

# FLEXICAR Terms and Conditions

## Presentation of the Flexicar service in Australia

Updated 14<sup>th</sup> August 2020

Your **Flexicar** membership is a unique membership that allows you to access Flexicar cars 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 agreeing to these terms and conditions, you agree to be bound by them and to receive notice of any changes to the terms and conditions through the posting of notice of such changes on the **Flexicar website**: [www.flexicar.com.au](http://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

**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.

**Reported Damage Diagram** is in the Re:Member Manual in the Car where Flexicar records any exterior damage to the Car of which they have become aware.

**Flexicar** means Hertz Australia Pty Ltd ABN 31 004 407 087, incorporated in Victoria with a registered address of Level 15, 636 St Kilda Road, Melbourne 3004.

**Hertz 24/7**, Flexicar's sister brand operating outside of Victoria, means Hertz Australia Pty Ltd ABN 31 004 407 087, incorporated in Victoria with a registered address of Level 15, 636 St Kilda Road, Melbourne 3004.

**Flexicard** means the membership card that Drivers receive which allows them to access a Car for the Booking Period.

**Account Holder** means a person or organisation that has agreed to these Flexicar Terms and Conditions and takes full responsibility for the payment of all fees, charges, fines and costs incurred by all the Drivers linked to their account as set in these Terms & Conditions. An individual may be both an Account Holder and Driver. An organisation is an Account Holder only.

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**Driver** means a person over 18 years of age who has agreed to these Flexicar Terms and Conditions and has been accepted by Flexicar as someone that can drive a Flexicar car. An individual may be both an Account Holder and Driver. 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.

**Re:Member Manual** is the in-Car manual which outlines how to use the Flexicar service and must be referred to when using the Car.

**Booking Period** means the time that the Driver has booked for use of a Flexicar.

**Active Booking Period** means the period between the first swipe in and final swipe out by the Driver during the Booking period.

**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.

**Legal Parking Space** is any parking space that is usable by the general public 24/7. Thus it excludes parking with the following designations: handicapped, no standing, no stopping, Clearways. Paid/Metered parking is legal whilst the parking fee has been paid.

**Untidy Car** refers to a Car that is dirtier than would be 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 boot or in foot wells.

**Terms and Conditions** means these terms and conditions.

## 2. Application to become a Flexicar Account Holder

1) A person or organisation may apply to be accepted as a Flexicar Account Holder by submitting an application online

2) An application to be a Flexicar Account Holder can only be accepted if:

a. the applicant agrees to be bound by these Terms and Conditions;

b. the applicant completes all parts of the application form/s that Flexicar deems required information. Required information includes but is not limited to certain payment method card information.

3) The Account Holder must provide Flexicar with correct information when applying to be an Account Holder (including, without limitation, the Account Holder name, driver's licence, address, email address, credit card details and student number and campus, if required). It is the Account Holder's responsibility to update Flexicar with any and all changes to this information during their membership.

4) Flexicar uses Dun and Bradstreet's GreenID to authenticate new membership applications. This service conducts checks of information provided in your application

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including your driver's licence, contact details and supplied payment details. By applying become a Flexicar member you are authorising us to conduct a check of the details provided in your application using GreenID.

5) 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](mailto:info@flexicar.com.au) for further information.

6) Flexicar reserves the right to refuse any membership application at our discretion.

### **3. Application to become a Flexicar Driver**

1) A person may apply to be accepted as a Flexicar Driver by submitting an application online

2) An application to be a Flexicar Driver can only be accepted if:

a. the applicant agrees to be bound by these Terms and Conditions;

b. the applicant completes all parts of the application forms that Flexicar deems required information.

c. payment from the Account Holder of the applicable membership fees are accepted; and

3) The 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). It is the Driver's responsibility to update Flexicar with any and all changes to this information during their membership

4) An Account Holder may have more than one Driver on his or her Flexicar 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.

5) 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 P-Plate driver you are restricted in driving the Audis since they have turbo-charged engines however you can apply to [VicRoads](#) for permission to drive them.

### **4. Accessing our cars**

1) Cars can be accessed using an access PIN code, sent by SMS 15 minutes before the start of a booking, or using a Flexicard. From November 15<sup>th</sup>, 2016, the preferred access mode is by PIN code. Flexicard can be issued on request at a cost of \$9.99.

