TERMS AND CONDITIONS OF RENTAL

The lessor mentioned on the page refers to ALQUDRAH RENT A CAR, hereby rents the vehicle identified on the page to following provisions and conditions and by signature the hirer acknowledges that He/She is bound by them all.

1. Delivery and Return

   • i. The vehicle is delivered to the hirer in a good overall condition and without any apparent defects and complaints.
   
   • ii. The vehicle is to be returned with all the documents and accessories and in the same condition to the lessor at the location and on the date designated to this agreement.
   
   • iii. The lessor reserves the right to repossess the vehicle at any time without demand at the hirer's expense if the vehicle is used in violation of this agreement.

2. Conditions of use

The hirer warrants and undertakes that:

   • i. Authorized driver - The driver has held a valid driving license for more than one year and is 25 years of age or above. The vehicle will be driven only by the drivers whose names and International Driving Licenses are registered on the rental agreement. For Non-GCC International Driving License Holders, approval is required under the law of the UAE Government.
   
   • ii. The hirer should not use the vehicle for off road driving, motor sports, rallying, towing or any activities that may damage the vehicle. The hirer is responsible for any damage including an administration fee to the vehicle due to any misuse.
   
   • iii. The hirer undertakes to make sure of the car condition periodically by checking of the oil, water, fire and tire pressures and inform the lessor of any mechanical, tire or electrical problems. The hirer needs to report to the lessor any signal that appears on the screen for warning of any type of maintenance. The hirer shall bear any damages as a result of driver misuse including an administration fee for not reporting this fault and continuing to drive the vehicle.
   
   • iv. The vehicle will not be used for transportation of any illegal substances (alcohol, drugs etc.) or transport merchandise or transport passengers for hire or any other illegal act. In case of fines or confiscation of the vehicle the hirer is responsible for payment for all damages to the lessor, like full value of the vehicle, fines, claims of passengers, third party claims and loss of income or loss of rental.
   
   • v. No insurance coverage is applicable if,
     - The hirer or driver during the period of the rental sublets the vehicle without the written consent of the lessor.
     - The driver is under the influence of alcohol or drugs at the time of accident.
     - The vehicle is driven by an unauthorized driver. Refer to clause (2)

In such cases the hirer is liable to pay for all damages to the vehicle, third party expenses,
passengers in the vehicle and the full rental value for the total number of days the vehicle is under repair in the workshop and all fines. The lessor is entitled to render an administration fee for all costs incurred.

- vi. The hirer should observe all the traffic rules and regulations and will be liable to pay penalties arising from traffic offences plus an administration fee.

- vii. The hirer is not permitted to take the rental vehicle across the borders of the UAE.

- viii. Should the hirer request the vehicle to be taken across the borders of the UAE this must be done in writing one week prior to the required date. The Lessor will confirm or decline in writing and reserve the full right to do so.

- ix. In Case it is agreed by the Lessor, The hirer may be required to pay an additional cost to the Lessor should special insurance cover be applicable for this period.

3. Charges

The hirer shall pay and reimburse the lessor on demand the sum of:

- Renting a day its means 24 hours.

- i. Time and mileage charges computed at the rates and upon the terms shown in this agreement or in the current tariff at start of the rental.

- Delay of 2 hours from the time of on hire the cars will be calculated as full day of daily rent.

- Free mileage of 250 KM daily, 1750km Weekly, 4500km monthly any extra will be charged AED. 0.50/- Files from Economic and mid-range, AED. 3/- from Luxury cars.

- ii. Any charges for refueling, salik, collision damage waiver, personal accident insurance, supplementary insurance, vehicle drop-off end collection fees, additional driver fees and / or any other standard or miscellaneous charges applicable at the rates shown in this agreement or in the current tariff which the hirer confirms having reviewed and agrees to.

- iii. Vehicles will be supplied with a full tank of fuel and returned with a full tank. Should the lessor need to refuel the vehicle the hirer will be charged for the refueling plus and administrative fee.

