

# HERTZ RIDE HAILING RENTAL TERMS

## BASICS

### DEFINITIONS

The terms and conditions set out in this document are the **Hertz Ride Hailing Rental Terms (“Hertz T&Cs”)**. These Hertz T&Cs are split into three sections and govern your application to join the ride hailing rental program with Hertz (“Application Terms”), your reservation of any vehicle (“Reservation Terms”) and your rental of any vehicle (“Rental Terms”). When applying to join the program with Hertz and making a provisional booking we will ask you to accept these Hertz T&Cs.

The [Country Specific Terms](#) are local variations and additions to the Rental Terms. The Country Specific Terms for the country where you are collecting the vehicle will apply to your rental.

The **Rental Agreement** is the document you sign either when you pick up the vehicle (generally headed “Rental Agreement” or “Rental Record”) or when you enter into a new Rental Period for the same vehicle. The Rental Agreement will be signed digitally by you via the Hertz HZ App (hereafter referred as the Hertz App). It includes a summary of your rental (e.g. length, services taken and an estimate of charges to be paid) and incorporates the Hertz T&Cs.

By signing/accepting the Rental Agreement, you indicate that the summary details are correct as well as your acceptance of these terms, particularly that we may take payment from the credit/debit card you have provided us with for any charges incurred during your Rental Period without further authorisation from you. The Rental Agreement begins at the agreed start of your Rental Period or the date when accepted/signed, whichever is earlier.

The Rental Agreement is made with the Hertz company or franchisee named on it and all references to “Hertz”, “we”, “us” and “our” are to that company.

All references to “the vehicle” in these Hertz T&Cs Terms are to the vehicle we supply to you for your rental, including any replacements supplied by us following any mechanical or operational issue, plus all parts and accessories belonging to the vehicle.

### RESPONSIBILITY

We are responsible providing you with the vehicle in good overall and operating condition and in the event of mechanical breakdown we will be responsible for providing you with an equivalent replacement vehicle, provided that such breakdown is not due to your fault and does not arise as a result of breach of the Rental Agreement. Our responsibility covers death or personal injury resulting from our acts or omissions. It does not extend to other losses arising from your rental unless they are a direct and foreseeable result of our negligence or breach of the Rental Agreement. In this case our responsibility to you will not cover loss of profits or loss of opportunity.

You must care for, use and return the vehicle in accordance with the Rental Agreement.

Please read the Rental Agreement carefully to understand your obligations in full.

**IMPORTANT: You are responsible to us if the vehicle is returned late, lost or damaged, as well as for traffic fines and other charges that arise during the rental.**

## DISPUTES

We aim to resolve all disputes amicably. For contact details and information about any available independent dispute resolution services, please [click here](#).

If we are unable to resolve a dispute, the law of the country where you applied to join the program will apply, or the law of the country where you signed the Rental Agreement, if different. Any part of the Rental Agreement which is held to be illegal or unenforceable under applicable law shall be considered to have been deleted, leaving the remainder in full force and effect.

## PRIVACY

When you apply to join the program, reserve a vehicle and rent with us, you consent to us processing your personal information in accordance with our Privacy Policy. Please [click here](#) to see our Privacy Policy or [here](#) for a summary.

Connected vehicles generate telematics data which we process for security, fleet management and diagnostic purposes. For more information about telematics data and your rights please see our [Privacy Summary](#).

By accepting these terms, you agree with Hertz sending you commercial communications about Hertz products and services, display some adverts and to contact you in relation with service-related matters. Please for further information, check applicable Privacy Policy here. If you no longer wish to receive them, you can always opt out at any time either by using the "Unsubscribe" link found in all marketing emails or opting out by contacting [euprivacy@hertz.com](mailto:euprivacy@hertz.com).

We are not responsible for and have no control over how vehicle manufacturers process your personal data during your operation of the vehicle. To know how vehicle manufacturers collect and use your personal data including telematic data, please see the privacy policy maintained by each vehicle manufacturer on its official websites. ([Tesla](#), [Polestar](#), [Lynk&Co](#), [Stellantis](#), [Renault](#), [Kia](#), [Maxus](#), [Hyundai](#), [BMW](#), [Mercedes](#), [VW](#), [BYD](#), etc. These links are provided for reference only, we do not guarantee the accuracy of their content or URLs utilised.).

## APPLICATION TERMS

If you are interested in renting a vehicle to use for ride-hailing purposes, you can search through the list of available vehicles, dates and locations ("Hertz Offer") on the relevant tab of our website. You can select a vehicle to suit your needs and make a reservation and submit your application information, as specified in the application and reservation process.

In order to be accepted to the program you must meet the Eligibility Criteria specified in the Hertz Offer on our website at the time of the application. We will use a trusted third party provider to check you against certain additional criteria to ensure that you fit within our insurance and risk margins. They will also:

1. verify the “selfie” which provide against your driving licence and/or ID card or passport;
2. run a check on your credit or debit card to check that the credit card details provided links to an active account. This may show as a debit of £0.50/€0.50 in your account;
3. run an address verification check.

By applying for the program you understand that we will pass your personal information to our trusted third party supplier to perform these checks and inform us of the result.

If you **do not** meet our criteria we will notify you. Our decision is final.

If you **do** meet our criteria your reservation will be confirmed and you will receive a notification via the Hertz App. If there is no vehicle available to meet your needs we may ask if you wish to be added to our waiting list so that we can let you know when vehicles become available.

## RESERVATION TERMS

### PRICING AND CHARGES

When your reservation is confirmed we will deduct the first week’s Rental Rate from the credit/debit card provided during the application process.

Although we try to ensure that all prices quoted on our website are accurate, errors may sometimes occur. We will inform you as soon as possible if we discover an error in the price of your reservation and give you the opportunity to confirm your booking at the correct price or cancel. Our usual cancellation charges will **not** apply if you choose to cancel in this circumstance. If we are unable to contact you then we will treat your reservation as cancelled.

The estimated total weekly rental price shown is based on the available information at the time of the reservation. This does not include any additional fees or charges incurred during your rental, such as fines, tolls and late fees which are chargeable in addition. Please see [More Information... Charges](#) for more information.

**IMPORTANT: You must ensure that you are comfortable with the capabilities and any limitations associated with the vehicle. It is your sole responsibility to ensure that it is appropriate for your needs.**

### CHOICE OF VEHICLE

We cannot guarantee the colour of the vehicle. You cannot specify a colour when booking. We will not change the vehicle if the colour is not to your liking.

### RENTAL PERIOD

The minimum Rental Period under the program is one (1) week, starting on the scheduled pick up date. If you book a Rental Period longer than 10 weeks then you may be required to sign a new Rental Agreement, via the Hertz App for each new 10 week period you enter into. This does not affect the Rental Period booked. Please always ensure that you read the Rental Agreement in case of any changes to the terms.



