Flexicar cannot guarantee your preferred booking time or Car will be available prior to booking.
- 34. Flexicar reserves the right to restrict members with less than 10 paid bookings without any prior unsuccessful payments from booking prestige vehicles. Such bookings will be switched to the nearest available vehicle.

Booking period

- 35. An Account Holder and/or Driver must always book the Car prior to use.
- 36. The minimum Booking Period is 60 minutes and maximum of 5 days or 120 hours with 15-minute incremental increases. Any Booking Period of more than 5 days or 120 hours is subject to Flexicar's discretion. Such bookings must be agreed to and made by a Flexicar representative over the phone.
- 37. Drivers can use the Car for the Booking Period only.
- 38. The Account Holder will be charged for the full Booking Period, regardless of whether the Car is:
 - a. Collected after the start of the Booking Period;
 - b. Returned before the end of the Booking Period; or
 - c. Not used at all by the Driver during the Booking Period.
- 39. Account Holders and/or Drivers may make a booking up to 12 months in advance.

Booking cancellation

- 40. A Booking may be cancelled without penalty until four hours before the start of the Booking Period.
- 41. Cancellation of a Booking between zero and four hours before the start of the Booking Period, or after the Booking start time, will incur a penalty (**see Annexure 1 Fees & Fines**).

Car Collection

42. The Driver must collect the Car from its Reserved Parking Space.
43. The Driver is responsible for assessing the condition of the Car (both interior and exterior) at the start of the Booking Period, in addition to checking for the fuel card and fuel level. Failure to immediately notify Flexicar via the mobile app or by phone of any previously unreported damage or an Untidy Car at the start of a booking, will be deemed your acceptance of the good working order of the Car at the beginning of the Booking Period. Thus, anything reported after the booking start will be considered the Driver's responsibility, and the Driver/Account Holder will be held liable for any repair or cleaning costs.

During a booking period

44. Account Holders are responsible for the Car, and anything that happens to it, for the entire Booking Period, not simply the Active Booking period. Any damage that occurs during the Booking Period, for which a third party cannot be held responsible, is the responsibility of the Account Holder, as is any excess payable on any damage claim.
45. During the Booking Period, Drivers must immediately inform Flexicar by phone of any fault in the Car and must not use the Car whilst it is in an unsafe or unroadworthy condition.
46. Drivers must make sure they use the correct fuel when refuelling the Cars.
47. Smoking is prohibited in every Car. Pets are prohibited in Cars, unless they are in a special pet-friendly Car and they must still be carried in a pet carrier, cleaning for the removal of pet hair will incur a penalty (**see Annexure 1**). Drivers who smoke in the Car or allow a pet in a non-pet friendly car will incur a penalty (**see Annexure 1**), charged to the Account Holder.
48. Drivers must lock the Car when not using it or are away from the Car during their Booking Period with the Flexicar mobile app.
49. Drivers must not leave the Car key in the Car at any time except when placing it in the driver's door well at the end of the Driver's Active Booking Period.
50. If a Car key is lost, a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion in addition to:
 - a. The cost of replacing the key; and
 - b. If another Driver is inconvenienced by the loss of the Car key, the reasonable costs incurred by the inconvenienced Driver, including but not limited to the cost of alternative transport. Although Flexicar will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

51. Account Holders are responsible for paying any tolls, fines, fees or charges Drivers may incur during the Booking Period, including fees for using toll roads or EV charging stations. Tolls and EV charging are passed along at cost with a \$0.20 admin fee for processing the payment. Personal eTags may not be used in a Car.
52. If a Car battery is made flat during a booking (e.g. by leaving on lights, door open, keys in the ignition or by any other method), a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of alternative transport such as a return taxi journey.
53. Support cannot be offered to Drivers who do not have access to a mobile phone during their booking.

