

Your rental terms.

Everything you need to know about your Ace rental.

Ace is taking steps to improve its environmental footprint and is now replacing paper versions of these Rental Terms and Conditions with electronic versions. If you would prefer to receive a paper copy please ask for one at the counter at the time of collecting your vehicle or print a copy by going to www.acerentalcars.com.au/terms.

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Ace contact details

Reservations
www.acerentals.com.au

Roadside Assistance
 1800 996 010

Customer Relations
ausaceustrel@acerentals.com.au

Claims Management
aceclaims@hertz.com



Key facts about your rental

This summary aims to help you understand what is included or excluded in your rental and the options available to enhance your journey. Please ask our counter staff if you need further clarification.

Important information

Damage to Vehicle

You are responsible for any loss or damage to the vehicle (and related losses and fees) during the rental even if it is not your fault, subject to some exceptions. The maximum amount you must pay is the Loss Damage Liability (LDL) per incident. You can use some of the Optional Renter Protection Services to reduce or eliminate this liability. However, if the loss or damage is caused by a Prohibited Use of the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses. You cannot rely on any Optional Renter Protections Services you may have purchased to reduce this liability. See Damage and Loss on page 8 for details.

Prohibited Use

Prohibited Uses that may result in full liability include incurring overhead or undercarriage damage, driving on unsealed roads, failing to safeguard the vehicle (eg. leaving keys in vehicle) or allowing an unauthorised driver to drive the vehicle. See page 5 for full list of Prohibited Uses.

Optional Renter Protection Services

You may reduce or eliminate the LDL for this rental by purchasing Loss Damage Waiver (LDW), or Ace Plus. However, if there is a Prohibited Use of the vehicle, you cannot rely on any Optional Renter Protection Services to reduce or eliminate your liability. See Annexure 3 – Optional Renter Protection Services for details.

Personal Possessions in the Vehicle

Ace is not responsible for any loss or damage to you and your passenger's personal possessions in the vehicle, even in the event of an accident or theft of the vehicle.

Pick Up

You should check the vehicle for damage before driving away and record any variations on the Vehicle Condition Report in conjunction with an Ace Staff Member. You are invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and show an Ace representative.

Roadside Assistance

We provide basic roadside assistance with the vehicle. It will not cover you for assistance required for incidents that are your fault (e.g. running out of fuel, lost keys or locking keys in the vehicle). The Roadside Assistance number should be used in the event of either an accident or a breakdown

Return

You may incur additional charges if you return the vehicle at a different time or place agreed with us or if it is in an excessively dirty or smelly condition. Smoking in the vehicle is prohibited. If the vehicle is returned smelling of smoke an extra cleaning fee will be levied.

Out of Hours Return

If we agree to you returning outside location hours, please be aware you will be responsible for the vehicle until we regain possession of the vehicle when the location re-opens

Purchase of Insurance from Third Party

If you purchased excess waiver insurance or similar from a third party to cover your liability to Ace, you remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Contacts and remedies

You may check with our location staff at end of rental or contact Ace Customer Services during office hours (using the email on the back of this Rental Terms booklet) and our team will help resolve any issues.

See Annexure 5 (Contacts) of the Rental Terms for full details.

For full information, please read the Rental Terms in this booklet. You can also refer to our website www.acerentalcars.com.au for the Rental Terms and additional details about prices, products and location information.

Thank you for choosing to rent with Ace.

What is included in the rental rate

Kilometre

Your Rental Agreement may note that a per kilometre charge is applicable if a daily kilometre limit is exceeded, depending on the type of vehicle you rent or your pick up location. If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the additional distance covered.

Loss Damage Liability (LDL)

Collision damage waiver is included in the Rental Agreement. Consequently your liability for loss of or damage to the vehicle and third party damage is limited to the Loss Damage Liability (LDL) (as shown on the rental agreement) unless there is a Prohibited Use of the vehicle in which case you may be fully liable for any loss or damage.

Fuel

Your rental vehicle is provided with a full tank of fuel. Where the tank is not full, a credit for the extent to which the tank is not full is provided. You can either return the vehicle full or pay for us to refill the tank for you at the rate shown on your Rental Agreement.

What is not included in the rental rate

Ace Bundle Packages are available for purchase for an additional charge to reduce or eliminate liability to Ace for loss or damage to the vehicle (provided you do not use the vehicle for a Prohibited Use).

Ace Bundle Package includes:

Ace Basic

- Ace Liability Reduction

Ace Plus

- Ace Zero

Fees and Charges that may apply to your rental are found in Annexure 1 (Charges Explained).

We do not cover:

- **Parking and traffic fines**
- **Private parking charges**
- **Road tolls** (unless you have purchased Toll Cover)

If we receive notices for fines and parking charges during the rental period we will give the authorities your name, address and drivers licence details and also charge a Infringement Administration Processing Fee. Toll charges will be charged to you Directly by Ace (unless You have purchased Toll Cover), and we will also charge a Toll Administration Processing Fee. These charges will be applied to your Card.

Agreement

Your Rental Agreement is the document you sign when you pick up your vehicle (generally headed "Rental Agreement") which includes a summary of your rental agreement (e.g. length, optional services purchased and an estimate of charges to be paid). By signing the Rental Agreement, you indicated the details are correct as well as your acceptance of:

- the terms set out in the Rental Agreement;
- these Rental Terms including Annexures & Key Facts; and
- any Additional Terms provided,

(together, the Agreement).

Each Rental Agreement will display charges for a maximum number of days as noted on your Rental Agreement. If your reservation is for longer than this period, please ask the location for an extended estimate to understand the full rental charges applicable.

The Agreement is made with Hertz Australia Pty Ltd ABN 31 004 407 087 of L1 105 York Street, South Melbourne, VIC 3205, trading as Ace Rental Cars (Ace or we).

The Agreement is governed by the laws of Victoria Australia.

If any term is illegal or unenforceable, that term is severed from the Agreement and the remaining terms continue to apply.