- iv. Lessor's costs, including reasonable legal fees, incurred in collecting payments due from the hirer under this agreement.

- v. Any fines, penalties, court costs or other expenses, imposed on the lessor by law arising from the use of the vehicle while on rental to the hirer unless due to lessor’s fault, but this shall not relieve the hirer or any other person of direct responsibility to any government authority for his own unlawful conduct, will be charged an excess of AED. 60/- as a service charge for each fine.

- vi. Lessor’s estimate of repair costs including towing and loss of revenue limited to the maximum amount of days applicable to the vehicle tariff group if the vehicle is damaged during the period of this agreement. The estimated charge will be adjusted by the lessor in accordance with the final repair and other costs once known, this provision shall not apply if the collision damage
waiver is shown as accepted on the face of this agreement and hirer has not breached any terms of this agreement. A Police Accident Report must be provided in all cases.

- vii. Hirer agrees to accept the debit of his credit card account of the charges incurred under this rental agreement. The signature of the hirer shall constitute his/her authority to debit the nominated credit card all charges related to the hiring of the vehicle during and thereafter.

- viii. All payments for the vehicle rental must be paid in advance.

4. Indemnity to lessor

The hirer shall indemnify and hold harmless the lessor, its employees and agents from and against any loss liability and expense arising directly or directly from:

- i. Any breach of the terms of this agreement by hirer.
- ii. Loss of or damage to the vehicle. (save as provided in clause 5)
- iii. Death or injury to any person arising out of the operation or usage of the vehicle.
- iv. Loss of or damage to any property suffered by hirer or by third parties arising out of the operation or usage of the vehicle or for loss of or damage to hirer's property left in the vehicle or for loss or inconvenience resulting from delivery delays, breakdown or any cause beyond lessor's control.

5. Responsibility for loss of or damage to vehicle

- i. The hirer will be liable for all loss of or damage to the vehicle including towing and storage limited to the deductible amount.
- ii. Provided the hirer complies with all terms and conditions of this agreement and collision damage waiver is shown as accepted on the face of the agreement, lessor will waive the hirer's responsibility in 5 (i) above, subject to any excess agreed on. A Police Accident Report must be provided in all cases.

6. Accidents, Thefts

- i. In case of an accident (with or without damage to the vehicle) and in case of any personal injuries, the police must be called to the scene of the event and the hirer must insist on obtaining a police report,
- ii. In the event of vehicle theft or parts of it the hirer must report this to the police and obtain a police report and forward the said police report to the lessor.
- iii. Any accident or loss or theft of the vehicle must be accompanied by a completed Police report.
- iv. Hirer must secure all data of the other parties as well as of any witnesses in order to complete the said accident report.
- v. Under no circumstances, claims by third parties must be accepted by the hirer.
• vi. The hirer is obliged to assist the lessor and/or its insurance company in all claims or legal affairs in connection with an accident of any damage.

• vii. These responsibilities of the hirer shall apply accordingly in the case of a theft.

• viii. No repairs are to be carried out on the vehicle without the prior approval of the lessor.

• ix. Should the hirer violate any of these regulations, especially if no police report can be presented to the lessor, even an accepted and paid CDW may not release the hirer from indemnities.

• 10% will be charge from the cost of maintain in case if the hirer bellow Adage of 25 years.

• 10% will be charge from the cost of maintain in case of the hirer his driving license bellow one year.

• No insurance for hirer if he drives bellow 23 years and new driving license bellow 6 month

7. Insurance

The lessor provides insurance coverage for the authorized persons driving the vehicle (and not otherwise) in accordance with an automobile liability insurance policy in the UAE, which is available for inspection open written request.

8. Personal data

The hirer acknowledges that personnel related data to this rental agreement can be communicated to third parties, especially for credit protection purposes.

9. Collision Damage Waiver

• i. By initialing in the space provided on the front of the agreement, the hirer agrees to the obligation to payment of a supplementary fee CDW, in accordance with the valid price lists.