2) Drivers must access and exit the Cars using their PIN code or Flexicard if applicable

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3) The Flexicard remains the property of Flexicar and must be returned if the account is cancelled or otherwise ended. If the Flexicard is not returned then it is considered to be lost and incurs a replacement cost as per Section 32.

### **5. Flexicar's Responsibilities**

1) Flexicar will carry out regular checks on all Cars.

2) Flexicar is not liable to an Account Holder or Driver under or in connection with this Agreement, whether for negligence, breach of contract, misrepresentation or otherwise, for:

- a. Loss or damage incurred by the Account Holder and/or Driver as a result of any claims made by a third party;
- b. Loss of profit, goodwill, business opportunity or anticipated saving suffered by the Account Holder and/or Driver; or
- c. Any indirect or consequential loss or damage suffered by the Account Holder or Driver.

3) Nothing in this Agreement will operate to exclude or restrict Flexicar's liability for:

- a. Death or personal injury resulting from negligence by Flexicar;
- b. Flexicar's fraud.

### **6. Member Responsibilities**

1) The Car must only be driven by an authorised Flexicar Driver. Only members are authorised Flexicar Driver and only members are covered by Flexicar's damage cover.

2) Account Holders will be charged a penalty (as per Section 32) and can be suspended if they, or their Drivers, allow a person who is not an authorised Flexicar Driver to drive a Flexicar Car.

3) The Driver must not use the Car for:

- a. Hire or reward.
- b. Any illegal purpose.
- c. Off-road driving is not permitted on any road or other surface which is not sealed other than a road under repair, or a road notified to you by Flexicar, unless the vehicle is a Four Wheel Drive (4WD) vehicle.
- d. Racing
- e. Teaching someone to drive

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f. Hauling any goods that are incorrectly or inappropriately loaded or for the haulage of which the Car was not designed

- 4) Account Holders and/or Drivers must not sell, rent or dispose of the Car or any of its parts, or attempt to give anyone any legal rights over the Car.
- 5) The Driver must not use the Car when under the influence of drugs and must obey the legal alcohol limits relevant to the roads laws in each state of Australia.
- 6) The Driver must not carry a number of passengers which exceeds the designed seating capacity of the Car.
- 7) The Driver must not carry baggage which would cause the Car to be overloaded. Towing using a Flexicar is also strictly prohibited.
- 8) 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.
- 9) The Driver must inform Flexicar immediately via phone if they become aware of any defect or damage to a Car not recorded on the Reported Damage Diagram. Internal damage, or car condition, must also be reported via phone. This should be done on commencement of booking, not conclusion – otherwise the Driver will be deemed responsible.
- 10) The Account Holder may be liable for payment of repairs 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.
- 11) The Driver must always use the Car in accordance with all applicable laws and regulations which may be in force at any time.
- 12) 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 Terms and Conditions. On suspension, any existing Bookings under the Account Holder and/or Driver may be cancelled by Flexicar at its discretion.
- 13) Any Account Holder on on the Flexi Uni or Flexi Uni Reduced Excess plan must provide current proof of 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 Intro or Intro \$0 Excess plan based on the current student plan they are on.
- 14) Any Account Holder on the Flexi Uni or Flexi Uni Reduced Excess plan must contact Flexicar immediately if they cease to be a student.

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## **7. Making a Booking**

- 1) A Driver can only book a Car under their name.
- 2) 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 the business account
- 3) A booking can be made online at anytime, or via phone on 1 300 36 37 80 only between 9am and 5pm seven days a week. There is no fee for online bookings. There is a fee for phone bookings. Flexicar does not accept email bookings.
- 4) 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 member responsibility to review every booking confirmation email to ensure they have the booking they desire.
- 5) Flexicar reserves the right to change the reserved Car for existing bookings, should Flexicar move another Car to the Reserved Parking Space.
- 6) Flexicar cannot guarantee your preferred booking time or Car will be available prior to booking.
- 7) Flexicar reserves the right to restrict members with less than 10 paid bookings without default payments from booking Prestige vehicles. Such bookings will be switched to the nearest available vehicle.