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Before the end of your Rental Period we will contact you via the Hertz App to remind you that your Rental Period is coming to an end. It may be possible to renew the rental, subject to availability. Please see the [Renewal](#) section below for more information. We recommend that you consider renewing your rental in advance of the end of your Rental Period to increase your chances of the vehicle being available. Vehicles are allocated on a first come first serve basis.

We reserve the right to recall the Vehicle at any time on 28 days' notice and to substitute it for an alternative, equivalent Vehicle for the remainder of your Rental Period.

### **CHANGES TO YOUR RESERVATION**

If you want to make any changes to your reservation before the pick up date please contact us to see if we can accommodate these changes. We cannot guarantee that we will accept changes,

If you have a promotional/discount code you must add this at the time of making the reservation. We cannot add promotional/discount codes after your reservation has been processed. Your reservation does not qualify for Hertz Gold + points even if you are a Gold member.

### **CANCELLATION AND NO SHOW**

You may cancel your reservation any time **up to seven days before** the scheduled pick up time by contacting the Hertz location. No charges will be applied.

If you cancel your reservation after this time or you do not collect the vehicle at the scheduled pick up time then we will charge the credit/debit card you used during the application process with the **No Show Fee** (please see [More Information... Charges](#)) which contributes towards our administration costs and compensates us for our inability to rent the vehicle when it was prepared and reserved for your use. Please note that this No Show Fee is higher than our standard short term rental No Show Fee due to the additional complexities of preparing and renting ride hailing rental vehicles.

### **CHECKLIST**

When you collect the vehicle you will need to provide a selfie through the Hertz App.

The name and details of the driver must be the same as the person who applied for the program and made the reservation and the selfie needs to match. We will take the deposit referenced in the application process 24 hours before the scheduled pick up time. See the [Deposit](#) section for more information.

### **BRANDED VEHICLES**

Sometimes we may offer Branded Vehicles on our website. A "Branded Vehicle" means a vehicle to which a third party's livery (logo etc) has been applied by that third party or its approved subcontractors.

If you have selected to rent a Branded Vehicle during the reservation process you must accept the third party's Advertising Terms and Conditions to complete your booking. Those Advertising Terms and Conditions are provided by Hertz as a convenience but they produce a contract between you and the third party only. Hertz is not party to this contract between you and the third party and Hertz is not liable or responsible for the contents of the Advertising Terms and Conditions nor the execution, non-execution nor enforcement of the same. You and the third party are solely responsible for complying with your respective obligations under the Advertising Terms and Conditions.



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You may not apply any branding to any vehicle, nor remove any branding already applied, without Hertz's written permission (which may be by email). All application and removal of branding materials on vehicles must be performed by Hertz approved providers. If you do not adhere to this you will be responsible and liable for any damage caused to the vehicle relating to the branding materials, their application and removal and a loss of use for the time taken.

## **RENTAL TERMS**

### **PICK UP**

#### **CHARGES**

We will bill the credit or debit card that you used to register for the program on a weekly basis for the Rental Rate for the next week as well as any other charges you have incurred in the previous week, such as fines and tolls (please note that other charges may be billed separately from the Rental Rate). If the payment does not complete for any reason we will attempt to contact you but we reserve the right to ground the vehicle remotely. This means you will not be able to operate the vehicle until we reinstate your access rights.

Please see [More Information... Charges](#) for an explanation of the main charges and potential additional charges that may arise from your rental. We will provide you with a final Statement of Charges when you return the vehicle at the end of your Rental Period.

When your Rental Period is more than four weeks, we may change the Rental Rate or any other charges at any time by giving you at least four (4) weeks' prior notice. Any such change will take effect after the notice period. If you do not agree to the change then you may terminate your rental and return the vehicle before the end of the notice period and Early Return charges will not apply.

#### **DEPOSIT**

We will take a refundable deposit of the amount specified in the Hertz Offer and application process from your credit or debit card (this will be the one you provided during the application process) 24 hours before the scheduled collection time.

This deposit will be held until the vehicle is returned at the end of your Rental Period(s). Following the end of your Rental Period we will deduct any accrued charges and fees from this deposit and then will release the balance, if any. If the balance of accrued charges and fees exceeds the deposit amount, we will take payment from the payment card registered with your Hertz App account.

Please be aware that we release the deposit within 14 days of the closure of your Rental Agreement but it may take up to a further 30 days for the deposit to appear in your account due to banking processes.

#### **VEHICLE**

**Condition:** At the start of the rental you must check the vehicle for any preexisting damage and submit photographs of the vehicle via the Hertz App, as directed by the Hertz App. If you don't let us know of existing damage you will be held responsible and liable for any damage reported by the next driver or Hertz staff and we will deduct any costs and expenses from your agreed method of payment. Please [click here](#) to understand how we will process damage caused during your rental.

**Care:** You are responsible for looking after the vehicle and reducing the risk of breakdown and damage by complying with our Rental Restrictions (below). You must also make sure you check the tyres regularly.

We recommend that you charge the battery as often as possible to keep it in the **20-80% range** of charge. Charging the vehicle when the battery status is below 20% will mean that the charge time is increased.

**IMPORTANT: You must not allow the battery charge to fall below 10% as this significantly impairs the battery life and may damage the battery. In the event that the vehicle suffers a breakdown as a result of low or flat battery then the Flat Battery Charge will apply.**

It is your responsibility to drive and park the vehicle carefully and in accordance with local traffic regulations and in a manner appropriate to the road conditions at the time. You should not rely on any GPS device as they do not always show the current speed limit or road configuration for any area.

**IMPORTANT: You are responsible for returning the vehicle in the condition we provided it in, subject to fair wear and tear. You will be responsible to us, to the extent allowed under applicable law, for any additional damage found on return unless an excess applies.**

**Range:** The vehicle information on our website and in the Hertz Offer will describe a range which is **theoretically achievable** on a full charge based on available market data and manufacturer's guidance. Please be aware that this is a theoretical range only and is not guaranteed - battery life is affected by a number of factors including model, driving style, terrain/road conditions, weather conditions, battery composition and age.

**Battery Status:** When you collect the vehicle we will try to ensure that it has a charge status of at least 80%. The battery status will be recorded on your Rental Agreement.

**Fuel:** Fuel is not included in your rates. If you are renting a petrol or diesel ("ICE") or hybrid vehicle, we will supply the vehicle fuel (the level will be stated on the Rental Agreement) which you may use but you must (a) refuel the vehicle to the same level yourself at your own cost before returning it to us or (b) return the vehicle with a lower level of fuel and pay is to refuel it for you (the charges for this include a Refuelling Service Charge for the convenience of having us refuel the vehicle for you).

## RENTAL RESTRICTIONS

**Use:** The vehicle belongs to us and you may not sub-rent, transfer or sell it. You may not:

- use the vehicle off road or on roads unsuitable for the vehicle (including racetracks).
- use the vehicle when it is overloaded with passengers and/ or baggage.
- use the vehicle to tow or push any vehicle, trailer or other object (without our express permission).
- use the vehicle to carry anything which may harm the vehicle (including explosive or combustible materials) or delay our ability to rent the vehicle again (e.g. because of its condition or smell).
- use the vehicle to take part in any race, rally or other contest.
- use the vehicle in restricted areas, including airport service roads and associated areas.
- use the vehicle in contravention of any traffic or other regulations.
- use the vehicle for any illegal purpose.

