

By signing the Rental Agreement No. _____ (“**Agreement**”) between the Customer and Asia Experience Tours Sdn Bhd (company registration no. 540778-U) (“**Owner**”), the Customer agrees to the following terms and conditions to be read with the Agreement:

1. Definitions

“**Accessories**” include but not limited to car/baby seats, satellite navigation systems, baby stroller and mobile wireless broadband/dongle or other devices provided by the Owner.
“**Administration Fee**” means a fee which can be applied at the discretion of the Owner for any administration expenses including payment of fine or penalty on behalf of the Customer, or in circumstances where the Customer’s information is required to be disclosed to third parties under this agreement or for purpose of replacing any key.
“**Station**” means the Owner’s premises where the Vehicle may be collected and/or returned.
“**Charge**” and/or “**Fee**” means the amount payable by the Customer to the Owner under the Agreement.
“**Collision Damage Waiver**” means cover for any damage to the Vehicle which exceeds the amount of the Customer’s excess excluding any cover for loss or damage to personal property of the Customer.
“**Theft Waiver**” means cover for theft of the Vehicle which exceeds the amount of the Customer’s excess.
“**Damage Administration Fee**” means a fee which is applied where the Vehicle is damaged.
“**Excess Reduction Products**” include (but not limited to) Risk Reduction Cover, Super Collision Damage Waiver, Super Theft Waiver, Personal Accident Insurance, Windscreen Protection Cover.
“**Named Driver**” means any person named in the Agreement as the only permissible driver of the Vehicle during the rental period.
“**Rental Charge**” means the rental charge of the Vehicle under the Agreement.
“**Rental Period**” means the rental period of the Vehicle under the Agreement.
“**Third Party Motor Insurance**” means cover for any claims made by third parties for death or personal injury or damage to their property, but excluding any cover for any loss or damage to the Said Vehicle or personal property or death or personal injury of the Customer.
“**Vehicle**” means the motor vehicle described in the Agreement.
“**Working Hours**” means the hours when a Station is open to the public.

2. Rental Period

2.1 Subject to the terms herein, the Customer shall be permitted to use the Vehicle during the Rental Period.
2.2 If the Customer elects to return the Vehicle before the expiry of the Rental Period, the Agreement shall be determined immediately upon the Customer’s return of the Vehicle at the designated Station. Unused Rental Charges paid in advance by the Customer (if any) may be refunded to the Customer at the discretion of the Owner.
2.3 The Owner may at its discretion permit the Customer to extend the Rental Period on condition that the Customer shall give the Owner an advance notice of at least forty eight (48) hours before the expiry of the Rental Period or any previously agreed time period required for advance notice.
2.4 Rental Charges for any extended Rental Period will be charged to the Customer at a daily rate determined by the Owner.
2.5 The Owner may impose Rental Charges of a daily rate determined by the Owner, on Customer who returns the Vehicle more than one (1) hour after the expiry of the Rental Period.
2.6 If the Customer use the Owner’s “out of hours” services, the Customer will be responsible for all Charges, Fees, and damage to the Vehicle (including any Administration Fee or Damage Administration Fee) until such time when the Owner had completely check the Vehicle when the Station re-opens.
2.7 If the Customer fail to return the Vehicle to the Owner upon the expiry or termination of this Agreement, the Owner shall have all legal rights and entitlement to its immediate return including a right to take all lawful means to recover and/or repossess the Vehicle (which may include applying for a court order requiring the Customer to return the Vehicle and/or pay the Owner the Vehicle’s market value). The Customer shall also be liable for all costs incurred by the Owner in the course of recovering or repossessing the Vehicle including any legal or professional costs on a solicitor-client indemnity basis, Charges and Fees (including any Administration Fee or Damage Administration Fee).