Responsibility

Ours

- We are responsible to you for providing the vehicle in a safe and roadworthy condition and for replacing the vehicle in the event of breakdown, theft or accident (unless there is a Prohibited Use of the vehicle).
- You have rights against us under consumer protection laws relating to the vehicle and other goods or services we provide to you under the Agreement that we cannot exclude or limit (Consumer Law Liability).
- Except for Consumer Law Liability, we will not cover you for indirect or consequential loss, loss of profits or loss of opportunity.
- Without limiting our Consumer Law Liability, our total liability to you under the Agreement is capped at the amount paid by you to rent the vehicle.
- We are not responsible for statements made by travel agents or third party booking services.

Yours

- You must care for, use and return the vehicle in accordance with the Agreement and pay the amounts due. You confirm and agree all information provided by you including your contact details are true and correct.
- You must ensure that you hold a valid licence to operate the vehicle rented
- You must ensure that you comply with all applicable laws and regulations relating to the use of the vehicle

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

Disputes

We aim to resolve all complaints and disputes amicably, within 15 business days.

Further information regarding our disputes process contact:

Ace Customer Care Team

Monday–Friday 8:30am – 4:30pm

Email ausacecustrel@acerentals.com.au

Privacy

- When you rent with us, you consent to us collecting (including by in vehicle tracking through an In Vehicle Monitoring System), using and disclosing your personal information in accordance with our Privacy Policy.
- If we provide you with credit, our Credit Policy together with our Statement of Notifiable Matters, will also apply to our collection, use and disclosure of your credit and eligibility information (credit related information).

Please see Annexure 4 (Privacy & Credit Notice) for further information.

Longer term rentals

Where your rental is 30 days or longer you will be invoiced at the end of each 30 day period automatically or at any time agreed with Ace. Additional funds to cover the cost of your Rental Agreement will be collected for each 30 day period. Each Rental Agreement will only display rental charges in respect of a limited period as noted on the Rental Agreement. If your rental is longer than this period, the location is able to provide a detailed estimate for the full period upon request.

Termination of Rental Agreement

- We reserve the right to terminate your Agreement and take immediate possession by providing written or verbal notice if:
 - » you have not paid an invoice or any other request for payment (whether verbal or in writing) or your Card is declined or your bank reverses the charges made to your Card and you fail to pay the amount due within 24 hours of being notified by Hertz that the invoice is outstanding;
 - » we are required by the police or any other regulatory authority to take possession of the vehicle from you
 - » the vehicle is not returned by the agreed return date
 - » we reasonably believe you have materially breached, or are likely to materially breach, the Agreement; or we have reasonable grounds to believe there has been or likely to be a Prohibited Use.
- We may terminate your Agreement at any time on 30 days' notice.
- Any terms of the Agreement that are intended to apply after the termination of the Agreement, will survive including the terms in Damage and Loss on page 8.

Pick up

Charges

- You agree to pay Ace for all charges with a credit card or Visa/Mastercard debit card that is accepted by Ace or by cash at time of pick up and in addition authorise Ace to reserve a security bond to cover any other charges or liability that may arise during the rental period.
- Your Rental Agreement will show the amount prepaid to Ace and a security bond. You authorise Ace to charge your card for any amount owed to Ace up to 60 days after the vehicle has returned. If the Card is not in your name, you guarantee Ace has authority to charge the Card under the Agreement.

For a further explanation on the Rental Agreement charges, discuss with the location staff at time of pick-up or check online before travelling at www.acerentalcars.com.au/faq.

Vehicle Definitions

All references in these Rental Terms to:

The vehicle	means the vehicle described on the Rental Agreement that Ace supplies to you, and includes all vehicle parts, tyres, tools (supplied with the vehicle), and all other accessories or equipment in or fitted to the vehicle by the manufacturer or by Ace, such as keys, child restraint seats, GPS devices and In Vehicle Monitoring Systems;
VMS	means In Vehicle Monitoring System, may be fitted with a VMS which can be used to lock and unlock the vehicle and track and record the geographical location, distance and speed of the vehicle during the rental period. It can also be used to immobilise the vehicle in the event of non payment or if we have reasonable grounds to suspect the vehicle is being used for a Prohibited Use. You agree that we can track and record your location and your use of the vehicle using the VMS, which may include your personal information. Refer to Annexure 4 (Privacy & Credit Notice).
Condition	It is your responsibility to check the vehicle condition at the start of the rental period and on return. Pre-existing damage will be noted on our Vehicle Condition Report on your Rental Agreement.
Care	You are responsible for looking after the vehicle and reducing risk of the breakdown and damage by ensuring there is not a Prohibited Use of the vehicle (defined below). You must also make sure you use the correct fuel and check the tyre pressures, oil and other fluids are maintained at the specified level, refilling as necessary.
Maintenance	In the case of a long term rental (being a rental over 30 days), if the rental period spans the normal maintenance period (being the next service noted on a sticker inside the windscreen, a service indicator illuminating on the dashboard or after 10,000km – whichever comes first) You must return the Vehicle to the nearest Hertz location to arrange for the vehicle to be serviced or exchanged
Fuel	<p>We will supply your vehicle with a full tank of fuel. Where the tank is not full, we will provide you with a credit for the missing fuel. You will need to return the vehicle with a full tank or pay for the additional fuel required to fill the tank on return at the price indicated on the Rental Agreement.</p> <p>The following options for fuel are provided:</p> <ul style="list-style-type: none">• Purchase a full tank at the start<ul style="list-style-type: none">» Often referred to as Fuel Purchase Option (FPO).» You will not need to refill the tank before returning and will have nothing more to pay for fuel.» This is a good option for high kilometre journeys where you are likely to use a full tank.• Return with a full tank<ul style="list-style-type: none">» Return the vehicle with a full tank of fuel purchased from a local fuel station.» This is a good option for low kilometre journeys.• or without refuelling<ul style="list-style-type: none">» No time to refuel and you did not take FPO.» We charge you a price per litre to refill the tank, in addition to a Refuelling Service Fee for our service of re-fuelling for you. These prices are indicated on your Rental Agreement.
Child Seats	It is your responsibility to ensure appropriate child seats have been fitted for children travelling in the vehicle. Ace is not responsible for any fines, injury, death or other losses caused by not having child seats fitted in the vehicle or by children not being restrained in the supplied child seats.