- modify or adapt the external appearance of the vehicle (e.g. no towing devices, stickers, tinted windows, rims) and/or the vehicle's interior either permanently or on a temporary basis which may result in any damage to the vehicle (e.g. no drilling, gluing of objects or supports of objects) unless you have the express consent of Hertz in writing (which may be by email).
- disconnect the equipment installed on the diagnostic socket; or
- modify the navigation systems using a secret code or an administrator account (e.g. Tesla pin code, Polestar administrator account).

You are permitted to use the vehicle for your own reasonable leisure purposes during the Rental Period provided you comply with the Rental Restrictions above, the Rental Terms and, if applicable, the Private Hire Vehicle licences (vehicle and drivers). When driving the vehicle for leisure purposes you must not remove the PHV licence plates.

You may also use the vehicle as a private hire vehicle to carry passengers and goods. The primary use must be to carry passengers. You may not use the vehicle **only** to carry goods – for example you cannot only be takeaway food delivery driver, you must also be authorised and perform passenger rides.

The [Country Specific Terms](#) may include additional Rental Restrictions which apply to the location where you are collecting and driving the vehicle.

#### **Authorised drivers:**

- Only the individual named on the Rental Agreement may drive the vehicle. We do not permit additional drivers.
- Authorised drivers may not drive if they are over-tired or under the influence of any substance that may impair their consciousness or ability to react, such as alcohol, drugs or certain medication.

**Territory:** You may drive the vehicle in the area permitted by your private hire vehicle licence, when providing rides to passengers or carrying goods. When using the vehicle for your own leisure purposes you may drive within the country of rental. **At no time are you permitted to drive the vehicle abroad.**

**Locations:** For the avoidance of any doubt, you are not permitted to use any Hertz rental location as a pick up/drop off point for your passengers when providing rides or as an idle or base location at any time.

**Multiple rentals:** You may only rent one vehicle under the program at any one time. You may enter into a separate agreement with us for a Hertz leisure vehicle or through our 24/7 program.

**IMPORTANT: If you do not comply with these Rental Restrictions:**

- You will be responsible for any damage, losses and expenses we suffer as a result.
- You may lose the benefit of breakdown products or insurance included in the rental rate.
- You may be required to pay additional charges.
- We may terminate the Rental Agreement and take the vehicle back at any time at your expense, and you will not be entitled to a refund for any unused portion of the rental rate charged and will be liable to pay the rental rate for the remainder of the Rental Period.

## DURING YOUR RENTAL

### REPORTING

During your rental, when requested by Hertz through the Hertz App, you must confirm the vehicle condition and provide photographs where required.

### COOPERATION

We will notify you via the Hertz App or email/phone call when an MOT is required. You must book and attend the MOT and inspection appointment within the time period we specify at a MOT centre approved by Hertz. Hertz is responsible for paying for the MOT fee so please ensure you use an approved centre to facilitate this.

Private Hire Vehicles are also required to undergo periodic inspections. We will arrange this when it becomes due for the vehicle you have rented and will notify you via the Hertz App, by email or by telephone. If you are unable to attend the time or date arranged you must contact us in advance to rearrange the appointment. Hertz is responsible for paying for the inspection fee.

If you fail to make or miss any MOT or inspection appointment for any reason:

1. you will be liable to pay us the cost of reinspection/retest and any other fines, costs or expenses that we have to pay as a result of your failure; and
2. we may ground the vehicle meaning that you will not have access to the vehicle until we have reinstated your access rights.

We will not provide a replacement vehicle during any MOT or inspection period. If the vehicle fails the inspection or MOT please contact us immediately and we will assess the need and eligibility for a replacement vehicle.

If the vehicle is supplied with a dashcam then we use the data derived from this in accordance with our [Privacy Policy](#). You are prohibited from removing any dashcam supplied by Hertz at any time or intentionally obscuring its cameras.

## CHARGING OF ELECTRIC VEHICLES

You are responsible for charging the vehicle during your Rental Period.

If you use public charging stations, you will be required to register with each of the providers of the charging stations you use, comply with their terms of service and pay the applicable recharging fees at the time of use.

**IMPORTANT:** When using a public charging station, at the end of your charging session you must move the vehicle. If you do not then you may be subject to Idle Fees or a parking fine. If we receive these we will pass them on to you together with the Fines Administration Fee where applicable (see [More Information... Charges](#)).

We are not responsible or liable for any failures or delays in any third party networks or systems. During your rental you should **plan charging stops** in advance of low battery status. Recharging electric vehicles is fundamentally different to refuelling a petrol/diesel counterpart. Best practice is to charge whenever you park, including overnight stays and supplementing with rapid charging as required.

**IMPORTANT:** It is your responsibility to ensure that the vehicle has sufficient remaining battery to complete your journey or get you to a charging station. A Flat Battery Charge will be applied where you run out of battery and have to call out breakdown (please see [More Information... Charges](#)).

One or more charging cable(s) will be provided with the vehicle. This could include:

1. Electric Vehicle to Charging Station (Mode 3) connector cable which will enable charging up to 11kW when connected to an appropriate Type 2 socket Charging Station. The speed is limited by the vehicle's onboard charger and specification of the cable; and/or
2. Electric Vehicle to Domestic - (Mode 2) connector cable which will enable charging up to 3kW via an appropriate domestic socket.

Please **notify** Hertz staff if no cables are present when you collect the vehicle. If this is not noted at the time of collection you will be liable for the **replacement cost** of the cable(s) logged in our systems as included with that vehicle (see [More Information... Charges](#) below).

Charging cables are to be used with care and attention and in accordance with user manuals. If you use a cable other than in a vehicle charging socket then you are responsible for any loss or damage caused.

**IMPORTANT:** Only the cables provided with the vehicle should be used when charging it (apart from when use of a super/rapid charging station dictates that a cable tethered to the unit is used). You are responsible for any loss or damage to the cable(s), other than fair wear and tear. Please see [More Information...Charges](#) below.

**IMPORTANT:** Rapid/Super charging is always via a cable and connector tethered to the charging station (due to power and safety requirements). You will not need to use the cables provided by Hertz when using rapid/super chargers.

Charging stations must be used in accordance with the **instructions** provided at that location. You are solely responsible and liable for your use of any charging station.

If you **misuse or damage** a charging station we may receive a fine or a claim for damages. If this happens we will pass that fine or damages on to you together with an administration fee (see [More Information... Charges](#) below).

You must ensure that you use the charging station and cable (either the cable provided with the Vehicle or a tethered cable attached to the public charger) in a **responsible and considerate** manner to ensure that you do not cause a trip hazard or other danger to members of the public.

We reserve the right to support investigations and provide any relevant information to third parties in connection with misuse of and/or damage to charging stations.