Refuelling

54. Fuel is included in our rates and Drivers must use the fuel card located in the driver's door pocket to refuel. When returning the Car, Drivers must ensure that the fuel tank is at least $\frac{1}{4}$ full. If a Driver leaves a Car at the end of their Booking Period with a fuel tank less than $\frac{1}{4}$ full, a penalty (**see Annexure 1**) may be applied to the Account Holder.
55. If a Driver uses a Flexicar fuel card for any purpose other than refuelling a Flexicar Car, Flexicar will be entitled to terminate that Driver's membership. The Account Holder will be liable to refund all money associated with such as incident, plus any reasonable expenses incurred to recover money.
56. If a Driver fails to leave the Flexicar fuel card in the Car or loses the fuel card, a penalty (**see Annexure 1**) will be applied to the Account Holder.
57. In the event of a Flexicar fuel card being faulty or missing, the Driver will be required to pay for the fuel and then seek reimbursement from Flexicar. To obtain reimbursement, the Driver is required to retain the tax invoice for the fuel and send it to Flexicar via email. The amount of the fuel purchased will be issued as a driving credit to the Account Holder. The Driver is also required to report the faulty or missing fuel card to Flexicar on 1300 363 780 (for **Australian** bookings) and 0800 888 752 (for **New Zealand** bookings).

Accident, damage & theft

58. If the Driver has an accident, the Driver should not admit fault and should:
- Make the Car secure and inform the police immediately if anyone is injured or there is a disagreement as to the facts;
 - Note down the car registration, names, addresses and licence numbers of any other drivers involved;
 - Note down the names and addresses of any witnesses; and

- d. Call Flexicar immediately on 1300 363 780 for **Australian** bookings and 0800 888 752 for **New Zealand** bookings.
59. The Driver must provide all information Flexicar reasonably requests concerning the accident within 48 hours of any request. Without limiting the foregoing, the Driver must return to Flexicar a correctly completed vehicle incident report from within 48 hours of it being sent to the Driver. It must include any police witness statements or reports if applicable.
60. Drivers must provide accurate statements and cooperate with Flexicar in any way required.
61. If a Driver is at fault in an accident or incident that causes a Car to be off the road and unable to be used by Flexicar Drivers, the Account Holder will incur a daily penalty (**see Annexure 1**) while the Car is off the road. This penalty will be capped at an amount equal to the Driver's excess, as varied, if relevant, by the Account Holder's payment of the excess reduction fees.
62. The Driver's excess amount may be charged immediately following an accident, unless the driver is on a \$0 excess plan and has followed all relevant T&Cs. The \$0 excess plan does not apply to prestige or Commercial vehicles or to drivers under the age of 25.
63. In the event of an accident where recovery, towing is required, the cost of recovery and/or towing the Vehicle applies on top of a Driver's excess amount.
64. If a third party cannot be held responsible for damage, the Driver/Account Holder will still be liable for any excess payable.

Breakdown

65. Any breakdown involving a Car must be reported to Flexicar immediately by phone on 1300 363 780 for **Australian** bookings or 0800 888 752 for **New Zealand** bookings. Either Flexicar and/or roadside assistance will attend to the Car, the Driver may be provided with alternative transport if necessary, at the discretion of Flexicar.
66. During the Booking Period, if a problem arises that prevents or limits the use of the Car or that may compromise people's safety, Drivers must immediately notify Flexicar by phone on 1300 363 780 for **Australian** bookings and 0800 888 752 for **New Zealand** bookings and park the Car in accordance with road rules and Flexicar's instructions.
67. For any breakdown requiring roadside assistance, including but not limited to a flat battery or a flat tyre, the Driver is required to wait at the Car until roadside assistance attends to the Car.
68. It is strictly forbidden to use a Car to jump start any other car whether or not the other car is owned by Flexicar, or to attempt to jump start a Car using any other car.

Electric Vehicle Bookings (EV)

69. Our electric vehicles have a standard battery capacity and range; however, the performance of that battery depends on the conditions under which it is operated. Flexicar will not be liable for any shortfall of the battery capacity or range.
70. The battery charging limit on your electric vehicle should be set at 90% maximum and it is advised that this limit should only be increases to 100% in critical circumstances, as charging the battery to 100% can lead to significant battery degradation.
71. Hourly and daily rates do not include the cost of electricity required to charge an electric vehicle. Electric vehicles must be returned with no less than 20% charge.
72. Our electric vehicles come with two charging cables, it is important to look after the cables and ensure they are returned with the vehicle. Loss of the charging cable is not covered by insurance and any replacement fees (usually around \$500 each) will be the responsibility of the Account Holder.
73. Our electric vehicles come with Chargefox and Evie RFID fobs, you must take good care of these fobs and ensure they are returned with the vehicle. The cost for damaged or replacement fobs is not covered by insurance and will be the responsibility of the Account Holder.
74. Any Chargefox or Evie charger use is billed back to Flexicar and you acknowledge that you are fully responsible for these costs. Flexicar will on charge to your credit card on receipt of an invoice.
75. Any underbody or battery damage caused by driving over foreign objects is not covered by insurance.
76. Flexicar will not be responsible for removing any personalisation created in the electric vehicle. For example, if you sign into Netflix or Spotify, then you are responsible for logging out at the end of your hire and Flexicar is not responsible if another renter utilises your account.