3. Charges

3.1 The Customer shall pay the Owner the following –
3.1.1 any Charges or Fees (including all applicable taxes and duties including Goods and Services Tax (“GST”));
3.1.2 any Administration Fee, Damage Administration Fee and other costs and fees payable under these terms and conditions;
3.1.3 any Charge for delivery and/or collection of the Vehicle informed to the Customer at the time of booking; and
3.1.4 cost of refueling the Vehicle at published rates on the date of return (which are much higher than forecourt prices and include a refueling charge).
3.2 Where applicable:-
3.2.1 a “one way hire” charge;
3.2.2 a charge for exceeding any mileage cap or allowance as shown on the Agreement for each kilometer (or part of a kilometer) over any mileage cap (“**Excess Mileage Charge**”);
3.2.3 a valeting charge for interior and exterior cleaning of the Vehicle and/or to make good the condition of the Vehicle into the same condition as it was before and at the start of the Rental Period (including any charges on the Customer’s breach of Clauses 4.3.11 and 4.3.12 below);
3.2.4 all costs arising from any parking charges (or default in payment of such charges) or a breach of any parking restrictions or a road traffic offence or any other offence involving the Vehicle including costs from the Vehicle being clamped, seized or towed away and any charges/costs (or failure to pay them) of the relevant organization or authorities plus the Administration Fee.
3.2.5 all costs and/or damages incurred by the Owner to make good the Vehicle into its original state before the commencement of Rental Period in the event of any breach or violation of Clause 4.3.7 below.
3.3 Unless any of the following Charges are covered by the Collision Damage Waiver or Third Party Motor Insurance or any other Excess Reduction Products, the Customer shall pay the Owner the following –
3.3.1 cost of repairing any damage caused to the Vehicle or any Accessories or which the Customer had caused to another party, their property, their vehicle and all uninsured losses before the Vehicle is checked by the Owner and a Damage Administration Fee;
3.3.2 damages for loss of use of the Vehicle or loss of income suffered by the Owner however caused, unless the loss is due to a fault or breach of this Agreement by the Owner;
3.3.3 replacement cost of any Accessories which have been lost, stolen or are uneconomical to repair and a Damage Administration Fee;
3.3.4 cost for replacing a key of the Vehicle when it is lost or damaged and Administration Fee.
For avoidance of doubt, the Customer is liable to pay the aforesaid, costs, losses or damages whether or not the Customer is directly responsible for such losses or damages.
3.4 If the Vehicle is seized by any government, authority or organization (whether within or outside Malaysia and whether or not such seizure is due to the fault of the Customer), the Customer shall be liable to pay or compensate the Owner for any damage caused to the Vehicle and/or Accessories, penalties, fines, restoration/repairation charges or any other Charges or Fees as well as loss of use of the Vehicle while the Owner is unable to rent out the Vehicle.
3.5 The Customer agree that all Charges, Fees, loss and/or damage incurred by the Owner under this Agreement or related to the rental of the Vehicle can be offset against deposit paid and, where there is no deposit or the deposit is insufficient the Owner may apply any excess payable or chargeable to the credit card presented by the Customer before entering into this Agreement or an invoice can be issued by the Owner to the Customer for sums which shall be payable immediately.
3.6 Unless payment of Charges or Fees are made in advance or at the time of booking, all Rental Charges, Charges, Fees, loss and/or damages shall be payable by the Customer to the Owner on demand upon the Customer’s return of the Vehicle at the Station or in any other manner agreed as payment method between the parties.
3.7 If the Customer elect to pay in a currency other than Malaysian Ringgit (MYR), the Customer shall be responsible to pay at the commercial exchange rate supplied to the Owner by a bank plus Administration Fee. Notwithstanding the Customer’s election, the Owner retain all discretion whether or not to accept payment in any currency other than Malaysian Ringgit (MYR).