## MILEAGE

Your rental is subject to a maximum number of miles included in the Rental Rate. If you exceed this mileage then an excess mileage charge will apply. See the [More Information... Charges](#). We will calculate the mileage on a four-weekly basis and charge your payment card for any applicable excess mileage charge at that time.

## FINES, TOLLS AND OTHER CHARGES

You are responsible for, and will have to pay, all fines, road tolls, congestion charges and other similar charges (including parking fines or charges) incurred in relation to the vehicle during your rental. Some of these will be sent to us for payment, which we will pay and recover from you by way of reimbursement. Alternatively, we may provide your details to the relevant authority or other third party, who will contact you directly. Where we pass your details to a third party this will be in accordance with our [Privacy Policy](#).

**IMPORTANT:** In addition to any fine or charge you incur, we may also apply an Administration Fee to contribute towards the time and costs we incur in dealing with these matters.

## BREAKDOWN

**Assistance:** If you experience any problem with the vehicle due to mechanical failure you should first use the chat function in the Hertz App. If additional support is needed you should call Breakdown Assistance (please see the [Country Specific Terms](#) for contact details or check your Rental Agreement) and they will arrange help. Where the breakdown is your fault (including, but not limited to running out of battery charge, lost or locked-in keys) you will be responsible to us for any breakdown call out costs that we incur and the Flat Battery Charge may be applied where relevant. Please note that you must not allow anyone to service or repair the vehicle without our permission.

## ACCIDENTS

If you have an accident (which, in this Agreement, includes damage due to fire and flooding) you agree to co-operate with us and our insurers in any investigation or subsequent legal proceedings.

You must also take the following steps:

1. Always:
  - a. Inform us **immediately** using the accident reporting number in the Hertz App.
  - b. Complete a European Accident Statement (please check the glove compartment of the vehicle or contact us through the Hertz App) and **immediately** send a copy to the rental location (the email address is on the Rental Agreement).
  - c. Check the [Country Specific Terms](#) for any additional requirements and variations that apply in that location; and
  - d. Do not admit fault.
2. Also, if anyone is injured:
  - a. Report the accident to the local police.
  - b. Take a note of the names and addresses of everyone involved, including witnesses.
3. Also, if the vehicle is not driveable contact Accident Assistance ([click here](#) for contact details).

## DAMAGE AND THEFT

**Damage:** In the event of any damage to the vehicle during your Rental Period which is not the result of a road traffic accident, you must notify us immediately via the Hertz App and include photographs of damage. Please see [More Information... Damage](#) for more information on related charges.

**Theft:** If the vehicle is stolen, you must:

**Immediately:**

1. inform the local police;
2. call Accident Assistance; and
3. report the theft via the Hertz App chat function

We will check that you have taken appropriate care by locking the vehicle via the Hertz App. You must provide a copy and/or reference of the police report.

**Security:** You are responsible for the security of the vehicle and should try to minimise the risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight and make sure the vehicle is locked. You must also comply with our return instructions (see the [Return](#) section below).

**Responsibility:** If the vehicle is lost, stolen or damaged during your rental, you are responsible for all losses we suffer and costs we incur, up to the amount of the applicable excess stated on your Rental Agreement per incident, unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers. If you are in breach of the Rental Agreement this may invalidate the insurance/waiver protection. Then you are liable up to the full replacement value of the vehicle plus

all costs we incur, unless the loss or damage is directly due to us or we have been reimbursed by a third party or their insurers.

**IMPORTANT: Your liability to us may include (amongst others):**

- **Cost of repairs**
- **Replacement cost of missing or damaged accessories or parts**
- **Loss of rental income**
- **Towing and storage charges**
- **Loss in value of the vehicle and/or**
- **An administration charge to recover our costs for dealing with these issues and any related claim**

**Insurance:** Your Rental Rate automatically includes certain insurance/waiver products. This will depend on the rental location. Please see the [Country Specific Terms](#) for more information.

**Third party insurance:** If you have purchased excess waiver insurance or similar from a third party to cover your liability to us for the excess under our insurance cover, you will remain liable to us for any amount due up to the excess and must seek reimbursement from your insurer.

**IMPORTANT: To the extent allowed under applicable law, the insurance included in your rental rate will be void if you breach the Rental Agreement, or if the loss or damage is caused intentionally.**

## **PASSENGERS AND GOODS**

When using the vehicle to provide rides to passengers or goods, you are responsible for ensuring their safety and security. Any passenger complaints relating to rides are your responsibility and we have no liability towards your customers in connection with your service.

## **REPLACEMENT**

If the vehicle suffers a mechanical or operation issue that means it is potentially unsafe or unreliable then (unless the issue is due to your error, intentional or grossly negligent act or omission) you can return the vehicle to the location notified by us and we will provide a replacement vehicle as soon as reasonably practicable. We will try to provide an equivalent vehicle or offer a suitable alternative. We will ensure that it may be used for private vehicle hire trips.

You may reject the proposed replacement vehicle in which case we shall terminate the Rental Agreement and you will be liable to pay for the Rental Rate up to the date of notification of mechanical/operational issue plus other accrued charges only. You will not have to pay for the remainder of the Rental Period.

If you require a replacement vehicle because of your error, intentional or grossly negligent act or omission then we cannot guarantee that we will provide a replacement vehicle. If we are unable or unwilling, then the Rental Agreement will be terminated but you will be liable to pay the Rental Rate and other accrued charges for the remainder of the Rental Period. If we do agree to supply a replacement vehicle then we reserve the right to apply an additional service fee in connection with preparing another suitable vehicle for you and we cannot guarantee that it will be the same make or model as the original vehicle.



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Following an accident or damage to the vehicle (fault or non fault) or its theft, we will assess the need for a replacement vehicle and provide one where appropriate. Please see the [Country Specific Terms](#) for more details.

### **SOFTWARE UPDATES**

The vehicle may contain an onboard computer which periodically suggests software updates/upgrades. If a software update/upgrade notification is received during your Rental Period you should promptly accept the update/upgrade. We accept not responsibility or liability for any failure or delay to accept any update.

You must ensure that you accept updates/upgrades only when you have sufficient time to fully complete the update/upgrade. The vehicle may not be operational during the update/upgrade process and we accept no responsibility or liability for and loss of use or interruption of service caused by accepting any update. Some vehicles require a WIFI connection for this and you are responsible for any associated cost.

### **BRANDED VEHICLES**

If you have selected a Branded Vehicle during the reservation process, the vehicle will have been already branded at the time of pick up. Any payments made to you by the third party to whom the branding relates (“Advertiser”) relating to the advertising services provided by you when using a Branded Vehicle in accordance with the Advertising Terms and Conditions, will be between you and the Advertiser. We do not arrange this payment and it does not reduce the Rental Rate.

**You may have the right to terminate your agreement with the Advertiser. However, you are not permitted to either apply, remove or modify any branding yourself, in whole or in part, at any time. If you do not comply with this, you are responsible and liable for all damage to the vehicle relating to the branding materials and their application and removal.**

We reserve the right to terminate your Rental Agreement for a Branded Vehicle on 28 days’ notice or a shorter period of time if our agreement with the Advertiser relating to branding or the use of their trade marks and materials terminates or is altered at any time.