Parking and traffic offences

77. Account Holders are liable for all parking and traffic offence penalties that relate to a Driver's Booking Period including, but not restricted to, parking tickets, speeding fines, clamping fines, clearways and impound charges. However, where possible, it is the Driver's responsibility to pay the relevant authority directly. Drivers must report any such offences to Flexicar as soon as possible.
78. In the event that Flexicar receives a parking or traffic offence notice and is either:
 - a. Obligated to provide the relevant authority with the identity of the Driver of the relevant Car at the time of the offence prior to payment of the offence notice, or
 - b. Is able to transfer liability for the offence notice to the Driver of the relevant Car at the time of the offence prior to payment of the offence notice,

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

This administration charge is payable to Flexicar at the time of application.

79. In the event that Flexicar receives a parking or traffic offence notice and is unable to transfer liability for the payment of the offence notice to the Driver of the relevant Car at the time of the offence prior to payment, the Account Holder will incur an administration charge, plus the cost of the offence notice. This amount is payable to Flexicar at time of application.
80. If a Driver parks in a metered park during an Active Booking Period, the Driver is responsible for paying metered fees.
81. Flexicar Reserved Car Spaces are strictly allocated to a single Car. A Driver cannot park any car in a Reserved Car Space other than the allocated Car of that park.
82. If collecting a Car 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 Driver liable for any parking fees incurred.
83. 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

Car return

84. The Driver must return the Car locked, in reasonable condition (internal and external) and in good working order, with at least $\frac{1}{4}$ of a tank of petrol, and with the car key (if present) in the designated position within the Car (driver's side door well), to the same Reserved Parking Space from which it was booked, by no later than the end of the Booking Period.
85. If the Driver returns the Car after the end of the Booking period, the Account Holder may incur a penalty (**see Annexure 1**) in addition to the hourly or daily fees for use of the Cars, as follows:
 - a. The Account Holder and/or Driver may extend the Booking Period and will be liable for any usage charges attributable to the extended Booking Period;
 - b. If an Account Holder and/or Driver advises Flexicar at least 30 minutes prior to the end of the Booking Period that they cannot return the vehicle before the end of the Booking Period, and there is another Driver waiting for the Car, a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Flexicar will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey;

- c. If an Account Holder and/or Driver does not pre-advise Flexicar that they are running late at least 30 minutes prior to the end of the Booking Period, and there is another Driver waiting for the Car, a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Flexicar will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey; and
 - d. If a Driver does not pre-advise Flexicar that they are running late at least 30 minutes prior to the end of the Booking Period and they return a Car after the end of the Booking Period, the Account Holder will incur a penalty (**see Annexure 1**), regardless of whether there is another member waiting.
86. Drivers must ensure that all doors of the Car are closed before, and locked after, ending their booking, and before leaving the Car. If the Car is left unlocked at the end of a booking, the Account Holder may receive a penalty in addition to the cost of any damage or loss of property suffered by Flexicar due to the Car being left unlocked.
87. If the Car is left in an Untidy state for the next Driver, a penalty (**see Annexure 1**) may be applied to the Account Holder.
88. If the Car is left in a state that requires an emergency clean before another Driver can use the Car, the Account Holder must pay the greater of:
- a. \$50; or
 - b. The cost of the emergency clean.
89. In addition, if the Car is caused to be off the road and unable to be used by other Drivers, the Account Holder and/or Driver who left the Car in a state requiring an emergency clean will incur the off-road per day fee (**see Annexure 1**).
90. Drivers must inform Flexicar immediately if they fail to leave the car key (if present) in the Car at the end of their Booking Period. If the key is not left in the Car at the end of a Booking Period, a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution. Although Flexicar will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.