4. Customer’s Responsibilities & Obligations

4.1 It shall be the Customer’s obligation to inspect and inform the Owner of any pre-existing damage on the Vehicles and Accessories before signing the Agreement.
4.1.1 Where pre-existing damage to the Vehicle and Accessories cannot in the opinion of the Owner be checked in advance before the signing of the Agreement, the Customer must notify any such damage to the Owner within 1 hour of the start of the Rental Period (if this occurs during daylight hours) or by 10 a.m. of the day following the Customer’s collection of the Vehicle (if it is collected after the close of business of the Owner). Notification of such damage should be made to the Owner by telephone at +6013-3998818.
4.2 Unless Clauses 4.1 and 4.1.1 above apply, the Vehicle shall be deemed to be delivered to the Customer in good and satisfactory order accepted by the Customer.
4.3 It shall be the Customer’s obligation to-
4.3.1 protect and look after the Vehicle, keys and Accessories against any loss and damage throughout the Rental Period;
4.3.2 ensure that only the Customer or a Named Driver drives the Vehicle;
4.3.3 not to drive the Vehicle under the influence of alcohol, hallucinatory drugs, narcotics, barbiturates, other illegal drugs or any other substance that may impair driving ability;
4.3.4 immediately on request provide the Owner and/or any law enforcement or government body with full, accurate and up to date information relating to Vehicle’s use during the Rental Period;
4.3.5 use its best endeavours to supply full details of any third party and third party vehicle involved in any accident/incident with the Vehicle;
4.3.6 not to fit any roof or bike rack or any tow bar on the vehicle;
4.3.7 not to (nor allow anyone to) fit or make any other modifications to the Vehicle without the prior written consent of the Owner;
4.3.8 not to use the Vehicle for the carriage of passengers for hire or reward;
4.3.9 not to use nor allow the Vehicle to be used for racing, pacemaking, off-roading, reliability trials, speed testing, driving instruction, to propel or tow another vehicle or trailer or breach of any legislation, order or regulation affecting the use, loading or condition of the Vehicle or for any illegal purpose;
4.3.10 not to use the Vehicle nor permit the Vehicle to be taken outside mainland Peninsular Malaysia (including Langkawi, Labuan and the states of Sabah and Sarawak) or outside of Malaysia without first obtaining the Owner’s written consent. Where consent is given by the Owner under this clause, the Customer shall ensure that the Vehicle and its Accessories and equipment are used and driven in compliance with the applicable local driving regulations and the terms herein. The Customer shall be solely responsible to bear all tax, charges and duties applicable;
4.3.11 not to smoke inside the Vehicle;
4.3.12 not to transport, carry or bring durians, mangosteen and any fruits with strong odour and/or pets into the Vehicle;

4.3.13 not to sell, rent or dispose of the Vehicle or any of its parts or Accessories;
4.3.14 not to give or attempt to anyone any legal or beneficial rights over the Vehicle;
4.3.15 not to refuel the Vehicle with fuel which is incompatible with the Vehicle or otherwise informed by the Owner at the time of signing the Agreement;
4.3.16 subject to any fair wear and tear to the Vehicle, return the Vehicle to the Owner in the same condition as it was at the start of the Rental Period at a designated Station;
4.4 The Customer agree to pay the Excess Mileage Charge, if the Vehicle is subject to a mileage cap (which will be stated on the Agreement) (“**Mileage Cap**”) and the Customer or Named Driver exceeded the Mileage Cap during the Rental Period.

5 Owner’s Responsibilities & Obligations

5.1 The Owner shall not be responsible for any losses arising from this Agreement which the Customer suffer as a result of the Customer’s breach of the Agreement and the terms herein.
5.2 The Owner will not be responsible for loss or damage to any property placed in the Vehicle at the Customer’s risk.