## **8. Booking Period**

- 1) An Account Holder and/or Driver must always book the Car prior to use.
- 2) The minimum Booking Period is 60 minutes with 15 minute incremental increases
- 3) Drivers can use the Car for the Booking Period only.
- 4) The Account Holder will be charged for the full Booking Period, regardless of whether or not 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.
- 5) 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.
- 6) Account Holders and/or Drivers may make a booking up to 12 months in advance.

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## **9. Booking cancellation**

A Booking may be cancelled without penalty (as per Section 32) until four hours before the start of the Booking Period. b. Cancellation of a Booking between zero and four hours before the start of the Booking Period will incur a penalty (as per Section 32). c. Cancellation of a Booking after the booking start time a penalty (as per Section 32). d. A booking cannot be cancelled once it has commenced.

## **10. Car Collection**

1) The Driver must collect the Car from its Reserved Parking Space.

2) 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 fuel cards and fuel level. Failure to immediately notify Flexicar 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 will be held liable for any repair or cleaning costs..

## **11. During a Booking Period**

1) Drivers are responsible for the Car, and anything that happens to it, for the entire Booking Period, not simply the Active Booking period. This responsibility includes damage which occurs, for which a third party cannot be held responsible, is also the responsibility of the Driver, as is any excess payable on any damage claim.

2) 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.

3) Drivers must make sure they use the correct fuel when refueling the Cars.

4) 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 (as per section 32). Drivers who smoke in the Car or allow a pet in a non-pet friendly car will incur a penalty (as per Section 32), charged to the Account Holder.

5) Drivers must lock the Car when not using it during their Active Booking Period with the car key.

6) Drivers must not leave the Car key in the Car at any time except when placing it in the designated location at the end of the Driver's Active Booking Period.

7) If a Car key is lost, a penalty (as per Section 32) may be applied to the Account Holder at Flexicar's discretion in addition to:

a. the cost of replacing the key; and

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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 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.

8) Account Holders are responsible for paying any tolls, fines, fees or charges Drivers may incur during the Booking Period, including fees for using Citylink or any other applicable toll road. Tolls are passed along at cost with a \$0.20 admin fee for processing the payment. Personal eTags may not be used in a Car.

9) 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 method), a penalty (as per Section 32) 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.

10) Support cannot be offered to Drivers who do not have access to a phone during their booking.

### **12. Refueling**

1) 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 1/4 full.

2) If a Driver leaves a Car at the end of their Booking Period with a fuel tank less than 1/4 full a penalty (as per Section 32) may be applied to the Account Holder.

3) If a Driver uses a Flexicar fuel card for any purpose other than refueling 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 an incident, plus any reasonable expenses incurred to recover money.

4) If a Driver fails to leave the Flexicar fuel card in the Car or lose the fuel card a penalty (as per Section 32) will be applied to the Account Holder to have the card replaced.

5) 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 in to Flexicar. The amount of the fuel purchase will be deducted from the Account Holder's invoice. The Driver is also required to report the faulty or missing Fuel card to Flexicar on 1300 36 37 80.

### **13. Accident, damage & theft**

1) If the Driver has an accident, the Driver should not admit fault and should:



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a. Make the Car secure and inform the police immediately if anyone is injured or there is a disagreement as to the facts;

b. Note down the car registration, names, addresses and licence numbers of any other drivers involved;

c. Note down the names and addresses of any witnesses; and

d. Call Flexicar immediately on 1 300 36 37 80.

2) 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 form within 48 hours of it being sent to the Driver. It must include any police witness statements or reports if applicable.

3) Drivers must provide accurate statements and cooperate with Flexicar in any way as required by them.

4) 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's Drivers, the Account Holder will incur a daily penalty (as per Section 32) while the Car is off the road. This penalty (as per Section 32) 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 under clause 18.6.

5) 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 terms and conditions. The \$0 excess plan **does not** apply to Prestige or Commercial vehicles (utility vehicles and vans).

6) 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.

If a third party cannot to be held responsible for damage, the Driver will still be liable for any excess payable.

### **14. Breakdown**

1) Any breakdown involving a Car must be reported to Flexicar by phone on 1300 36 37 80. 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 the Flexicar.