91. Drivers must ensure that the Car is parked in its Reserved Parking Space at the end of the Booking Period. If the Driver is forced to park the Car in any other area, they must notify Flexicar immediately by phone or through the Flexicar mobile app of the exact location of the car and the registration of the car parked illegally. Drivers must then park in a Legal Parking Space and must pay any parking fees in paid parking spaces during the entire Booking Period. If Flexicar or the Driver receives a parking infringement notice in respect of the driver parking the Car in an illegal parking space, the Driver and/or the Account Holder will be liable for the fine.
92. Drivers must ensure that all functions that use the Car's lights and accessories are switched off before ending an Active Booking. If one or more of the functions that use the Car's battery is left on, a penalty (**see Annexure 1**) may be applied to the Account Holder at Flexicar's discretion, in addition to the reasonable costs incurred by an inconvenienced Driver, including but not limited to the cost of an alternative transport solution if necessary. Although Flexicar will always endeavour to find the inconvenienced Driver another Car to use, an alternative transport solution may include a return taxi journey.
93. Drivers must check that they have not left any belongings in the Car before leaving the Car at the end of their Booking Period. The Driver agrees not to hold Flexicar responsible for any belongings left in the Car. Flexicar will collect lost and found items on its fortnightly cleaning schedule. Flexicar will hold items left in the Car for no longer than three months to allow time for collection. After three months, all items will be given to charity.
94. If a Driver requires access to a Car after the Booking Period to recover belongings left in the Car, then the Driver can call Flexicar on 1300 36 37 80 between 9am and 5pm AEST for Cars in **Australia** or 0800 888 752 9am to 5pm NZST for **New Zealand** Cars only, and request a remote entry for a \$5 fee. Outside this time, the driver must make a current booking to be granted access to the Car.

Repossession of a car

95. If you fail to return the Car to Flexicar when required (other than due to theft or an accident), and if you fail to comply with a demand by Flexicar to you to return the vehicle, Flexicar may:
- take steps to recover and repossess the vehicle where and when it is found. You authorise Flexicar to enter any premises owned or occupied by you in order to recover or repossess the Car and you agree to make all reasonable efforts to obtain the right for Flexicar to enter any premises to recover and repossess the vehicle; and/or
 - deem the Car stolen and report it stolen to the Police. Flexicar may then de-register the Car and you will be responsible for any & all loss (including third party personal and property damage associated with the Car).

96. You will be responsible for the rental charges, loss of or damage to the vehicle (up to the full value of the vehicle), 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.
97. The liability to Flexicar will not be limited to the Damage Excess, any reduced excess and the zero excess will not apply to reduce or eliminate this liability.

Pricing structure

98. Current plans and rates information is available on Flexicar's website at www.flexicar.com.au for **Australian** rates and www.flexicar.co.nz for **New Zealand** rates.
99. The Account Holder will pay any membership fees associated with their category of membership.
100. Account Holders and/or Drivers select a rate plan at the time of application. All Drivers on an Account Holder's account will be charged at the rates of the Account Holder's selected plan.
101. Account Holders will incur usage charges made by all Drivers on their account including but not limited to hourly rates, daily rates, and kilometre rates. The hourly rate, daily rate and a kilometre rate will depend on the Account Holder's selected plan and the type of vehicle booked.
102. The Daily Rate is a capped fee per hire and is reached when the Hourly Rate reaches the Daily Rate amount as per your plan. It is possible two Daily Rates could be charged in one 24-hour period with two separate bookings.
103. Flexicar's plans apply at the time of applying for membership. Any plans previously advertised will no longer apply. All up to date plan information is available on Flexicar's website at www.flexicar.com.au for **Australian rates** and www.flexicar.co.nz for **New Zealand** rates.
104. Account Holders may elect a change of plan. An Account Holder must request a change of plan via the Flexicar web or mobile apps. Change of plans are immediate, unless you are currently on an active booking, and any prepaid driving credit associated with the plan will be charged immediately and subsequently automatically on the same day each month until you request another change of plan. A change of plan will apply to all Drivers on an Account Holder's account. If a change of plan is submitted there is no option to revert to a plan that is no longer available.
105. Rates and plans may change from time to time and Flexicar will endeavour to notify Account Holders in advance, however on some occasions, rates and plans are subject to change without notice.
106. From time to time, Flexicar may offer promotional rates. All information on specials, including eligibility and any special other terms and conditions, will be available on Flexicar's website. It is the Member's responsibility to be aware of, and adhere to, any offer conditions.
107. Only one promotional rate or offer can apply at any one time.