 **Important**

If you are renting a vehicle in Tasmania, you may be requested by government authorities to present a Tasmania Transport Commission accreditation certificate. Ace is an accredited Hire & Drive Passenger Service issued by the Transport Commission of Tasmania and we display our certificate in all operational locations and provide an online link for our rental customers to access online at www.acerentalcars.com.au/ttaccreditation.

 **Important**

You are responsible for returning the vehicle in the same condition as it was in when we provided it to you, subject to fair wear and tear. Our fair wear and tear guide can be found online at www.acerentalcars.com.au/fwt. Please see the Damage and Loss section on page 8 to understand your responsibility for damage and loss to the vehicle and Annexure 2 (Damage Policy) on page 14 to understand how we will process damage caused during your rental.

 **Important**

Fuel gauges may still indicate "full" many kilometres after it was last re-filled. We ask you refill the vehicle within 15 km of the return location and bring your fuel receipt with you on your return. We ask you to present a copy of the fuel receipt to an Ace employee or leave a copy in the Vehicle. If you do not do so, we reserve the right to apply a small charge – please ask at the counter for details

 **Important**

You must comply with mandated seat belt and child seat restraint laws applicable in Australia. Fines may be imposed by police on any occupant not wearing a seat belt or who has not fitted or properly adjusted a child seat restraint for a child.

You are responsible for the child seat in the vehicle.

Never leave your child unattended in the vehicle.

 **Important**

Vehicle Cleanliness

You may incur an additional Cleaning Fee or Cleaning Administration Fee if the vehicle is returned in an excessively dirty condition or with excessive odour including but not limited to:

- the smell of tobacco from smoking in the vehicle;
- dirtiness or smell caused by having animal in the vehicle excluding registered service animals; or
- excessive dirt or mud on the
- exterior of the vehicle

Prohibited Uses

If there is a Prohibited Use of the Vehicle, we may terminate the Agreement and take back the vehicle at any time at your expense. If the Prohibited Use has caused, or contributed to, loss or damage to the vehicle, you are liable for that loss or damage up to the full value of the vehicle and related losses and fees including third party losses as explained in the 'Damage and Loss' section on page 8

Prohibited Uses of a vehicle are:

- you or your passengers acted recklessly or with deliberate intent to cause loss or damage to the vehicle;
- the vehicle is damaged in the following ways:
- the driver caused the vehicle to roll, tip or fall over and this has caused damage to the side and/or roof area of the vehicle
- the driver caused undercarriage damage to the vehicle;
- a person sits or stands on the roof of the vehicle;
- the driver causes damage above the windscreen line to the front, rear or side of the vehicle including but not limited to damage caused by striking overhead or overhanging objects (such as trees and bridges or entering carparks with insufficient clearance) or securing luggage, skis or other items to the vehicle's roof causing damage,
 - » the driver drove the vehicle with a flat tyre, ignored a warning light, put the wrong fuel in the vehicle or lost the keys.
- driving the vehicle while under the influence of any drug, substance or intoxicating liquor to the extent that driver's ability to control the vehicle is impaired or where the driver's blood level of any drug or alcohol is over the applicable State or Territory legal limit. If a person refuses or fails to provide a breath, blood or other sample when lawfully required to do so by police or as required by law, the driver is deemed to be over the legal limit;
- fitting of objects to the interior or exterior of the vehicle not authorised by Ace;
- failing to take reasonable precautions to safeguard the vehicle such as leaving windows open or keys in vehicle, or failing to use the anti-theft system (if provided);
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in loss of a drivers' licence in the applicable State or Territory);
- the use of the vehicle by a person who was not authorised by Ace as the main or additional driver or did not meet the driver requirements in the Agreement;
- the vehicle is used on a racetrack or for racing or undertaking reliability trials, rallies or other contests;
- the vehicle is sub-rented, transferred or sold;
- the vehicle is used to carry passengers (e.g. as a taxi or car sharing arrangement) unless Ace consents in writing, or to carry cargo, for hire, reward or remuneration;
- the vehicle is used for hauling any goods incorrectly or inappropriately loaded or for the haulage of which the vehicle was not designed (including any hazardous materials, such as any gases or substances which may form explosive mixtures); or
- the vehicle is used for towing a trailer or any other vehicle, unless the vehicle has a towbar fitted by Ace, in which case you have permission from Ace to tow a trailer provided the weight and dimensions of the item being towed do not exceed the specified capacity of the vehicle (refer to the vehicle capacity guide in the following link www.acerentalcars.com.au/vehiclegcapacity).

- the vehicle is overloaded with passengers and/or baggage;
- the vehicle is driven on a beach or through a flooded road or otherwise through a body of water (including but not limited to a pothole, ditch or riverbed), or natural disaster which could be avoided including fire, storm or cyclone;
- the vehicle is driven in restricted areas, including airport service roads and associated areas, or on a road notified to you as prohibited by Ace or off-road (eg on fire trails, tracks, fields or paddocks) (unless specified in writing by Ace);
- the vehicle is used for committing an illegal or unlawful act (other than a traffic offence which does not automatically result in the loss of a drivers' licence in the applicable State or Territory);
- the vehicle is used in a manner that, in Ace's reasonable opinion, brings Ace into disrepute or publicly associates Ace with any particular political, religious, promotional or activist position;
- the vehicle is driven in any of the following areas:
 - » on unsealed roads (except for roads under repair, access roads to recognised camping or accommodation grounds, details can be found at www.acerentalcars.com.au/chargesexplained or unless specified in writing by Ace);
 - » in the Simpson Desert, on the Strzelecki Track and the Birdsville Track;
 - » in Western Australia on the Tanami Track, Gunbarrel Hwy, Gibb River Road and the Bungle Bungles;
 - » in Northern Territory on the Oodnadatta Track, the Plenty Highway, Finke Road (between Alice Springs and Oodnadatta);
 - » in Queensland on Bourke Development Road from Chillagoe to Normanton, Cape York during the months from December to May inclusive, Savannah Way from Normanton to Borroloola and the Bloomfield Track;
 - » any other such location or region reasonably specified by Ace to you as an area or region which is prohibited.
 - » in Western Australia on the Canning Stock Route, the Old Gunbarrel Hwy or on the Kalumburu track including but not limited to Mitchell Falls National Park;;
 - » in Northern Territory at the Lost City in Litchfield Park, Central Arnhem Road and Arnhem Land in general, or during the dedicated wet season;
 - » in Queensland on the Old Telegraph Track section of the road to Cape York, Boggy Hole (Finke Gorge National Park), the Old South Road from Maryvale to Finke and Fraser Island at any time; and
 - » in alpine regions without the permission of Ace