2) 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 36 37 80 and park the Car in accordance with road rules and Flexicar's instructions.

3) 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 the Car.

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4) 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.

### **15. Parking and traffic offences**

1) 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, wherever 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.

2) In the event that Flexicar receives a parking or traffic offence notice and is either:

a. obliged 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 as per Section 32. This administration charge is payable to Flexicar at the time of application.

3) 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.

4) If a member parks in a metred park during an Active Booking Period, the member is responsible for paying metred fees.

5) 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.

6) 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.

### **16. Car return**

1) The Driver must return the Car locked, in reasonable condition (internal and external) and in good working order, with at least 1/4 of a tank of petrol, and with the car key in the designated position within the Car (drivers side door), to the same Reserved Parking Space from which it was booked, no later than the end of the Booking Period.

2) If the Driver returns the Car after the end of the Booking Period, the Account Holder may incur a penalty (as per Section 32) in addition to the hourly fees for use of the Cars:

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- a. The Account Holder and/or Driver may extend the Booking Period if they do so in accordance with clause 9.1. and will be liable for any usage charges attributable to the extended Booking Period.
- b. If an Account Holder and/or Driver pre-advises Flexicar at least 30 minutes prior to the end of the Booking Period, and there is another Driver waiting for the Car, a penalty (as per Section 32) 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 (as per Section 32) 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.
- 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 at the end of the Booking Period the Account Holder will incur a penalty (as per Section 32), regardless of whether there is another member waiting.

3) 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 be fined as per Section 32, in addition to the cost of any damage or loss of property suffered by Flexicar due to the car being left unlocked by the Driver.

4) If the Car is left in an untidy state for the next Driver (e.g. leaving litter in the Car), a penalty (as per Section 32) may be applied to the Account Holder.

5) 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.

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 fee (as per Section 32) per day as set out at clause 13.4.

6) Drivers must inform Flexicar immediately if they fail to leave the car key 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 (as per Section 32) may be applied to the Account Holder at Flexicar's discretion, in

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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.

7) 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 of the exact location of the car and the registration of the car parked illegally. Drivers must 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 and should deal with the fine in accordance with clause 15.

8) 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 (as per Section 32) 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.

9) 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.

10) 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 only and request a remote entry. Remote entry fee is \$5. Outside this time, the driver must make a current booking to be granted access to the Car.

11) If a Driver has a booked Car and keeps the car past the end of the booking time without notifying Flexicar and does not answer calls from Flexicar, we may consider the Flexicar stolen and report the Driver to the police.

Flexicar reserve the right to charge the Driver for the entire period they keep the car or until we retrieve the Car. Flexicar also reserve the right to retrieve the car without notifying the Driver, dispose of any property left in the car, suspend the Account and immediately process payment for fines and fees. Fines will be applied for late return, lost key, key replacement costs and any other relevant fines as per Section 32.

12) The Account Holder indemnifies Flexicar for any claim made by a third party resulting from Flexicar's recovery or repossession of the Car.

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## 17. Pricing Structure

- 1) Current plans and rates information is available on Flexicar's website at [www.flexicar.com.au](http://www.flexicar.com.au).
- 2) The Account Holder will pay any membership fees associated with the category of membership applied for.
- 3) 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.
- 4) 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.
- 5) Flexicar's hourly rates are chargeable in fifteen minute units (60 minutes being the minimum booking).
- 6) 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.
- 7) Account Holders will incur a fee for a booking made by telephone. Bookings may be made online at any time or via phone between 9am and 5pm only.
- 8) 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](http://www.flexicar.com.au).
- 9) Account Holder may elect a change of plan. An Account Holder must request a change of plan via the Flexicar member area. Change of plans are immediate, unless you are currently on an active booking, and driving credit prepaid amount (if any) associated with the plan will be charged immediately and subsequently automatically for each billing cycle until you request another change of plan. A change of plan will apply to all Drivers on an Account Holder's account.
- 10) Rates and plans may change from time to time and Flexicar endeavour to notify Account Holders in advance, however on some occasion rates and plans are subject to change without notice. All up to date rates information is available on Flexicar's website at [www.flexicar.com.au](http://www.flexicar.com.au).
- 11) From time to time Flexicar may offer promotional rates. All information on specials, including eligibility and any special terms and conditions, will be available on Flexicar's website at [www.flexicar.com.au](http://www.flexicar.com.au). It is the member's responsibility to be aware of, and adhere to, any offer conditions.