If your agreement with the Advertiser relating to the Branded Vehicle is terminated for any reason or expires then Hertz reserves the right to replace the Branded Vehicle with an equivalent unbranded vehicle for the remainder of your Rental Period. If we do not exercise this right to replace the Branded Vehicle you may continue to use the Branded Vehicle for the remainder of the Rental Period (but may not be entitled to any payments or other benefits specified in the Advertising Terms and Conditions) or you may terminate your Rental Agreement in accordance with these terms (see [Early Return](#)) or you may request to have the Branded Vehicle substituted for an equivalent unbranded vehicle by contracting us using the Hertz App but please note that we cannot guarantee that we can accommodate such requests.

## **RENEWAL**

The minimum Rental Period for a renewal under the program is one (1) week, starting the end of the existing Rental Period.

Before the end of your Rental Period we will contact you via the Hertz App to remind you that your rental is coming to an end.

Subject to availability, if you wish to renew then you will need to digitally sign a new Rental Agreement via the Hertz App and will enter a new Rental Period. You will not need to go through the application process again but we will repeat the validation against the Eligibility Criteria. Please always read the Rental Agreement in case of any changes. We reserve the right to refuse to renew your rental at our discretion.

Where we have agreed a renewal, you will not need to return the vehicle to us, unless otherwise notified by us, but will keep the same vehicle for the new Rental Period. If we do request that you return the vehicle and exchange it for a different vehicle for the new Rental Period, you must cooperate with us and return it by the time and date stated. We will provide an equivalent vehicle unless we agree a different make or model with you.

We will retain your deposit until the vehicle is returned at the end of the final Rental Period.

If the renewal is not processed at least one week before the end of your current Rental Period we cannot guarantee availability of the vehicle or a suitable substitute.

## RETURN

If a renewal is not agreed then you must return the vehicle at the end of the Rental Period by the time stated on the Rental Agreement. We shall deduct any outstanding sums owed by you from the deposit and shall then return the balance, if any, to you within 14 days from the end of the final Rental Period. If the deposit is not sufficient to cover the accrued charges and fees owed by you we will take payment from your payment card. We will provide you with a breakdown of all of the fees and charges.

### RETURN PROCEDURE

**Requirements:** You need to return the vehicle to the return location by the time stated on your Rental Agreement, or as otherwise agreed with us, otherwise additional charges may apply.

Vehicles may only be returned during the opening hours of the location.

**IMPORTANT:** If you return the vehicle out of hours you will remain fully responsible for the vehicle, including any damage, until we are able to locate it during opening hours. The Rental Rate will be calculated up to the time when the location reopens.

### VARIATIONS

**Change to time or location:** If you want to make changes you should contact us via the Hertz App see if we can accommodate any change. Any amendment is at our discretion and may involve additional charges. You cannot return the vehicle to a different location.

**Early return:** Your Rental Period is the period agreed in the Rental Agreement. You can terminate the Rental Agreement and return the vehicle back to the pick up location at any time but you will forfeit prepaid amounts for the current week and will not receive a refund (even if you have returned the vehicle early) and will be liable to pay applicable fees and charges accrued during your rental. In addition, if you were offered a discounted Rental Rate or other benefit for booking a longer Rental Period, you will lose the benefit or discount and may be required to refund any discount you have already received.

**Late return:** If you return the vehicle late we will charge you an Additional Rental Days charge for each 24 hour period entered after the scheduled return time.

To help you, we typically allow a short 'grace period' to return the vehicle without being charged an extra day. Please [click here](#) or ask at the rental location for details.

We may also apply a Late Return Charge towards costs we incur if you return the vehicle other than at the agreed time. For details, please see [More Information... Charges](#).

**In the event that you have not returned the vehicle on time** and we have been unable to contact you or received an unsatisfactory response we may (a) extend the rental for an additional period and charge you for the applicable rental charge for that period or (b) **ground the vehicle (meaning you cannot access and use it) and recover it.**

**Termination by Us:** We may terminate the Rental Agreement with immediate effect if you are in breach of any of the terms of the Rental Agreement. Alternatively, where your Rental Period is more than four weeks, we may terminate the Rental Agreement at any time by giving you not less than four weeks' notice. You will be required to return the Vehicle at the end of the notice period and will only be charged the Rental Rates and other accrued fees and charges up to the time of return.

## BATTERY STATUS

For electric vehicles, we will record the vehicle's battery status before you collect the vehicle and measure it again on your return. The outgoing battery status will be recorded on the Rental Agreement.

We ask you to return the vehicle with at least the same level of charge. If you return the vehicle with a level of charge lower than this then we will recharge the vehicle for you. **Recharging Fees** will apply and may be added to your invoice or billed separately. Please see [More Information... Charges](#) below. If the battery is less than 20% then, in addition to the Recharging Fees, we will also charge a Service Fee to contribute to the cost of increased staffing and turnaround times.

If the vehicle is returned with a **critically low battery** and cannot therefore be unlocked we will charge you for the costs involved in gaining access to the vehicle and any damage caused to the vehicle as a result of this.

If you have rented a hybrid vehicle you are not required to ensure that it is returned with any particular level of battery charge. Please see the [Fuel section](#) below.

## FUEL

If you have rented a petrol, diesel or hybrid vehicle, fuel is not included in your rental rate. Your vehicle will be provided with some fuel which you may use during your rental but you must either return the vehicle with the same level of fuel (at your cost). If you return the vehicle with a lower level of fuel we will refuel it for you and charge you for the cost of the fuel plus a service charge.

## CHARGES

**Notification:** We will check the vehicle on your return and add any additional charges arising from your use of the vehicle, such as vehicle condition/damage/missing accessories or parts, Additional Rental Days and late return, to your invoice. Please [click here](#) for a detailed list of potential charges.

**IMPORTANT:** Some charges can't be finally determined on return, such as fines we later receive relating to your rental. We will charge you for these and will notify you of these amounts, by email using the address we hold for you.

**Invoice and payment:** We will provide an invoice or Statement of Charges after the vehicle is returned by email.

**Deposit:** We will release any balance of the deposit we hold for you within 14 days after the final Rental Agreement is closed. Please see the [Deposit](#) section for more information.

**Interest:** If we are unable to collect the charges from you we will contact you to request payment. Where payment is not made when due we may charge you the applicable statutory commercial interest on the outstanding charges.

**IMPORTANT:** As agreed in the Rental Agreement, we may take any charges owed by you from the credit or debit card provided during the application process, without any further authorisation from you.