Important

If the vehicle is used for a Prohibited Use:

- » you are responsible for any damage or losses up to the full value of the vehicle and other fees, related losses and expenses including towing and 3rd party damage as explained in the 'Damage and Loss' section on page 8.
- » your liability is not limited to the Loss Damage Liability (LDL);
- » you lose the benefit of any Optional Renter Protection Services you have purchased; and
- » we may terminate the Agreement and take back the vehicle at any time at your expense

Important

Snow Regions

- There are special restrictions that apply when driving a Hertz vehicle in an alpine region. If these restrictions are not complied with You may be responsible for any and all damage arising from the use of the vehicle in an alpine region and cover purchased will not be applicable. If you are planning to travel to the snow please check with your Hertz location that the vehicle is fit for purpose and whether snow chains are required.
- You must ensure that they comply with any legal requirements relating to fitment of snow chains and that they fit snow chains correctly. Failure to do so will be considered a prohibited use and You will be fully liable for any resulting damage. Renters must at all times ensure plastic hub caps are removed prior to fitting snow chains. Snow chains must be tightened after 50m to avoid damage to the rims and to put the hub caps back on the vehicle when the chains are removed.

Important

Sensors

Drivers are responsible for damage to the vehicle (subject to these terms and conditions). In the event that the sensors are not active or are malfunctioning the driver is not alleviated from responsibility for the damage

Drivers

- As the renter You may allow other persons to drive the vehicle provided you check the person meets the age and licence requirements specified, and they are either a member of your immediate family permanently living with you or otherwise approved in writing by Ace.
- If a driver does not meet the requirements, they must be added as an additional driver and show us their licence. An Additional Driver Fee is payable.
- Any person driving the vehicle must be 18 years of age or over (unless approved in writing by Ace) and must hold and present a current drivers licence that:
 - » is in English or, if not in English, is accompanied by a certified English translation;
 - » is valid for driving the vehicle;
 - » is not a learner's permit; and
 - » satisfies any other conditions on the Rental Agreement or in any Additional Terms.

Foreign and Interstate Licences

If you are currently living in Victoria you are only permitted to drive on an overseas or interstate licence for a period of 6 months (from first arriving in Victoria). After 6 months you are only permitted to drive on a Victorian licence. It is your responsibility to ensure that you hold the correct licence.

First Time Renters

If you are a first time renter paying with a debit or credit card, live within 100kms of the city in which the vehicle is being collected and your booking is not associated with a corporate account or insurance replacement rental, additional identification and payment requirements will apply to your rental. In such cases, renters will be required to provide a debit/credit card in the name of the renter and also current proof of address. Renters will also be charged a bond of either \$500 (passenger and commercial vehicles) or \$1,000 (prestige and adrenalin vehicles).

In order to establish the renters address the renter must provide proof by way of proof of address documentation (refer below) which must be dated within 3 months of the rental. In the event that the Drivers Licence address is not current, the Renter must provide two (2) proof of address documents with one being a utility bill or property lease agreement.

Proof of Address Documentation:

- Property Lease Agreement
- Utility Bill
- Telephone Account
- Letter of Employment
- Official Government Paperwork

Vehicle Monitoring System (IVMS)

Our vehicles may be fitted with an VMS which can be used to open and close the vehicle and tracks and records the geographical location, distance and speed of the vehicle during the rental period. It can also be used to immobilise the vehicle in the event of non payment or if we have reasonable grounds to suspect the vehicle is being used for a Prohibited Use. You agree that we can track and record your location and your use of the vehicle using the VMS, which may include your personal information. Refer to Annexure 5 (Privacy & Credit Notice).



During your rental

Fines, Tolls and Other Charges

- You are responsible for all fines, private parking charges, road tolls and other similar charges incurred during the rental. We work with authorities for them to pass on notices of fines and parking charges to you, and we will also charge you a Infringement Administration Processing Fee. If you incur toll charges during the rental, we on charge those tolls plus a Toll Administration Processing Fee (unless you have purchased Toll Cover). These charges are processed on your Card provided at the time of rental.
- You may purchase Toll Cover to pre-pay a flat daily rate for your toll charges incurred during your rental. For details, see Annexure 3 (Optional Renter Protection Services).

Important

In addition to any fine, parking charge or toll you incur, we may also apply a Processing Fee (being either an Infringement Administration Processing Fee or Toll Administration Fee) to cover the time and costs we incur in dealing with these matters. Please refer to Annexure 1 (Charges Explained).

Breakdown

Assistance

If you experience any problem with the vehicle due to mechanical failure you agree to stop driving (as soon as practicable), park the vehicle and call our roadside assistance (see back of rental booklet) and they will arrange help. You must not re-commence driving the vehicle unless directed to do so by the roadside assistance service. You must not move the Vehicle unless this is necessary to prevent further damage to the Vehicle or damage to other property or vehicles.

Cost

We provide complimentary roadside assistance for vehicle problems that were not your fault. If the problem was your fault (e.g. running out of fuel, losing the keys or locking keys in the vehicle), you are responsible for the cost of providing roadside assistance and any parts provided. You must not allow anyone to service or repair the vehicle without our permission.

Accidents

If you have an accident or if the vehicle is stolen you agree to co-operate with us and/or our insurers in any investigation or subsequent legal proceedings. You must take the following steps:

Notification

You must inform Ace in the event of any accident irrespective of whether it results in the vehicle being damaged or lost, or in the event of theft. You must report the accident to Ace as soon as practicable and in any event within 24 hours. In the event that you fail to notify Ace within 24 hours and Ace incurs additional costs as a result of the failure to inform then you may be charged for any additional costs reasonably incurred by Ace. Report the accident to the police as soon as you can if anyone has been injured or any property has been damaged.