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12) Only one promotional rate or offer can apply at any one time.

13) Most Flexicar plans are based on a credit pre-purchase. On some plans credit amounts expire at the end of the month. On other plans, credit can be rolled over for one month. The rolled over credit is not used until the new month's credit has been all used.

14) Driving credit pre-purchased with your plan is applied against hourly and daily booking costs and excess kilometre travelled (if applicable) only. Pre-purchased driving credit cannot be used against surcharges including, but not limited to, toll fees.

### **18. Damage Cover**

1) Provided Drivers fulfil their obligations, as set out in these Terms and Conditions they will be covered by fully comprehensive damage cover when driving a Car.

2) 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.

3) No cover is provided for the theft of personal belongings from the Car, nor is any personal accident cover provided.

4) By allowing a person to become a Driver of Flexicar, Flexicar is authorising that Driver to drive under Flexicar's damage cover policy.

5) Account Holders are liable to pay an excess in the event a Driver has an accident.

6) For all accounts an annual membership fee including comprehensive damage cover is payable. The excesses vary depending on age, licence status, where the licence was issued (e.g.: Australia or overseas) and driving experience as per the table below. Drivers opting for the excess reduction plan will not be due to pay any excess, in consideration of the higher hire rates they elect to pay.

7) Zero-dollar excess cover is an option you can choose 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 member has not complied with other aspects of these Terms and Conditions. Zero-dollar excess cover is not an option for Commercial (utility and van) or Prestige Vehicles.

8) Students on the discounted Flexi-Uni plan can opt to reduce their excess from \$1500 to \$400 by choosing to pay the excess reduction surcharge. Excess reduction is not applicable on Commercial or Prestige vehicles

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Age & Experience	Annual Membership Fee	Standard Excess/Commercial and Utility vehicle Excess
22 and older + valid Australian licence or a foreign licence	\$49	\$1,200/\$3,000
Under 21	\$49	\$1,500/\$3,000
Any age on Flexi-Uni Plan	\$35	\$1,500/\$3,000

9) Any personal motor insurance or damage cover policy is not valid when Drivers are using a Flexicar car.

10) 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 suspension. Failure to inform Flexicar in relation to a change in driving history details could leave the Account Holder liable for penalties.

11) Damage cover may change from time to time. Flexicar will notify Account Holders of any changes before they take effect.

12) With regard to Flexicar's Prestige vehicles range, the \$0 excess and reduced excess covers are not valid on our prestige vehicle range and bookings made on these vehicles will be subject to our standard damage cover excess for any at-fault damage to the car. As the reduced excess covers are not valid, the associated rate surcharges attached to reduced excess covers will not apply.

### 19. Application of bonus/additional driving credit

1) 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 on the Account Holder's pricing plan. Bonus/additional driving credit cannot be used against surcharges including, but not limited to, toll fees and excess kilometres.

2) If an Account Holder and/or Driver is identified with being the source of a new Flexicar Account Holder hearing about Flexicar by adding their name to the Flexicar sign up page, the Account Holder will receive referral credits.

3) The value of the referral credits may vary and is set by Flexicar at the time of the referral.

4) Referral credits can be redeemed for referring new Account Holders only. Referral credits cannot be redeemed for referring additional Drivers on the same account.

5) Flexicar will notify Account Holders they have received referral credits. Referral credits must be used within the period advised by Flexicar.

6) Reimbursement to members, for occasions such as but not limited to alternative transport like taxi or refuelling, will be provided as additional credit on the drivers account, rather than as a cash refund.