6 Vehicle Checks & Replacement

6.1 The Owner reserve its right to provide a replacement Vehicle.
7. Insurance
7.1 Excess Reduction Products for purposes of reducing the Customer’s liability are optional.
7.2 Owner’s Insurance Cover
7.2.1 Subject to Clause 7.2.4, the Rental Charge includes cost for Third Party Motor Insurance, Theft Waiver cover and Collision Damage Waiver cover.
7.2.2 Unless the Customer have purchased any of the Owner’s other Excess Reduction Products, the Customer shall be responsible to pay an amount representing the excess of the motor vehicle insurance under the Agreement Collision Damage Waiver excess or Theft Waiver excess or Third Party Motor Insurance excess shown on the Agreement together with all relevant Charges and Fees each time the Vehicle is damaged or stolen during the Rental Period, whether or not at the fault of the Customer.
7.2.3 For avoidance of doubt, all motor vehicle insurance and Excess Reduction Products do not cover loss or damage arising from missing items placed in the Vehicle by the Customer, Accessories, windscreen, tyres, fire, theft, vandalism, flood, damage to roof and undercarriage nor any loss or damage caused by driver’s abuse, negligence or breach of this Agreement. Under those circumstances, the Customer must pay all losses and damages, and all relevant Charges and a Damage Administration Fee for each incident.
7.2.4 The Customer must comply with this Agreement and the terms herein to ensure that the Third Party Motor Insurance and/or Collision Damage Waiver and/or Theft Waiver cover and/or other Excess Reduction Products (whichever applicable) are not in any way compromised. The Customer shall be responsible for all losses or damages during the Rental Period (including all relevant Charges plus Damage Administration Fee for each incident) if the Customer fail to ensure such compliance resulting in the cover being declined by the Owner and/or any provider of those products.
7.3 Customer’s Insurance (where applicable)
7.3.1 If the Customer have purchased its own insurance then the Customer shall be responsible for its insurance costs.
7.3.2 The insurance cover of the Customer must be fully comprehensive without restriction or excess and for any liability for bodily injury or death or for loss or damage to property to a third party in accordance with the requirements of the Road Traffic Act 1987 and other relevant laws. Such insurance must be effective from the start of the Rental Period until at least eight (8) Working Hours after the end of the Rental Period or the inspection and permanent return of the Vehicle and the key to the Owner.
7.3.3 The Owner reserve its right to request for satisfactory proof of the Customer’s insurance before delivering a Vehicle to the Customer. If the Customer becomes aware of any changes in its insurance cover during the Rental Period, the Customer must inform the Owner in writing.

7.3.4 It shall be the Customer’s responsibility to ensure that its own insurance complies with the requirements of this Agreement. The Customer shall be liable for all losses and damages which the Owner may incur or suffer in the event that any insurance provided by the Customer fails to be effective or satisfactory.
7.3.5 If the Customer is a resident of Canada or the United States of America and have purchased a rental product that excludes Collision Damage Waiver cover then only Third Party Motor Insurance will be included in the Rental Charge. The Customer can purchase the Owner’s Theft Waiver cover and any of our Excess Reduction Products but if the Customer elect not to do so and its own insurance does not provide a complete cover, then the Customer will be responsible to pay in full to the Owner for any loss or damage to the Vehicle, all relevant Charges and Damage Administration Fee for each incident.
7.4 The Customer agree to do all that is required by the Owner or any provider of any other product purchased and to allow the Customer’s personal information (including information of any Named Driver) to be used by the Owner (or any provider of the product) for enforcing any rights or remedies against any persons in connection with the Vehicle.
7.5 The Customer will not (either on its own behalf or on behalf of any insurers) waive any rights under the Agreement or any applicable insurance policy unless such waiver is done in writing and signed by the Owner or the insurer.