Vehicle Incident Report (VIR)

Complete the VIR providing details of your accident or theft including any third party information even if no damage to the vehicle. The VIR must be completed and signed by you and provided to a member of staff when you return. Alternatively the VIR can be found online at www.acerentalcars.com.au/vir.

Do Not Admit Fault

If you have an accident involving another vehicle, you must obtain the other driver's name, address, telephone number, insurance company details, drivers licence number, vehicle registration, vehicle make/ model and a copy of the police report if one was created.

Further details regarding accidents are in Annexure 2 (Damage Policy).

Important

- You must provide all information related to the accident within 48 hours of any requests made by Ace or our insurers.
- You consent to and authorise Ace or our insurers to obtain copies of police witness statements or reports made in relation to the accident or for any police charges against you.
- Ace may exercise reasonable discretion to terminate your rental and not provide a replacement if the accident or theft was caused by a Prohibited Use. For the full list of Prohibited Uses, see page 5.

Damage and Loss

Responsibility

If the vehicle is lost, stolen, abandoned or damaged during the rental, you are responsible for each incident even when it is not your fault (e.g. other driver's fault). This liability applies except to the extent:

- the damage constitutes fair, wear and tear in line with the Definition of Damage Flyer provided at the start of your rental or found online at www.acerentalcars.com.au/damageflyer;
- the loss or damage is directly due to our negligence or wilful default including our failure to properly maintain the vehicle; or
- the damage or loss was caused by a third party and you comply with your obligations specified under Accidents on page 8 so we have sufficient details about the third party and/or their insurer. We may charge you the estimated damages or your applicable liability (whichever is less) per incident and once the loss or damage is recovered, we will refund you any difference owed; or
- the damages comprise of personal injuries covered by compulsory third party insurance or a statutory transport accident compensation scheme.

Consequence of using Vehicle for a Prohibited Use

- If the vehicle is used for a Prohibited Use and this caused, or contributed to, loss or damage to the vehicle, you are liable to us for that loss or damage to the vehicle up to the full value of the vehicle (and related losses and fees). You are also liable for the Incident Damages referred to above.
- Your liability to us is not limited to the LDL, Ace Plus, and Ace Liability Reduction will not apply to eliminate or reduce this liability.

- You are responsible for any third party property damage or loss arising from Prohibited Use and you must indemnify us for any claim made against Ace for that damage or loss. Your liability for personal injuries resulting from the Prohibited Use of the vehicle is covered by the statutory schemes for transport accident compensation in each State or Territory, subject to the conditions and limitations of those schemes. Hertz may charge any third party property damage or loss arising from a Prohibited Use to your Card provided at the time of rental.
- If the vehicle is used for a Prohibited Use, we may terminate the Agreement and take the vehicle back at any time at your expense.

Important

- If the vehicle is lost, stolen or damaged, for each incident you are responsible for:
- the loss or damage to the vehicle;
- External Damage Assessment Fee;
- Ace Claims Management Fee;
- any towing and storage charges;
- loss of rental income; and

other losses or expenses related to the incident; up to the Loss Damage Liability (LDL) amount per incident.

Calculating and Charging for Damage

The process set out below for calculating and charging for damage only applies if you did not purchase AER or Ace Plus.

Vehicles which are lost, stolen or involved in an incident with a third party

- If the vehicle is lost, stolen or damaged or a 3rd party is involved in the incident, Hertz will charge your Card (as defined in Annexure 1 (Charges Explained)) at the LDL level indicated on the Rental Agreement, while investigating the incident and assessing the amount of the Incident Damages. After the investigation and damage assessment concludes, Hertz will do one of the following:
 - » if Hertz finds that you were not liable for the incident and Hertz is able to recover the full amount from the third party then the amount charged on your Card will be refunded; or
 - » if Hertz finds that you are liable and:
 - the LDL amount charged on your Card was more than the amount of the Incident Damages, Hertz will refund you the difference; or
 - if the amount of the Incident Damages was more than the LDL amount charged on your Card, no further charges will be levied.

Vehicles which are damaged and do not involve a third party

- If the Vehicle is damaged and no third party is involved in the incident, Hertz will notify you (where a valid email address is provided) that a damage incident has been recorded and will commence a damage assessment. After the damage assessment concludes, Hertz will do one of the following:
 - » if the assessment determines that you were responsible for the damage then Hertz will charge your Card (as defined in Annexure 1 (Charges Explained)) with prior notification (where you have provided a valid email address). The amount charged will be the amount Hertz has assessed as being the Incident Damages up to the LDL amount stated on your rental agreement.

If there has been a breach of a Prohibited Use which has led to loss or damage then you will be liable for all costs and damages associated with the incident. This is the position even if AER or Ace Plus has been purchased.

Security

You are responsible for securing the vehicle including accessories and should minimise risk of theft or vandalism by parking in a safe place. Always remove valuable items from sight making sure the vehicle is locked. You must also comply with our return instructions.

Purchase of Insurance from Third Party

If you purchased excess waiver insurance or similar from a third party to cover your liability to Ace, you remain liable for payment to us irrespective of whether you obtain reimbursement from your insurer.

Personal Possessions

You are responsible for loss or damage to personal possessions in the vehicle even when not your fault. Your liability will not be limited to the LDL. Loss or damage to personal possessions is not covered by Ace Plus or AER.

Return

Return Procedure

Requirements

You must return the vehicle to the return location by the date and time specified on your Rental Agreement, or as otherwise agreed with us, or additional charges may apply.

Outside Operating Hours

You may return the vehicle outside an Ace location's opening hours with our prior agreement, in which case you must:

- Parking: lock the vehicle and park in a car park organised by Ace;
- Information: complete the Return Details on the back of this Rental Terms booklet and leave in the vehicle with any other applicable documents (such as a Vehicle Incident Report Form or Fuel Receipt);
- Keys: do not hand keys to anybody when you park the vehicle, even if they appear to be our employee, unless advised by Ace location staff when you collected the vehicle; and
- Lost Property: ensure you remove all belongings when you return the vehicle to Ace. We are not liable for property left in the vehicle when returned to Ace. If property is found in the vehicle after you leave, we will take reasonable steps to return lost property to you. You may be charged the cost of postage or courier plus a reasonable processing fee.
- Responsibility: You remain responsible for the vehicle, including damage, until we regain possession of the vehicle. Ace will inspect the vehicle within 4 hours of return or of the location opening if the vehicle is returned out of hours.