108. Most Flexicar plans are based on a credit pre-purchase. On some plans credit amounts expire at the of your monthly billing cycle. On other plans, credit will be rolled over for one month. The rolled over credit is not used until the current month's credit has all been used.
109. Driving credit pre-purchased with your plan is applied against hourly and daily booking costs and excess kilometres travelled (if applicable) only. Pre-purchased driving credit cannot be used against surcharges including, but not limited to, toll fees, fees and fines.

Damage Cover

110. From January 2023, Flexicar members on standard rate plans (including Personal, Business and Student plans), legacy and current, unless confirmed otherwise, are subject to the damage excess rates as outlined in the below table.

Age	Standard Excess	Commercial/Prestige Excess	Standard Excess Reduction	Commercial/Prestige Excess Reduction
25+	\$3,000	\$4,000	\$0	\$500
Under 25	\$3,000	\$4,000	\$1,000	\$2,000

111. Provided Drivers fulfil their obligations as set out in these T&Cs, they will be covered by fully comprehensive damage cover when driving a Car.
112. The damage cover policy provides full cover against loss or damage to the Car, less an excess that may be payable. Excess is payable if a third party cannot be held liable for damage.
113. No cover is provided for the theft of personal belongings from the Car, nor is any personal accident cover provided. All personal belongings are at the Drivers own risk.
114. By allowing a person to become a Driver of Flexicar, Flexicar is authorising that Driver to drive under Flexicar's damage cover policy.
115. Account Holders are liable to pay an excess in the event a Driver has an accident.
116. For all accounts an annual membership fee including comprehensive damage cover is payable (unless confirmed otherwise by Flexicar). The excesses vary depending on age and the vehicle type rented as per the table below. Drivers opting for the excess reduction plan will have a reduced excess on standard vehicles in consideration of the higher hire rates they elect to pay.
117. Zero-dollar excess cover on standard vehicles is an option you can choose if you are over the age of 25 to reduce your damage cover excess to \$0 for a surcharge on hourly and daily rates. This \$0 excess will not be honoured, even if the additional fees have been paid if the Account Holder has not complied with other aspects of these T&Cs. Zero-dollar excess cover is not an option for Commercial or prestige vehicles and to Account Holders under the age of 25.

- 118. Account Holders over 25 years old can opt to reduce their excess on standard vehicles from \$2000 to \$0 by choosing to pay the excess reduction surcharge. Zero-dollar excess reduction is not applicable on Commercial or prestige vehicles and to those under the age of 25.
- 119. Account Holders under 25 years old can opt to reduce their excess on standard vehicles from \$3000 to \$1000 by choosing to pay the excess reduction surcharge and from \$4,000 to \$2,000 on Commercial and Prestige vehicles.
- 120. Account Holders may elect to reduce their damage excess. An Account Holder must request to opt in or out to the reduced excess cover via the Flexicar web and mobile apps. Changes to your damage cover excess are immediate, unless you are currently on an active booking and any additional fees will automatically apply to future bookings.
- 121. Any personal motor insurance or damage cover policy is not valid when Drivers are using a Flexicar Car.
- 122. Drivers must inform Flexicar immediately should any of their driving history details change during the course of their membership, including but not restricted to any further endorsements, accidents or suspensions. Failure to inform Flexicar in relation to a change in driving history details could leave the Account Holder liable for penalties.
- 123. Damage cover may change from time to time. Flexicar will notify Account Holders of any changes before they take effect.
- 124. Regarding Flexicar's prestige and Commercial vehicle range, the \$0 excess and reduced excess covers are not valid and bookings made on these vehicles will be subject to our Commercial/Prestige damage cover excess for any damage to the Car.

Application of bonus/additional driving credit

- 125. Bonus/additional driving credit is applied against hourly and daily booking costs only, and only against any driving made above the monthly prepaid driving credit as set out on the Account Holder's pricing plan. Bonus/additional driving credit cannot be used against surcharges including, but not limited to, tolls, fees and fines.
- 126. If an Account Holder and/or Driver is identified with being the referrer of a new Flexicar Account Holder by the referee adding the referrer's email address in their application to become a new Flexicar Account Holder, both the referrer and referee will receive referral credits.
- 127. The value of the referral credits may vary and is set by Flexicar at the time of the referral.
- 128. Referral credits can be redeemed for referring new Account Holders only. Referral credits cannot be redeemed for referring additional Drivers on the same account.