## More information... CHARGES

### (A) YOUR ESTIMATE OF CHARGES (SEE YOUR RENTAL AGREEMENT)

Your Rental Agreement provides an estimate of the charges applicable to your rental. These charges may typically include the following:

COMPULSORY CHARGES	
<b>Rental Rate</b>	The rental rate is shown as a per week amount, includes insurance as specified in the Country Specific Terms and Breakdown and Accident Assistance, tax and fair wear and tear.
<b>Excess Mileage</b>	The Rental Rate includes the mileage allowance stated on the Rental Agreement. If you exceed this allowance an additional per mile (UK) or kilometre (Europe) fee will be charged at the rate stated on the Rental Agreement.
<b>TOTAL</b>	
<b>Estimated Rental Charges</b>	Your total estimated charges at the start of the rental including tax. Charges are 'estimated' because they exclude any other charges you may incur through your use of the vehicle during your rental.

**(B) POTENTIAL ADDITIONAL CHARGES**

You may incur additional charges as a result of your use of the vehicle or other incidents that occur during the rental. These include the following:

<b>CHARGING</b>	
<b>Recharging Fee/Service Fee</b>	<p>We will record the vehicle’s battery status before you collect the vehicle and measure it again on your return. We ask you to return the vehicle with at least the same level of charge as it had at collection.</p> <p>If you return the vehicle with a level of charge lower than this then we will recharge the vehicle for you. We will pass on the cost of electricity to you plus a reasonable service charge (“Recharging Fee”).</p> <p>If the battery status is below 20% on return an additional <b>Service Fee</b> will apply in addition to the Recharging Fee because this increases our turn around times and involves staff time.</p> <p><b>Service Fee = +€25 (inc VAT)/sterling equivalent</b></p>
<b>Charging station fines/damage</b>	<p>If you cause any damage to a charging station we will pass on any fine or other charge that we receive. This may be a significant amount depending on the amount/type of damage caused. You will be responsible for the entire amount. We will also charge the <b>Damage Administration Fee</b> for dealing with this.</p>
<b>Idle Fees/Charging station parking Fines</b>	<p>If you are using a public charging station and you do not move the vehicle when the charging session has ended then you may prevent others from charging their vehicles. You may be liable for an <b>Idle Fee</b> or other <b>parking fine</b>. The amount of fee or fine will be shown at the charging station or in its terms and conditions and/or on the vehicle’s onboard display. We will pass this on to you and may also charge the <b>Fines Administration Fee</b>.</p> <p>Please be aware of parking regulations (as is normal practice) at any site you visit. Separate parking fees may apply.</p>
<b>FUEL (ICE/Hybrid vehicles)</b>  <b>Refuelling Price</b>	<p>If you don’t fill up the vehicle before return, we will charge you a price per litre to fill the tank.</p>
<b>FUEL (ICE/Hybrid vehicles) Refuelling Service Charge</b>	<p>Applies on top of the amount charged for refuelling if we fill the tank for you on return.</p>
<b>VEHICLE CONDITION</b>	
<b>Damage/Loss Charges</b>	<p>If the vehicle is stolen, lost or damaged you are liable for each incident up to the full value of the vehicle or the excess amount (unless you have</p>

	breached the Rental Agreement in which case you are liable to the full reinstatement amount).																														
<b>Missing Accessories/parts Charges</b>	Apply if any parts or accessories are not returned with the vehicle or are damaged and need to be replaced.																														
<b>Charging cable replacement charge</b>	<p>If a cable is lost or damaged (other than fair wear and tear) you will be charged the replacement cost.</p> <p>Replacement cost depends on cable type and location:</p> <table border="1"> <thead> <tr> <th>COUNTRY</th> <th>Mode 2 Cable (EV-to-Domestic)(inc VAT)</th> <th>Mode 3 Cable (EV-to-Charging Station) (inc VAT)</th> </tr> </thead> <tbody> <tr> <td>UK</td> <td>£432</td> <td>£432</td> </tr> <tr> <td>FR</td> <td>500€</td> <td>500€</td> </tr> <tr> <td>DE</td> <td>560€</td> <td>360€</td> </tr> <tr> <td>NL</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>BE</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>Lux</td> <td>400€</td> <td>400€</td> </tr> <tr> <td>IT</td> <td>530€</td> <td>390€</td> </tr> <tr> <td>ES</td> <td>450€</td> <td>450€</td> </tr> <tr> <td>Other</td> <td colspan="2">400€ unless otherwise stated in Country Specific Terms.</td> </tr> </tbody> </table>	COUNTRY	Mode 2 Cable (EV-to-Domestic)(inc VAT)	Mode 3 Cable (EV-to-Charging Station) (inc VAT)	UK	£432	£432	FR	500€	500€	DE	560€	360€	NL	400€	400€	BE	400€	400€	Lux	400€	400€	IT	530€	390€	ES	450€	450€	Other	400€ unless otherwise stated in Country Specific Terms.	
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<b>Damage Administration Charge</b>	Fixed charge to recover our costs for dealing with damage caused to the vehicle.																														
<b>Extra Cleaning Charge</b>	Applies if you return the vehicle needing more than our standard cleaning to make it ready for its next rental.																														
<b>Smoking Charge</b>	Smoking is prohibited in all vehicles. This covers our costs of preparing the vehicle for the next rental.																														
<b>VEHICLE USE</b>																															
<b>Flat Battery Charge</b>	If the vehicle breaks down or cannot be accessed as a result of a low level of battery then we will arrange recovery of the vehicle and a service charge will apply for this.																														

<b>Local Road and Toll Charges</b>	You are responsible for paying all local road and toll charges applicable to your rental.
<b>Traffic Fines and Penalties</b>	You are responsible for paying the full penalty for any parking fine or charge, traffic fine or other penalty you incur during your rental.
<b>Fines Administration Charge</b>	Standard charge to recover our costs of dealing with any road charge, parking fine or charge, traffic fine or other penalty you incur during your rental.
<b>OTHER</b>	
<b>Cancellation/No Show Fee</b>	<p>50% of weekly Rental Rate where cancellation is less than 7 days before scheduled pick up time/agreed renewal date.</p> <p>Where a vehicle is not collected within 48 hours of scheduled pick up time or an agreed renewal is cancelled the booking/renewal will be cancelled. No refund for the first week's Rental Rates will be given.</p>
<b>Early Return charge</b>	<p>If you wish to return the vehicle before the end of the agreed Rental Period for any reason (other than <u>our</u> breach of the Rental Agreement) you forfeit any prepaid amounts for the current week and will not receive any refund. You Remain liable for any other accrued charges and fees.</p> <p>If you were offered a discounted Rental Rate or other benefit for a longer Rental Period, you will lose the benefit or discount and may be required to refund this amount to Hertz.</p>
<b>Additional Rental Days</b>	You may be charged an extra day's rental for the vehicle for each 24 hour period entered into following the return time at the rate of one 7 <sup>th</sup> of your weekly Rental Rate, although you are allowed a 'grace period' of 29 minutes to return the vehicle after the agreed return time before we will apply this charge.
<b>Late Return Charge</b>	In addition to charging Additional Rental Days for late return, we reserve the right to make a Late Return Charge to compensate us in part for the costs we incur in finding an alternative vehicle to satisfy our next booking for your vehicle plus our administration costs in contacting you to return the vehicle.
<b>Debt Recovery</b>	In the event that you do not pay any amounts when due we will pass on the costs of recovering these amounts from you.
All charges are calculated in accordance with our current rates and subject to final calculation at the end of the rental.	