Variations

Change to Time or Location

To change the return time or location, you must call us at the number provided on the Rental Agreement. Any amendment to the agreed return arrangement is at our discretion and may involve additional charges such as a One Way Fee.

Wrong Location

If the vehicle is returned to another location without Ace's approval, you may be charged the One Way Fee.

Notification

We check the vehicle on your return and apply any additional charges that may arise from your use of the vehicle, such as for fuel. We will provide you a revised invoice on return of the vehicle if the amount owing is different to the charges provided time of pick up.

Some charges can't be finally determined on return such as fines or tolls use, or damage costs related to the vehicle. We may recover additional charges by charging your Card within 60 days after the rental period. We will provide notice of these charges by email on request. If these charges are not paid (e.g. credit card is rejected or invoice is not paid) for 7 days, you agree this will be an application by you for credit.

If you do not pay amounts due to Ace under your Rental Agreement (including any credit provided to you) in accordance with this Rental Agreement, you must pay interest calculated at the rate set out in Annexure 1 (Charges Explained).

Key Information

Note

Your rental charges are calculated in 24 hour periods from the time shown on the Rental Agreement. You are allowed a 'grace period' of 59 minutes at no extra charge. If you return the vehicle later you will enter a new 24 hour period and be charged for that and every successive 24 hour period you enter at a current, standard rate

Repossession of the Vehicle

- If you fail to return the vehicle to Ace when required under the Rental Agreement (other than due to theft or an accident), and you fail to comply with a demand by Ace to you to return the vehicle,
 - » May take steps to recover and repossess the vehicle. You authorise and make all reasonable efforts to obtain the right for Ace to enter any premises in order to recover or repossess the vehicle; and/or
 - » May deem the vehicle stolen and report it stolen. Ace may then de-register the vehicle and you will be responsible for any & all loss (including third party personal and property damage associated with the vehicle).
- You will be responsible for rental charges loss or damage to the vehicle (up to the full value of the vehicle), the Ace Claims Management Fee, External Damage Assessment Fee, any towing and storage charges, loss of rental income, any repossession charges incurred to recover the vehicle and other losses or expenses related to the incident.
- This liability to Ace is not limited to the LDL, and the reduced and nil liabilities under Ace Bundles, LDW and Ace Zero will not apply to reduce or eliminate this liability.

Responsibility for Losses

Without limiting Ace's rights to loss or damage under other clauses, if you breach the Rental Terms and such breach causes, or contributes to, loss suffered by Ace or a third party then we may recover these losses from you. This does not include any losses to the extent caused, or contributed to, by Ace.

"Losses" includes but is not limited to rental charges, fines, liabilities, costs and expenses (including reasonable legal expenses), third party claims, repair or replacement costs, towing and salvage costs, loss of ability to rehire, generate revenue or economic loss.

Annexure 1 – Charges explained

Providing Credit

- We may provide you with credit under the Agreement by deferring payment of your rental charges for 7 days or more. If we do, we fall within the definition of a 'credit provider' under the Australian Privacy Act 1988, and the Credit Reporting Code registered under that Act. Depending on who you are and the purpose of your rental arrangement, we may provide you with commercial or consumer credit.
- If you do not pay the full balance of rental charges due on your return of the vehicle (for example, because we cannot process the payment on your credit card) you agree this constitutes an application by you for credit because the payment of this balance is deferred by us for at least 7 days. We will notify you of the amount of credit and when payment is due. You agree that on the due date we may process the payment of the full amount on your card.

Interest

Where interest is payable on any outstanding rental charges or other amounts due under the Agreement, this interest will be calculated daily from the next day after the due date up to and including the date of payment at the rate of 4%.

Charges

Your Rental Agreement provides an estimate of the charges applicable to your rental for maximum number of days as noted on your Rental Agreement. These charges may typically include the following:

Compulsory

Rental Rate	The daily rental charge noted on the Rental Agreement for each rental day. The extra hours rate shown on the Rental Agreement is charged for each full or partial hour in excess of a full Rental Day until the amount reaches the cap on the daily rental charge.
Kilometre Rate	If a limit on distance applies, the daily kilometre allowance will be shown on your Rental Agreement. If you exceed this daily allowance, a charge may apply for the distance covered.
Location Fee	Additional fee at certain locations (e.g. airports and downtown locations). This fee varies from location to location and can be a flat fee as shown on the Rental Agreement or is levied as a percentage of charges, fees and other amounts you pay to Ace which at some locations may include amounts you pay for damage to the vehicle. The amount that applies at each location is specified on our website www.acerentalcars.com.au .
Young Renter	If you or any additional driver is between 18-21 years. You will be advised of the surcharge at the time of reservation, or rental.

Optional

Additional Driver	A standard fee for each additional driver added to your rental, advised at the time of reservation.
One Way Fee	May apply if you return the vehicle to a location different from the start location. You will be advised at the time of reservation if you are permitted to return the vehicle to a different location and if so, any applicable fee.
Delivery and Collection Fees	May apply if you request that your vehicle is delivered to or collected from a location other than our rental location. You will be advised of the charge at the time of the request.
Optional Renter Protection Services	The Rental Agreement will show if our Optional Renter Protection Services have been accepted or declined by you or are otherwise included in your rate. We also show the Loss Damage Liability (LDL) applicable to your rental (which depends on whether you have purchased Ace Plus, or have LDW coverage selected) and the full charge for the rental period, inclusive of GST.
Optional Equipment	The Rental Agreement lists any optional equipment you have selected, such as baby/child seats, and NeverLost (GPS), showing the full charge for the rental period.
Fuel Purchase Option (FPO)	You have the option of paying for a full tank upfront at a rate per litre advised to you at the time of reservation (although no refunds are given for any unused fuel).
Card Surcharge	A percentage rate noted on the Rental Agreement of any amount charged to a Card.