129. Flexicar will notify Account Holders they have received referral credits. Referral credits must be used within the period specified by Flexicar.
130. Reimbursement to members, for occasions such as but not limited to alternative transport like taxi or refueling, will be provided as additional driving credit on the Drivers account, rather than as a monetary refund.

Billing

131. Account Holders are responsible for the payment of all charges in any way incurred in connection with their use of the Flexicar service. These charges are payable on the payment method added linked to the specific booking.
132. When you joined, or before making your first booking, you must provide us with your debit or credit card details as your payment method. You must notify us immediately if these details change or update your payment details via the web or mobile Flexicar app. If we cannot authorize your payment card before each rental, your booking will not be confirmed or will be cancelled.
133. When you provide us with your payment method card details you agree to allow us to deduct from your card all charges that you may have incurred.
134. We reserve the right to pre-authorise up to 100% of the initial charges within 48 hours before your Booking start time or immediately if your Booking commences within 48 hours. Your booking will only be confirmed once this authorization has been successfully obtained. We will notify you if your payment card is declined.
135. Your payment method will be charged at the end of the rental for the Booking charges and any additional costs that may be applicable. Additional delayed charges such as road tolls, EV charging, traffic & parking infringements and fees or fines (**see Annexure 1**) may be charged to your payment method on our receiving notification of these costs from the relevant managing bodies. Toll and electric vehicle charging fees will incur a \$0.20 administration fee per charge.
136. If a payment method card provided by the Account Holder to Flexicar is declined by the card issuer or bank, Flexicar may, at its discretion, suspend or cancel all Drivers linked to the Account Holder's account until Flexicar is satisfied accurate details have been provided and payment has been received by Flexicar.
137. If a payment method card or bank account number is declined by the card issuer or bank, leaving the Account Holder with an outstanding balance, then access to the Cars will be suspended for all Drivers on that account until full payment is received by Flexicar.

138. If an Account Holder's outstanding balance remains overdue and unpaid, this may affect the Account Holder's ability to rent any Hertz vehicles in the future from Flexicar or our related entities.
139. Other charges including but not limited to charges related to plan changes and subsequent automated monthly pre-paid credit, annual membership fees will be deducted from your payment method card at the time of the event.
140. The Account Holder will be liable to Flexicar for the following charges:
- a. Any application or upfront fees associated with the Account Holders selected plan.
 - b. Booking charges and surcharges
 - c. Any penalty, fine, or charge for loss or damage resulting from an Account Holder and/or Driver's failure to comply with these T&Cs.
 - d. Any other fines and penalties incurred by Drivers as a result of failure to adhere to the Re:Member Manual.
 - e. All fines and court costs for parking, traffic or other offences (including any costs which arise if the Car is clamed) charged to either Flexicar or the Driver and incurred by the Driver during their Car use. Any fines and penalties 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. Reimbursement of any out-of-pocket expenses incurred by another Driver in using alternative transport as a result of the offending Driver's failure to return a Car at the end of the Booking Period to the Reserved Parking Space.
 - g. All charges, fines and penalties incurred by a Driver and Flexicar's reasonable administration costs.
 - h. Any payments of excess and excess reduction fees.
 - i. Flexicar's costs, including legal fees, 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.

141. The Account Holder and Driver's agreement to these T&Cs shall constitute authority for Flexicar to compute and charge all monies due against the Account Holder's nominated payment method. This includes charges due as a result of theft of, or damage to, the Car and any fines and court costs for parking and traffic offences.
142. Flexicar may elect to periodically change payment providers, or payment conditions. Account Holders will be notified of any changes.
143. Booking fees will be charged in the currency of the country where the booking took place.

Your Personal Information and Privacy

144. We collect and handle your personal information in accordance with the Commonwealth Privacy Act 1988 (for data collected from Drivers and Account Holders in **Australia**) and the New Zealand Privacy Act 2020 (for data collected from Drivers and Account Holders in **New Zealand**).
145. We collect the personal information you provide in the application form and through the course of your membership to provide you with the Flexicar service. We use your information to verify who you are, to make sure that you can become a Flexicar member and to administer our ongoing relationship with you. If you do not provide us with all the information requested, you will not be able to become a member or use our vehicles.
146. **Driving licence details:** We use the driving licence details you provide, including your driving licence number, which is a government related identifier, to verify your identity at the time of your application. You consent to us collecting any sensitive information that we obtain as a result of these checks, such as any health conditions included on your licence.
147. **Vehicle Monitoring System (VMS):** Our Cars are fitted with a VMS which can be used to open and close the vehicle and track and record the geographical location, distance and speed of the vehicle during the Booking Period. It can also be used to immobilize the vehicle in the event of non-payment, recovery of a vehicle or if we have reasonable grounds to suspect the vehicle is being used for a Prohibited Use. You agree that we 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 Car.
148. **Marketing communications:** To keep you up to date with service developments and special offers from Flexicar, we will send you regular updates and new offers by email, text message or by post, depending on the contact details you provide in your application form. You are given the option to choose not to receive these updates and offers in your application form, or you can otherwise unsubscribe at any time by using the link provided at the bottom of email communications or by emailing us at info@flexicar.com.au