## More information... DAMAGE

Your responsibility for damage to the vehicle is set out at the [Damage and Theft](#) section of these Rental Terms. This section covers how we assess and charge for damage and how we deal with any disputes relating to damage assessed.

### **CHECKING THE VEHICLE**

We will provide a summary of any pre-existing damage on the Hertz App at the start of the rental. Please check to make sure it is correct before you leave the rental location. We will also inspect the vehicle following your return and record any new damage (excluding fair wear and tear) and will report that to you.

#### **Fair wear and tear**

This means “ordinary wear due to reasonable use” and includes minor scratches and chips, small dents and normal wear on tyre treads and wiper blades as set out in the [Country Specific Terms](#).

When you return the vehicle, you will be asked to provide photographs of the vehicle to evidence any new damage. We will verify the vehicle condition and any damage that you report and will contact you with supporting evidence and charge you for any unbilled damage.

#### **Hidden damage**

Some damage will not be apparent on post-rental inspection, such as damage caused to inaccessible parts of the vehicle (e.g. the electric motor, battery or clutch) or hidden by adverse light or weather conditions. If we find any such damage we will charge you for this and will notify you using the email address we hold on record for you, with evidence.

### **DAMAGE ASSESSMENT AND CHARGING**

Your rental rate includes insurance with an excess so we will charge you for the damage up to the value of the excess that applies unless the insurance has been invalidated.

There are two common scenarios for damage assessment and charging:

#### **i. Damage covered in our matrix**

We aim to deal with damage in a quick and practical way by using our damage repair matrix. This contains the average cost of repairing the most common and minor damage based on the costs of body repair shops for parts and labour. The damage matrix is audited by impartial third party auditors on an annual basis.

Where possible we will charge for the damage in line with our matrix. We will email you explaining the details of the damage charges, including pictures, and applicable admin fee, after return.

#### **ii. Damage not covered in our matrix**

We will refer your case to our damage assessor for evaluation. We aim to complete this assessment within 20 days. However, it can take up to 90 days if a third party or the police are involved. We will email you listing the damage, including the pictures, following return and charge you separately for these amounts, plus any applicable admin fee.

#### **Notification and evidence**

We will provide evidence of any damage charge we make, which should include (i) the Rental Agreement number, date and return location, (ii) a damage appraisal from a repair body shop and/

or the invoice for the repairs, and (iii) any Accident Report Form, photographs of the damage in situ and of the odometer.

## DISPUTES

If you dispute a damage charge we will send full information, including any arguments and supporting evidence you provide, to our Collections Department, who will re-evaluate the case. If they agree with you a revised charge will be invoiced and where payment has been taken you will be refunded in whole or in part. If they do not agree, they will proceed to collect the sum invoiced. If you are not satisfied with our assessment, you can contact our Customer Services Department, who will review the matter in full, refunding you as appropriate if they disagree with any charge made. Customer Services aim to deal with all customer contacts within 14 days.

If we are still unable to resolve the matter to your satisfaction we will refer you, where possible, to an independent adjudicator, whose decision will be binding on us. For full details and contact information, please [click here](#).

## More information... PRIVACY SUMMARY

We need to collect and store personal information about you to provide the services you request. When you rent with us, you consent to us processing your personal information in accordance with our Privacy Policy.

The key points about our use of personal information are set out below. For full details see our [Privacy Policy](#).

### OPERATIONAL USES

We use your personal information for our legitimate interests, including statistical analysis, credit control and protection of our assets. This may include disclosing your personal information to insurers and other organisations to assist in recovery procedures and counter fraudulent claims and for operational communications via email, Hertz App notifications and SMS.

We track the location of certain vehicles via GPS technology for security reasons and may retain such information as necessary for those purposes.

### MARKETING USES

Hertz will use your personal data to send you commercial communications about Hertz's ride hailing rental products, services and offers. You can always opt out at any time either by using the "Unsubscribe" link found in all marketing emails or opting out by contacting [euprivacy@hertz.com](mailto:euprivacy@hertz.com).

### ACCESS TO YOUR PERSONAL DATA

You have the right to access, correct and/or request deletion of the personal information we hold about you – see our [Privacy Policy](#) for details.

### TELEMATICS DATA

Pursuant to the EU Data Act 2025, you have a right to access data generated by your use of a connected vehicle during your rental period. This right applies when the vehicle itself, or a connected device, produces telematics data *and* the rental occurs in an EU country.

The telematics data that we possess in connection with your rental may include the following:

Mileage/odometer	Fuel consumption	Position data
Ignition status	Technical condition data	Fuel and consumption
Tyre pressure	Charging data	

Please see our [Privacy Policy](#) to understand how we handle personal data.

If you wish to exercise your rights under the EU Data Act 2025 please contact [euprivacy@hertz.com](mailto:euprivacy@hertz.com). We will provide you with a copy of the telematics data relating to your rental that we hold in our systems at that time, free of charge, within a reasonable timeframe. Please note that we can only provide data relating to your rental period and we may take reasonable steps to verify your identity and eligibility. We store telematics data for a limited period and accordingly we recommend that EU Data Act requests should be made promptly.

## More information... CONTACTS

If you need to discuss any aspect of your rental or, ultimately, are not happy with your rental experience, you have the following options:

ASK US...	INDEPENDENT ADVICE
<p><b>DURING YOUR RENTAL</b></p> <p>If you have any questions or problems during your rental (e.g. to change the return time or date) you should use the Live chat function in the Hertz App.</p> <p>If you have an accident or breakdown you should contact the relevant assistance number (<a href="#">click here</a>).</p>	<p>If your issue concerns the UK or a European country, you can seek online dispute resolution (ODR) through <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a> or contact the European Consumer Centres Network (<a href="http://www.ECC-Net">www.ECC-Net</a>) to get more information about your rights.</p> <p>You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.</p>
<p><b>AFTER YOUR RENTAL</b></p> <p>If you disagree with any charges on your return, or have a complaint relating to your rental experience, you should use the Live chat function in the Hertz App to resolve any issues.</p>	

## **COUNTRY SPECIFIC TERMS – CZECH REPUBLIC**

These Country Specific Terms reflect the legal and operational requirements specifically related to vehicle rentals in the Czech Republic. In the event of a conflict between these terms and the main

rental terms HERTZ RIDE HAILING RENTAL TERMS ("Hertz T&Cs"), these Country Specific Terms shall prevail.

The Hertz Ride Hailing Rental Terms govern the business relationship between you and Hertz and apply to any reservation and use of the vehicle. We also recommend familiarizing yourself with the Frequently Asked Questions (FAQ) available on the website or in the Hertz Hz mobile app, which outline general procedures and requirements for customers.