Total

Estimated Rental Charges	Your total estimated charges lists the rental rate, discounts and applicable kilometre charges at the start of the rental excluding GST. Charges are 'estimated' because they exclude any potential fuel or other charges you may incur through your use of the vehicle during your rental.
Subtotal	Your subtotal before any applicable fees are applied.
Total Estimated Rental Charges	Total of all estimated charges including GST.

Potential additional fees

You may incur additional fees as a result of your use of the vehicle or other incidents that occur during the rental (aside from your liability for damage or loss to the vehicle). These include the following:

Fuel

Refuelling Price	If you don't fill up the vehicle on return and haven't opted for FPO or Half Tank of Fuel, we will charge you a price per litre to fill the tank. The refuelling price is specified on the Rental Agreement.
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Vehicle Condition

Ace Claims Management Fee	Charge to cover our costs for dealing with damage.
External Damage Assessment Fee	Damage assessment fee charged to Ace by an external damage assessor.
Cleaning Fee	A charge imposed in respect of an excessively dirty vehicle which requires cleaning beyond Ace's standard cleaning practice.
Cleaning Administration Fee	A fixed charge to recover our costs if cleaning is performed by third party or specialised cleaners.

Vehicle Use

Infringement Administration Processing Fee	The amount payable for administrative functions Ace undertakes including the payment of, or handling of any claim for, any charges and penalties, such as processing of traffic & parking fines, speeding and traffic infringements.
Toll Administration Processing Fee	The amount payable for administrative functions Ace undertakes including the payment of, or handling of any claim for charges and penalties related to the use of toll road. Such as toll way use (where Toll Cover is not purchased).
Towing	Included in the LDL unless the driver has engaged in a Prohibited Use or is otherwise at fault
Breakdown or Roadside Assistance	If the driver is at fault this charge covers the cost of providing breakdown or roadside assistance.

Early/Late Return/Cancellation

Early Return Fee

May apply if you committed to a rental term, then returned the vehicle early. You will only pay for days used, but we reserve the right to make this charge to compensate us in part for our inability to rent your vehicle during the remaining time reserved for your use.

Additional Rental Days

You may be charged an extra day's rental at the then current rates for each 24 hour period entered into following the return time at then current rental rates, although you are allowed a 'grace period' of:

- 0 to 59 minutes late: no charge
- 60 minutes to one day late: daily rental charge for that vehicle

Daily rental charge for that vehicle for each additional day (or any part thereof) vehicle is returned late.

Cancellation Fee

May apply if you prepaid your rental charges, committed to a rental terms and then cancelled the booking prior to the original pick up.

Please ask at the counter for details or check online at www.acerentalcars.com.au/chargesexplained.

Annexure 2 – Damage Policy

Your responsibility for damage is set out in the Damage and Loss section of the Rental Terms. This policy covers how we assess and charge for damage and how we deal with any disputes.

Checking the Vehicle at Pick Up

We provide a summary of any damage on the Vehicle Condition Report (VCR) found on the Rental Agreement at the start of your rental. You must check the condition of the vehicle when you collect it and if there is any discrepancy approach an Ace representative and request the Vehicle Condition Report be amended. In poor weather conditions or bad light, you can take a photograph within 60 minutes of leaving the rental location and advise Ace. You are also invited to take a time stamped photograph of the relevant pre-existing damage before leaving the rental location and on return of the vehicle and show an Ace representative on return.

We will inspect the vehicle on your return and provide a Vehicle Incident Report (VIR) to record any new damage, which will not include any fair wear and tear.

At time of return you should allow time to complete the inspection of the vehicle with our staff and agree any damage. If you don't have time or you return the vehicle when the location is closed, we will inspect the vehicle within 4 hours of return or the location opening. If you took a photo of the vehicle at pick up within 60 minutes of leaving the location due to poor weather or bad light, show an Ace representative.

Damage Assessment and Charging

There are three common scenarios:

i. Damage – agreed on return

For damage agreed with you on return, we will take the relevant photos, create a Vehicle Incident Report (VIR) and organise an assessment through a third party.

ii. Damage – not agreed because you are not present

If you are not present on return, we inspect the vehicle within 4 hours of return or location opening and take the relevant photos of the vehicle, create a Vehicle Incident Report (VIR) and organise an assessment through a third party.

iii. Significant Damage

If the damage is significant we will create a Vehicle Incident Report (VIR), refer it to our damage assessors for evaluation and organise a cost assessment.

Key Information

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. Review the Definition of Damage Flyer found online at www.acerentalcars.com.au/damageflyer or provided at the start of your rental.

Key Information

Damage

We aim to deal with a damage assessment in a quick and practical way by using a 3rd party repair assessment system. The damage assessment will ensure that you are accurately charged the relevant damage cost assessment. Although we may charge you an estimated amount or the applicable liability (whichever is less), we will reimburse you if the amount of the damage cost assessment is less than this.

Notification and Evidence of Damage

We provide you the following documents in respect of damage:

- i. a system generated letter detailing the damage to the vehicle;
- ii. photos of the damage to the vehicle;
- iii. the Rental Agreement listing the date, time and return location and any pre-existing damage;
- iv. the final tax invoice/statement of charges that includes the amount charged for damage to the vehicle and other fees and losses related to the damage;
- v. the Vehicle Incident Report (VIR); and
- vi. a damage cost assessment from a repair body shop and/or the invoice for the repairs

Charging for damage and other items

We will charge your Card with the amount set out in the final tax invoice that we send to you within 60 days of the date you returned the vehicle. If we charge your Card with an estimated amount or the applicable liability, and the amount of final invoice is less than the amount charged, we will reimburse you for the difference.

Calculation of loss of rental income

Loss of rental income will be calculated by multiplying the number of days the vehicle is unavailable to rent due to repairs or replacement by 70% of the then current daily rate of rental of that vehicle.

Damage Disputes

Damage claims are unique and resolution time frames for each claim varies as we are required to liaise with outside parties and arrange for the repair of vehicles. We will respond to you within 15 business days with an update to your claim.