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## 20. Billing

- 1) 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.
- 2) When you joined, or before making your first booking, you gave us your debit or credit card details as your payment method. You must notify us immediately if these details change. If we cannot authorise your payment card before each rental, you will not be able to unlock and use the car.
- 3) When you give us your payment method card details you agree to allow us to deduct from your card all charges that you may have incurred
- 4) We reserve the right to pre-authorise up to 100% of the initial charges up to 48 hours before you start your Booking or immediately if your rental commences within 48 hours. Your booking will only be confirmed once this authorisation has been successfully obtained. We will notify you if your payment card is declined.
- 5) 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, traffic & parking infringements and fees or fines as per Section 32 may be charged to your payment method on our receiving notification of these costs from the relevant managing bodies. Toll charges will incur a \$0.20 admin fee per charge.
- 6) 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.
- 7) 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.
- 8) 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.
- 9) At the end of every Booking, we will debit your account for the booking charges and any additional charges including but not limited to incidentals such as excess kilometres, damage cover excess and additional fees or fines if applicable
- 10) Other charges including but not limited to charges related to plan changes and subsequent automated driving credit pre-purchase, annual membership or additional driver annual membership renewals will be deducted from your payment method card at time of the event.



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11) If a payment is declined or dishonoured, leaving the Account Holder with an outstanding balance, then an administration charge as per Section 32 may be applied to the account.

12) 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 in accordance with clause 17.
- b. Booking charges and surcharges in accordance with clause 17.
- c. Any penalty (as per Section 32), fine, or charge for loss or damage resulting from an Account Holder and/or Driver's failure to comply with these Terms and Conditions.
- d. Any other fines and penalties incurred by Drivers as a result of failure to adhere to the in-car Re:Member Manual.
- e. All fines and court costs for parking, traffic or other offences (including any costs which arise if the Car is clamped) charged to either Flexicar or the Driver and incurred by the Driver during his/her Car use in accordance with clause 15. Any fines and penalties that are processed by Flexicar will render the Account Holder liable for Flexicar's reasonable administration charges as set out in clause 15. 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 in accordance with clause 16.
- g. All charges, fines and penalties incurred by a Driver and Flexicar's reasonable administration costs
- h. Any payments of excess and excess reduction charges under clause 18.
- 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 by clause 18 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.

13) The Account Holder and Driver's agreement to these Terms and Conditions 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 as described in clause 15.

14) Flexicar may elect to periodically change payment providers, or payment conditions. Account Holders will be notified of any changes.

# FLEXICAR Terms and Conditions

## 21. Your Personal Information and Privacy

1. We collect and handle your personal information in accordance with the Commonwealth Privacy Act 1988 (**Privacy Act**), including the Australian Privacy Principles.
2. We collect the personal information you provide in the application form and in 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.
3. *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.
4. *GPS tracking:* All Flexicar cars can be tracked at any time using Flexicar's GPS Car tracking technology. Flexicar will use car location information for the purpose of recovering a car or cars which are not returned at the end of Booking Period, or otherwise stolen, and will share this information with law enforcement bodies or companies as necessary for the purposes of recovering the car or cars. You agree that we can collect, use and disclose this personal information for these purposes.
5. *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 the application form, or you can otherwise unsubscribe at any time by using the link provided at the bottom of email communication or by emailing us at [info@flexicar.com.au](mailto:info@flexicar.com.au)
6. We may disclose your personal information to:
  - (a) our related companies, including those located overseas such as in France and the USA;
  - (b) our third party service providers, including payment service providers and online identity verification service providers;
  - (c) if you are a Driver but not the Account Holder, the Account Holder.
7. The Hertz Privacy Policy, available at <https://www.hertz.com.au/rentacar/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp>, is incorporated into and forms part of these terms and conditions. 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

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personal information, make a complaint about your privacy and how we will handle complaints.

### **22. Member Communications**

1) Flexicar's primary means of communication is email. Active accounts must permit Flexicar email communications. Flexicar cannot service members who do not have a valid email address.

2) Flexicar also requires a mobile phone number be provided for each Account Holder and Driver. This is required to access our cars as Drivers will receive a PIN code by SMS 15 minutes before the Booking start time. It may be periodically used for important customer service updates, accounts or notification of offers. It is advised that members always have a mobile phone whilst on a booking. Otherwise, Flexicar cannot guarantee car access and the best standard of service.

3) It is entirely the member's responsibility to keep all contact and payment details, particularly email, debit or credit card and mobile phone number 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.

### **23. Customer Service**

1) The Flexicar office and Member Care Centre is open 9am-5pm seven days a week. All queries can be dealt with at this time.