## **LEGAL FRAMEWORK AND FORMATION OF THE CONTRACTUAL RELATIONSHIP**

All legal relationships arising out of or in connection with these rental terms and the conclusion of a vehicle rental agreement are governed by the legal system of the Czech Republic.

For each individual Hertz Ride Hailing vehicle rental, a separate vehicle rental agreement (hereinafter the "Rental Agreement" or "Agreement") is concluded between you and Hertz within the meaning of Section 2321 et seq. of Act No. 89/2012 Coll., the Civil Code. The essence of this Agreement is Hertz's obligation to hand over the vehicle to you for temporary use and your obligation to pay the agreed rental fee and related charges. The specific Rental Period, vehicle specifications, and the final amount of charges are specified in the reservation or directly in the Rental Agreement.

## **CONTACT DETAILS**

In case of any questions, the Hertz customer service center is available on business days from Monday to Friday between 8:30 AM and 4:00 PM at the phone number +420 225 345 000. Alternatively, you can use the email address [tnc@hertz.cz](mailto:tnc@hertz.cz), or contact the branch where you picked up the vehicle. The roadside assistance service is available at the phone number 800 443 789.

## **INSURANCE AND PROTECTION PLAN**

The vehicle is legally insured for the purpose of providing taxi services. The Hertz Ride Hailing service also includes the Hertz Protection Plan, which is provided automatically upon reservation and is included in the rates. This plan provides a partial waiver of your liability for damages caused by you to the vehicle.

Your liability is limited to an excess of 10% of the value of the damage caused, but not less than CZK 20,000. In the case of purchasing a product with higher coverage, the excess is reduced to 10%, but not less than CZK 10,000. The Protection Plan is valid only if all rental terms, including these Country Specific Terms, are observed. In the event of their breach, you are fully liable for the damage.

## **RENTAL PERIOD AND CONDITIONS**

The minimum Rental Period of the vehicle is 14 days (2 weeks) and the maximum Rental Period is 52 weeks. The price stated in the reservation includes 1,500 km per week, mandatory third-party liability insurance for Hertz Ride Hailing, the Protection Plan, VAT, all vehicle servicing, vehicle-related registrations and inspections. Fuel is not included in the rental price.

## **RESERVATION AND VEHICLE PICK-UP**

The reservation must be made at least two business days before the scheduled vehicle pick-up. This period serves for the administrative registration of your person as the vehicle operator in the relevant registry. An essential condition for initiating this process is the provision of your officially certified power of attorney as part of the reservation.

A condition for the handover of the vehicle is your registration as the operator in the vehicle registry, which we carry out on your behalf, reserving a period of up to 48 hours before the start of the rental for its processing. If the registration is made on time, the beginning of the rental and the payment obligation are governed by the time specified in the reservation. In the event of an administrative delay, the beginning of the rental and the obligation to pay the rental fee are postponed to the moment the vehicle is ready for handover.

At the time of pick-up, the vehicle is registered as a taxi vehicle and you are listed as its operator. Before starting the taxi operation, you are obliged to secure and place the taxi vehicle registration sticker in the lower right corner of the windshield. Leaving this sticker on the vehicle is not considered unauthorized marking, even if the vehicle is temporarily used for private purposes.

## **DEPOSIT**

4 days prior to the scheduled vehicle pick-up, we will authorize an amount of CZK 15,000 on your payment card. If you make a reservation for a vehicle shortly before its scheduled pick-up, we will authorize this amount immediately after confirming the reservation. We will deduct this amount at the moment of signing the Rental Agreement and hold it until the vehicle is returned at the end of your Rental Period.

After the end of the rental, we will deduct any incurred charges and costs from the deposit and release the balance, if any within 14 days of the termination of the Rental Agreement; however, depending on your bank's processes, it may take up to another 30 days for the amount to appear in your account.

## **AUTHORIZATION TO DRIVE AND USE THE VEHICLE**

Operating a taxi service with the rented vehicle is permitted exclusively to you. It is not allowed to entrust the driving of the vehicle to another person, neither for the purposes of performing taxi services nor for private purposes. Violation of this rule may lead to the imposition of a fine up to CZK 100,000, liability for damage up to the full value of the vehicle, and the invalidation of the Protection Plan.

The vehicle may be used for private purposes only on the condition that it does not leave the territory of the Czech Republic and is not driven by another person.

## **QUALIFICATIONS AND ELIGIBILITY CRITERIA**

To rent a vehicle for the purpose of providing taxi services in the Czech Republic, it is necessary for you to meet specific legislative and administrative requirements arising in particular from Act No.

111/1994 Coll., on Road Transport. The basic condition is that at the time of vehicle pick-up you are a holder of a valid taxi driver's license (the so-called yellow card).

If you operate a taxi service as a self-employed person (OSVČ), you must also possess the relevant trade authorization (concessioned trade "Road motor transport – passenger") and a valid transport license.

During your registration, you are required to present a valid identity document, driver's license, taxi driver's license, proof of granted concession, a valid payment card in your name, proof of your residential address, and your Data Box ID number (ID datové schránky).

Upon vehicle pick-up, you will be asked to present a valid identity document, driver's license, and taxi driver's license.

### **KEY RESTRICTIONS AND LIABILITY EXCLUSIONS**

The insurance products and the Protection Plan will not be valid if you breach the obligations arising from the Rental Agreement, cause damage intentionally, the vehicle is driven by an unauthorized person, you drive without the appropriate authorization, or you transport paying passengers without a valid license and driver's license.

### **ACCIDENTS AND DAMAGE TO THE VEHICLE**

In the event of damage to the vehicle exceeding CZK 200,000 in value, theft of the vehicle, or a traffic accident involving injury or death, you are obliged to call the Police of the Czech Republic and await their arrival. In other cases, a written agreement on fault by the participants of the accident is required.

In the event of any damage to the vehicle, you are obliged to complete an "Accident Report" form and notify us of the event immediately.

### **VEHICLE INOPERABILITY**

Should the vehicle become inoperable for any reason during the Rental Period, we cannot guarantee the provision of a replacement vehicle, particularly with regard to the legislative and administrative requirements related to the operation of a taxi service. The rental may be terminated or suspended for the duration of the vehicle repair; no rental fee will be charged during the suspension period, provided the inoperability was not caused by a breach of your obligations. You acknowledge that you use the vehicle primarily for business activities, and that temporary inoperability constitutes a standard business risk. We are not liable for lost profits, loss of income, or any other indirect or consequential damages arising as a result of the vehicle's inoperability; this does not affect liability for damages caused by us intentionally or through gross negligence to the extent stipulated by legal regulations.

**BRANDED VEHICLES**

Any application of advertising decals or other branding on the vehicle is possible only with prior approval from Hertz.

**DISPUTES AND GOVERNING LAW**

We always try to resolve disputes amicably. In case of complaints, please always first contact our customer service center in writing via the email address [tnc@hertz.cz](mailto:tnc@hertz.cz). In the event of a legal dispute, the material and local jurisdiction of the courts in the Czech Republic is agreed upon. The Agreement is governed by the legal system of the Czech Republic.