If you wish to dispute our assessment of damage, please contact the Ace Claims Management Team on:

AU Freecall 1800 550 028

NZ Freecall 0800 713 713

Email aceclaims@hertz.com

Key Information

Additional References

Additional References

If the vehicle has been damaged during your rental, the following pages of this document can be referenced for clarity:

- Prohibited Uses refer to page 5
- Damage & Loss refer to page 8
- Accidents refer to page 8

Annexure 3 – Minimum Cover and Dollar Cover Options

We provide Optional Renter Protection Services to cover the main risks associated with driving the vehicle. These may be included in your rate or available as optional extra products. Key benefits, limitations and exclusions for these products are summarised below.

Collision Damage Waiver (CDW) is included in your rental rate and reduces your liability to us for loss or damage to the vehicle to the amount of the applicable Loss Damage Liability (LDL or liability) (stated on your Rental Agreement) which applies to each incident of damage or loss caused except in the event of loss or damage for a Prohibited Use.

Examples of damage covered by LDL include:

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

Optional Renter Protection Services

The purchase of Ace Plus and Ace Liability Reduction may reduce your liability for loss or damage to the vehicle.

ACE PLUS and LDW offered by Ace are not insurance policies and do not provide protection in the event of loss or damage arising from a Prohibited Use. Excludes infringements including traffic and parking fines, and private parking charges which are on-charged to your Card, and Fuel.

Ace offers Ace Plus and Ace Basic packages incorporating reduced liability for loss or damage to the vehicles and additional services.

Ace Bundle Packages

- Ace Basic
- Ace Liability Reduction
- Ace Plus
- Ace Zero

Ace PLUS & AER

Your liability to Ace for loss of or damage to the vehicle

ACE PLUS

ACE PLUS is an optional product offered and provides peace of mind for your rental by:

Eliminating your potential liability to us to pay up to the LDL for loss of or damage to the vehicle during your rental.

Waiving the fee for

Loss Damage Waiver (LDW)

AER is an optional product available at selected locations, which reduces your liability to us in the event of loss of or damage to the vehicle (and other Incident Damages described in Annexure 2) from the LDL to the reduced amount specified on the Rental Agreement.

Toll Cover

Pre-pay a flat daily fee to cover unlimited toll charges as advised at the time of reservation.

Annexure 4 – Privacy & Credit Notice

When you rent a vehicle, we need to collect, store, use and disclose personal information about you to provide the services you request and for related purposes described below. You agree you and your authorised drivers have read and understand we process personal information in accordance with our Privacy Policy available online at www.acerentalcars.com.au/privacypolicy.

Our Credit Policy explains how we manage credit related information (credit and eligibility information) collected and held. Our Statement of Notifiable Matters explains disclosures taken in relation to your credit information and certain rights you have. These are available online at www.acerentalcars.com.au/creditpolicy and www.acerentalcars.com.au/sonm. If you do not provide us with personal information we request, this may impact on the services we can provide.

How we collect our personal information

We collect personal information from or about you when you request our services to rent a vehicle, when you pick up and use a vehicle (if the vehicle has an In Vehicle Monitoring System), when you provide your payment details, if the vehicle is in an accident or reported lost or stolen, when you return the vehicle and when you incur charges.

We may take photographs of the vehicle when you pick up and return, and may operate CCTV cameras at our locations which may include images of you, authorised drivers and passengers. We may also take a photo of your person and a photo or photocopy of your drivers licence to confirm the information provided.

Uses and disclosures of personal information

We use personal information for our legitimate interests and operations in connection with providing vehicle rental and related services including damage monitoring and reporting, responding to accidents and other incidents involving the vehicle, processing payments and charges, debt recovery, fraud prevention, insurance claims and credit management.

We may need to disclose your personal information to our insurers, our service providers (including online), to authorities who collect toll charges, fines and other road related charges, to the police on their request, to credit reporting bodies to list commercial credit defaults on their commercial database and to our debt collection agencies and to other parties involved in an accident with the Vehicle during the rental period or your credit card provider in the event you default on the payment of any monies owing to Ace.

Vehicle

If you use a CDP number (price discount) linked to a company, you agree we may share your personal information with that company in relation to your rental.

Overseas disclosures

We may disclose your personal information to third parties who are located overseas, including Ace related companies, insurance companies and our service providers such as the Hertz Corporation in the United States of America.

Marketing

We may use and disclose your personal information for marketing purposes. We may, with your consent, send you direct marketing by email, text message or by post. You can opt-out of receiving direct marketing at any time by following the unsubscribe function in the message we send.

Privacy complaints

Our Privacy Policy explains how to complain if you believe Ace has interfered with your privacy and how Ace will handle your complaint. Refer to Annexure 5 (Contacts).

Access to and correction of your personal and credit related information

You have the right to access on request the personal and credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information.

We may disclose your credit information to credit reporting agencies, including if you default on overdue payments in connection with consumer credit we have provided you that is \$150 or more. We may also disclose your credit and eligibility information to our debt collectors and other credit providers.

You have the right to access on request the credit related information we hold about you, subject to certain exceptions. You can also ask us to correct that information. Our **Credit Policy** explains how to make and access correction requests and how requests are dealt with in connection with credit related information.

Our Credit Policy explains how to complain if you believe we have not acted in compliance with our obligations as a credit provider under the Privacy Act or the Code and how Ace will handle your complaint.

Our **Statement of Notifiable Matters** compliments our Credit Policy explaining the credit reporting agencies who we may disclose your credit information to and certain rights you have in relation to your credit information (including your right to access or to seek correction of credit information we hold about you, your right to make a complaint to use and to request credit reporting agencies not to use your credit reporting information for pre-screening or direct marketing by a credit provider).

Annexure 5 – 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

During Your Rental

If you have any questions or problems during your rental (e.g. to change the Return Time or return location) you can email our Customer Care Centre or relevant location at any time using the email provided on the Rental Agreement.

You can raise any other issues arising from the rental with our location staff on return.

Independent Advice

You are, of course, free to continue to seek redress through any other means, such as through the courts, if you remain unsatisfied.

After Your Rental ask our Customer Care team.

If you disagree with any charges on your return, or have a complaint relating to your rental experience or privacy, you should:

Email Customer Support at ausacecustrel@acerentals.com.au using the contact details provided on the back of the Rental Terms and our team will help resolve any issues.

We aim to deal with all customer contacts within 15 business days