149. The Hertz Privacy Policy, available at <https://www.hertz.com/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp> is incorporated into and forms part of these T&Cs. Please read the Hertz Privacy Policy for more information about how we handle your personal information and on how to request access to and correction of your personal information, make a complaint about your privacy and how we will handle complaints.
150. The Privacy Policy sets out third parties to whom we may disclose your personal information. These include our related companies, including those located overseas, banks disputing our charges to you, the Police querying your rentals, our third party service providers (including payment service providers and online identity verification service providers), and if you are a Driver but not the Account Holder, the Account Holder.

Member Communications

151. Flexicar's primary means of communication are email, SMS and call to an Australian or New Zealand mobile phone number. Active accounts must permit Flexicar email and SMS communications.
152. It is entirely the Account Holder's responsibility to keep all contact and payment details, particularly email, payment card and mobile phone numbers up to date. If an Account Holder or Driver's email is returned as a bounced message or the Account Holder or Driver has unsubscribed from receiving emails from Flexicar, Flexicar is under no obligation to take steps to update such email addresses.

SMS:

153. All Account Holders must be in own and be in possession of a smart phone and provide a valid Australian or New Zealand mobile phone number. Your smart phone is required to access our Cars using the Flexicar mobile app throughout your booking. It may be periodically used for important customer service updates, accounts or notification of offers. Account Holders must always have a charged smart phone whilst on a booking. Otherwise, Flexicar cannot guarantee Car access and the best standard of service.
154. Flexicar may provide you with texts concerning your current reservations (Flexicar) within three days of your vehicle collection.
155. **Distribution:** SMS messages are distributed via third party mobile network providers and, as a result, Flexicar cannot control certain factors relating to message delivery. Depending on the recipient's mobile provider service, it may not be possible to transmit the SMS message to the recipient successfully. Flexicar does not claim or guarantee availability or performance of this SMS service, including liability for transmission delays or message failures. Messages are recurring. Flexicar reserves the right to terminate Flexicar SMS, in whole or in part, at any time without notice.

156. **Fees:** Flexicar does not charge a fee for this service. However, we are not responsible for any charges from a person's service provider that may result from our providing this service. Message and data rates may apply in the event the customer responds to a Flexicar text message. It is the user's responsibility to check with their individual carrier, as other charges may apply. Any text-messaging fees that you incur will be billed by your carrier on your individual invoice.

Customer Service

157. The Flexicar office and Member Care Centre is open 9am–5pm seven days a week. All queries can be dealt with at this time.
158. 24-hour phone support is offered, but there is a limitation of support offered outside 9am-5pm. Only current, active bookings are supported via phone outside these hours. The Re:Member Manual details what support is available at various times, as does the phone message system.

Termination of Membership

159. Account Holders can request to terminate their Flexicar account at any time through the Flexicar web or mobile platforms or by emailing info@flexicar.com.au.
160. Account Holders can terminate any Driver on their Flexicar account at any time. The Account Holder can manage their Drivers from the Flexicar web platform including removing them from their account.
161. Flexicar may terminate an Account Holder and/or Driver's membership immediately if the Account Holder and/or Driver breaches any of these T&Cs.
162. If Flexicar terminates a membership, it will not affect Flexicar's right to receive any monies owed to it by the Account Holder.
163. Any monies owed to Flexicar at the time of termination of membership will become immediately due and payable. By accepting these T&Cs, the Account Holder grants Flexicar the right to charge against the Account Holder's nominated payment method all monies due and payable at the time of termination of membership. This includes but is not limited to charges due as a result of theft of, or damage to, the Car and any fines and court costs for parking and traffic offences.
164. On breach of this agreement, Flexicar may give an Account Holder's details to credit reference agencies, Customers & Excise, the police, debt collectors, or any other relevant organization.
165. Termination of membership by Flexicar will not affect its accrued rights under this agreement.