2) 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.

### **24. Termination of Membership**

1) Account Holders can request to terminate their Flexicar account at any time, although cancellations are generally processed at the end of each calendar month. The Account Holder must request the cancellation of their account from their Flexicar member area and if applicable return all Flexicards associated with the account to Flexicar.

2) Account Holders can terminate any Driver on their Flexicar account at any time. The Account Holder can manage their Drivers from their Flexicar member area including removing them from their account.

3) Flexicar may terminate an Account Holder and/or Driver's membership immediately if the Account Holder and/or Driver breaches any of these Terms and Conditions.

4) If Flexicar terminates a membership, it will not affect Flexicar's right to receive any monies owed to it by the Account Holder.

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5) Any monies owed to Flexicar at the time of termination of membership will become immediately due and payable. By accepting these Terms and Conditions, 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 as described in clause 15.

6) On breach of this Agreement, Flexicar may give an Account Holder's details to credit reference agencies, Customs & Excise, the Police, debt collectors, or any other relevant organisation.

7) Termination of membership by Flexicar will not affect its accrued rights under the conditions of this Agreement.

### **25. Refund Policy**

1) Memberships termination requests can be made at any time and will be generally be processed at the end of the calendar month in which they are received. No refunds on any membership fees or unused credits are provided however at point of cancellation.

2) 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.

3) If a member does not utilise 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.

### **26. Use of Hertz 24/7**

As a Flexicar member you can book Cars from our sister brand Hertz 24/7 outside of Victoria. You can book Hertz 24/7 Cars from the Flexicar member area and your usage of Hertz 24/7 Cars is governed by the Flexicar terms and conditions. When using Hertz 24/7 Cars the Flexicar terms and conditions prevail for any aspect including but not limited to pricing, damage cover and billing. The access mode for Hertz 24/7 cars differ and is detailed on [hertz247.com.au](http://hertz247.com.au). It is your responsibility to ensure you are aware of this access mode prior to using Hertz 24/7 cars.

### **27. Amendments**

By agreeing to these terms and conditions, you agree to be bound by them and to receive notice of any changes to the terms and conditions through the posting of notice of such changes on the Flexicar website. We reserve the right to make changes to the terms and conditions (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 terms and conditions as published on the Flexicar website at the time of your use of the service. After we have published any changes to the terms and conditions you will be bound by those amended terms and

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conditions 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.

### **28. Force Majeure**

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.

### **29. Severance**

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.

### **30. Governing Law and jurisdiction**

This Agreement and all matters arising from or connected with it are governed by and shall be construed in accordance with Victorian law. The courts of Victoria have non-exclusive jurisdiction to settle any dispute arising from or connected with these Terms and Conditions.

### **31. Assignment**

Flexicar has the right to assign or novated at its election its rights and obligations under these Terms & Conditions in favour of a third party.

The Account Holder is prohibited from assigning its rights under these Terms & Conditions without the written consent of Flexicar.

### **32. Schedule of Fees & Fines**

This following is the schedule of service fees, charges and penalties for the Flexicar service (excluding hire fees).

This schedule is not exhaustive and fees and fines may be changed from time to time.

#### **SERVICE FEES**

Phone booking/extension surcharge: \$5

Remote entry fee: \$5

Account dishonour fee: \$9

Card issue/replacement fee: \$9.99

Administration fee (transferring parking or traffic offence): \$25

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Booking cancellation (0-4 hrs before start): \$12.50

Booking cancellation after the start of the booking: 100% of booking value

### **FINES**

Smoking or pets in a Flexicar: \$100

Failure to leave key: \$50

Lost key: \$50 + cost of replacement key

Causing a flat battery: \$100

Low fuel (under 1/4 tank): \$50

Damage (Driver's Fault): \$50/day car is off road

Untidy car: \$50

Removing parking card or fuel card from car: \$50

Lost parking card or fuel card: \$50 + cost of replacement card

Late return, advised: \$50

Late return, unadvised: \$75 + \$20 per half hour the car is not returned

Leaving a car unlocked: \$100 (plus cost of any damage/loss occurring as a result)

Non-member driving Flexicar: \$100 (charged to account holder that made the booking)