• iii. Should the collision damage waiver not be taken up the customer will be charged an excess of liability of AED 1500/- car group of Economic and Mid-Range, we will be charged an excess of liability of AED 2500/- car group of Luxury Cars.

• iv. Otherwise in case of damages to or loss or theft of the vehicle or parts of it the hirer shall be liable in accordance with clause 5 of these standard terms and conditions of rental.

• v. The collision damage waiver does not exempt from liability in case of gross negligence or deliberate intervention of the rental conditions, legal regulations or insurance conditions.

11. Jurisdiction

This agreement shall in all respects be governed by and be construed and interpreted and take effect in accordance with the law of the United Arab Emirates applicable to the emirates where it is executed.

12. Language
In the event of conflict between the text of this agreement in the English language and the text of the agreement in the Arabic language or any other, the Arabic translation shall prevail. It is agreed the English text of this agreement shall nevertheless be used to assist in any interpretation.

13. Modifying Reservation

A vehicle reservation can be modified up to 48 hours before the start of the rental (on availability) free of cost. If any modification is to be done within 48 hours prior to the rental start time, any payment already made towards the rental will not be refunded and the modification will be treated as a fresh reservation with its respective new costs.

14. Cancellation

A vehicle reservation can be cancelled up to 48 hours before the start of the rental and the entire amount (if paid) will be refunded without any cancellation fee. In the event of cancellation within 48 hours prior to the rental start time, the payment in advance already made towards the rental shall be paid back subject to a cancellation charge, which will be withheld and shall be in the amount of the rental charge (including any extras and charges) for a maximum of 3 rental days. Cancellations can be made online or please contact our branch offices for further assistance.

If the reserved vehicle is not collected or not collected in the agreed time (reserved time) the rental charge paid shall be withheld in full.

15. Security Deposit

The customer is liable to deposit the below mentioned amount for as a security during the rental period. The security deposit amount must be paid on pick-up or delivery by Credit Card (in the form of Pre-Authorization). The full amount will be returned to the customer post the rental period provided the company is not liable to pay for any traffic fines or for any accident associated issues caused by the customer. The refund is based on the policy of the Credit Card Issuing Bank which is usually 21-30 days.

Security Deposit amounts:

Economic Cars: AED. 1200/-, Mid-Range Cars: AED. 1500/-, Luxury Cars AED. 3000/-

16. Delivery & Collection

ALQUDRAH RENT A CAR has the right to charge extra for delivery and collection of any vehicle.

17. Identification

The Renter must provide the following documents for identification for any vehicle reservation:

- a. Passport Copy.
- a. Driving License.
- a. International Driving License. (for Non GCC)

18. Payment Policy
The following credit cards are accepted: credit cards from internationally recognized credit card companies - such as American Express, Diners, MasterCard and Visa. We do not accept any prepaid cards or debit cards (Visa Electron).

The renter must be the owner of the indicated credit card and must be physically present at the time of delivery or pickup of the vehicle to sign an authorization letter for credit card usage. In Case, the renter is not the owner of the credit card, he/she could provide an authorization letter signed by the card owner.

By booking of a prepaid rate, the credit card will be charged before the start of rental, directly with the estimated total amount of rental. The amount that will be charged on your credit card comprises the price of rental as well as all additional extra fees.

The rental charge (plus any other charges agreed such as, e.g. exemptions from liability, delivery charges, airport charges etc.), as a matter of principle, be paid in full for the agreed rental period, i.e. if the vehicle is collected late or returned early there shall be no refund.

All vehicles booked are on request. ALQUUDRAH RENT A CAR will confirm the availability of the vehicle shortly (within 24 hours) and process payment automatically if available. If the car is not available on the chosen date the customer will be given the option to modify the reservation and be given possible options for rental

An advance charge approval is obtained for the chosen means of payment as a security. The exact deposit is determined on collection since the amount is dependent on the vehicle.

The reservation becomes binding by confirming your prepaid booking by mouse click. Charges are incurred for rebooking and cancellations, if the vehicle is collected late or returned early there shall be no refund.