8 Breakdown, Accident & Repair

8.1 It shall be the responsibility of the Customer or any Named Driver to call the telephone number stated on the reverse of the tax disc holder on the windscreen of the Vehicle to notify the Owner if a warning light appears or the Vehicle develops any fault during the Rental Period.
8.2 If there is an accident involving the Vehicle, the Customer or any Named Driver must immediately inform the Owner by calling the Owner’s phone number: +6013-3998818 to report the accident.
8.3 Neither the Customer nor anyone else is allowed to carry out any works on the Vehicle without written consent of the Owner. If written consent of the Owner is given, the Owner will only give a refund of work done to the Customer upon being presented with a valid and lawful invoice.
8.4 If the Vehicle breaks down or is involved in an accident during the Rental Period within Malaysia (excluding Langkawi, Labuan and the states of Sabah and Sarawak) the Owner will recover and repair the Vehicle so that it is rendered functional. If the Vehicle cannot be repaired (following a breakdown or accident within Malaysia but excluding Langkawi, Labuan and the states of Sabah and Sarawak), then the Owner will (where possible) provide the Customer with a replacement Vehicle of an equivalent model, standard and size to the Vehicle for the remainder of the Rental Period.
8.5 If the Vehicle is involved in an accident or collision, the Customer or any Named Driver must:
8.5.1 not admit or accept responsibility to the other party who are involved in the accident;
8.5.2 obtain the names and addresses of all parties involved in the accident, including witnesses;
8.5.3 place the Vehicle at a secured place and immediately make a police report on the accident;
8.5.4 inform the Owner of the accident by calling the Owner’s telephone number: +6013-3998818;
8.5.5 complete and return the police report or any accident report form provided with the Vehicle.

9 Termination of Rental Agreement

9.1 The Owner is entitled to terminate the Agreement upon any breaches of terms and conditions under this Agreement by the Customer or any Named Driver.
9.2 The Agreement shall be automatically terminated if the Customer shall have an order in bankruptcy or insolvency proceedings made against it, or has entered into a voluntary arrangement, or suffer from the making of a statutory demand or presentation of a petition for a bankruptcy order or winding-up proceedings under the relevant laws.
9.3 Upon termination of the Agreement or at the expiry of the Rental Period, the Customer shall return the Vehicle and key to the Station. If the Vehicle and key are to be collected by the Owner from the Customer, the Vehicle must be parked in a suitable and secure place to allow such collection at any time of up to a period of eight (8) Working Hours from the end of the Rental Period without the imposition of any fines or congestion charges.
9.4 The termination of this Agreement for whatsoever reason shall be without prejudice to the rights of the Owner in respect of any antecedent breaches.

10 Customer’s Information

10.1 The Owner may use any information provided to it by the Customer, including details of any Named Driver, for purposes of the rental of the Vehicle, identity verification, payment collection, fraud monitoring and to deal with all and issues before, during and after the Rental Period.
10.2 The Owner may obtain information from third parties concerning the Customer and/or any Named Driver before deciding to rent a Vehicle to the Customer and to carry out an identity check.
10.3 The Owner may maintain and protect the Vehicle and to prevent and detect crime using electronic devices to monitor the condition, performance and operation of the Vehicle and/or to track the Vehicle’s movements. This information may be used during and post-Rental Period.
10.4 The Owner will keep a record of any breach of the Agreement, suspected fraud or accident history to help the Owner in making future decisions regarding the Customer and/or any Named Driver.
10.5 The Owner may give personal details on the Agreement and details of the Customer’s performance of obligations under this Agreement to law enforcers, Government, police, and any other relevant authorities.
10.6 Our data protection policy is available from : <https://www.europecar.com.my/pages/personal-data-protection-act-pdpa>.

11. General

11.1 If the Customer is a company or organisation for which a credit account has been opened, this Agreement must be read in conjunction with any corporate agreement that may exist between the parties. In the event of any inconsistencies, the provisions of the corporate agreement will prevail.
11.2 This Agreement is governed by the laws of Malaysia and both parties agree to be subjected to the exclusive jurisdiction of Malaysian courts.
11.3 If any provision of the Agreement is or becomes invalid or unenforceable, the remaining provisions shall not be affected.

I hereby agreed to the above terms and conditions,

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Signed by customer

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