Refund Policy

- 166. Membership termination or cancellation requests can be actioned or requested at any time. No refunds on any membership fees or unused credits are provided on cancellation.
- 167. Annual membership fees can only be refunded in the first month of membership if the Account Holder or Driver has never driven. Once a Driver has made a trip, no portion of the annual membership fee can be refunded.
- 168. If a member does not utilize any or all of their monthly pre-paid driving credits, the portion of unused credit will not be refunded, even if no driving has been undertaken in the month.

Legacy Systems

- 169. The Hertz 24/7 brand is no longer operating and any memberships that were originally through this service or any products or services offered through this brand are no longer valid.
- 170. As of January 1st 2023, Flexicar released a new version of our web and mobile applications. From this time, any features or services, including but not limited to rate plans and account types, that were available in our Legacy System may no longer be available in the current and new platform.
- 171. Any outstanding payments owing in our Legacy System remain payable.

Amendments

- 172. By agreeing to these T&Cs, you agree to be bound by them and to receive notice of any changes to the T&Cs through the posting of notice of such changes on the Flexicar website. We reserve the right to make changes to the T&Cs (including but not limited to rates and changes) at any time. Your use of the Flexicar Service will be governed by and subject to the T&Cs as published on the Flexicar website at the time of your use of the service. After we have published any changes to the T&Cs you will be bound by those amended T&Cs accordingly, you should check prior to each use of the services to ensure that you understand the precise terms and conditions applicable to your use of the services. If you make a booking, then you agree to the terms and conditions in force at the time of your booking.

Force Majeure

- 173. Flexicar shall not be liable for either a failure to perform or delay in performing any of its obligations if performance is delayed, hindered or prevented by force majeure, which expression shall mean any event beyond the reasonable control of Flexicar.

Severance

- 174. If any provision of this Agreement is or becomes invalid or unenforceable, the remaining provisions shall be interpreted in such a way so as to remain in effect.

Governing Law and Jurisdiction

175. This Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with Australian law. The courts of Victoria, Australia have non exclusive jurisdiction to settle any dispute arising from or connected with these T&Cs.

Assignment

176. Flexicar has the right to assign or novated at its election its rights and obligation under these T&Cs in favor of a third party.
177. The Account Holder is prohibited from assigning its rights under these Terms & Conditions without the written consent of Flexicar.

Partnerships

178. Flexicar pays a commission to arevo in respect of any rentals or member applications completed as a result of the partnership between Flexicar and arevo. That charge is separate to and is not added to the cost of your rental or membership fees.
179. Members registered through Flexicar Australia can earn Velocity points with Velocity Frequent Flyer on completed and eligible bookings in Australia only via www.flexicar.com.au. Velocity points earning is not available for members registered through Flexicar New Zealand or bookings made via www.flexicar.co.nz.

Annexure 1 - Fees & Fines

The following is the schedule of services fees, charges and penalties (including GST) for the Flexicar service (excluding hire fees). This list is not exhaustive, and fees and fines may be amended from time to time.

The below charges will be issued in the currency of the country that the Account Holder is registered in (Australia or New Zealand):

Service Fees:

- Remote entry fee: \$5.00
- Administration fee (transferring parking or traffic offence): \$25.00
- Booking cancellation (0-4 hours before the confirmed start time): \$12.50
- Booking cancellation after the confirmed booking start time: 100% of booking value

Fines:

- Smoking or pets in a Flexicar: \$100.00
- Failure to leave key at the end of a booking: \$50.00
- Lost key: \$50.00 plus the cost of a replacement key
- Causing a flat battery: \$100.00
- Low fuel (under ¼ tank) or low electric vehicle charge (less than 20%): \$50.00
- Damage (Driver's Fault): \$50.00 per day that the Car is off road
- Untidy Car: \$50.00
- Failure to leave a parking card or fuel card at the end of a booking: \$50.00
- Lost parking card or fuel card: \$50.00 plus cost of replacement card/s
- Late return, advised: \$50.00
- Late return, unadvised: \$75.00 plus \$20.00 per half hour the Car is not returned
- Leaving a car unlocked: \$100.00 plus cost of any damage/loss occurring as a result
- Non-member driving Flexicar: \$100.00 (charged to the Account Holder)