

# Sixt Cyprus(Uniwheels Car rentals Ltd)

## GENERAL CONDITIONS

The Owner rents to the Hirer whose signature appears on the reverse of this page, the vehicle described on the reverse of this Rental Contract, on the terms and conditions stated on both sides of this rental contract, which the Hirer accepts and agrees to observe.

### **Article 1 – USE OF THE VEHICLE**

On pain of being excluded from insurance coverage, the Hirer agrees not to permit the vehicle to be driven by anyone than himself or persons approved by UNIWHEELS RENT A CAR LTD. He also undertakes that the vehicle will not be used:

- a) For paid carriage of passengers and in races.
- b) To push or tow any vehicle or trailer.
- c) By anyone under the influence of alcohol or drugs.
- d) For illegal purposes or carriage of goods.
- e) While overloaded: for example carrying more passengers than permitted by the registration papers.
- f) In addition, the vehicle may be driven only by persons designated below subject to the Owner's prior authorization and provided that such person be at least 21 years old and have held a valid license for at least three years, drivers over 25 must have held their license for at least one year..
- g) The Hirer undertakes to keep the vehicle closed and locked when not in use, keeping in his possession the vehicle's papers, which shall in no case be left in the vehicle.
- h) The Hirer shall in no event assign, sell, mortgage or pledge this contract, the vehicle, its equipment or tools, or treat the same in any way detrimental to the Owner.
- i) The said vehicle will be driven only by the hirer (unless otherwise herein agreed) and only on a road in the geographical area of Cyprus which is in areas under the full control of the Government of the republic of Cyprus or the Authorities of the British Sovereign Base Area and will not be used in areas at present under the Turkish occupation forces or the Turkish Cypriots or in near proximity to such areas.

Any infraction of any of these undertakings empowers the Owner to demand return of the vehicle forthwith.

## **Article 2 –CONDITION OF THE VEHICLE AND ADDITIONAL INSURANCES**

The Hirer acknowledges receipt of the said vehicle in proper operating conditions and clean.

The five tyres are in good condition, without punctures. In event of damage to any of them by any cause other than normal wear, the Hirer agrees to replace the same forthwith at his expense with a tyre of the same dimensions.

The Hirer is also personally responsible to cover any damage caused to the windscreen of the vehicle or to the oil sump.

The Hirer is not responsible for any damage caused to the above, only if he has waived the damages by paying the extra charges stated in the applicable rate list.

## **Article 3 – RENTAL – PREPAYMENT – EXTENSION**

The rental price and the rental prepayment are determined by the applicable rate lists and are payable in advance. In any case prepayment may not serve to extend the rental. If the Hirer wishes to keep the vehicle for a period exceeding that agreed to originally, and in order to obviate disputes, he shall, after obtaining UNIWHEELS agreement, prepay for the extensions.

The Hirer agrees to return the vehicle to the rental agent on the date specified in the rental agreement. Return of the vehicle by the Hirer to the rental agent at the designated location alone terminates the contract.

In case the Hirer returns the vehicle to the owner or agent before the agreed period the Hirer shall not be entitled to any refund of the agreed rental charges. Any outstanding balance remains payable by the Hirer. The owner may credit the Hirer with the pro-rata sum for a future rental agreement.

The Hirer undertakes to state to the rental agent his home and local address.

## **Article 4 – PAYMENTS**

The Hirer undertakes to pay to the Owner on demand:

- a) The additional charge for inter-city service, if any, or if said vehicle is left at a place other than that stipulated, without the Owner's written consent, a lump sum stated in the applicable rate list.

- b) The additional charges for outside opening hours or out of town's limits delivery of the said vehicle.
- c) The rental time charges, the special Accidents insurance premiums and the sundry fees and charges.
- d) A sum limited to the applicable rate list for repair of possible damages caused to the vehicle, if the Hirer did not agree to pay for the charge due in case of elimination of the deductible (Collision Damage Waiver)
- e) (i) If the Hirer paid this agreement for Collision Damage Waiver he will be covered against the damage to the said vehicle to be caused from collision as a result of his negligence except the amount that is indicated as a deductible amount under CDW on the front side of this rental agreement.
- e) (ii) If the Hirer did not pay with this agreement for Collision Damage Waiver he is responsible for the market value/cost of replacement of the said vehicle.
- e) (iii) With or without CDW, customer will be excluded from any coverage in case of customer's negligence and non-compliance with the conditions of both sides of this rental agreement; and in such a case, the deductible amount or even the full damage cost will be payable to the owner.
- f) All direct and indirect taxes and assessments payable on the rentals, premiums, charges and allowances specified in paragraph a,b,c.
- g) Upon demand for payment, the payment of the sums due pursuant to this contract by the Hirer to the Owner shall be paid within 48 hours. Default of which, as well as the amount, in principal and the recoverable costs, the Hirer shall have to pay the contractual interests at prime cost plus three per cent.
- h) If UNIWHEELS is obliged to sue the debtor, all the rental invoices will be immediately due for payment.
- i) Any and all fines, charges costs and taxes for any and all infringements of traffic, parking or other laws for which the vehicle, the Hirer or the Owner is responsible during the term of the contract, except however for infringements resulting from fault on the Owner's part,

## **Article 5 – INSURANCE**

1. The Third Party insurance of the said vehicle is according to the terms and conditions of the relevant insurance Policy with the Hire Risks Pool of which knowledge by the Hirer is confirmed and which he undertakes to observe. It does not cover it's driver for his death or injuries. But if the Driver paid with this Rental Agreement for the Personal Insurance Policy he will be covered only

according to the terms and conditions and the scale of compensation (1) to (7) of the relevant Insurance Policy covering the owner and of which knowledge by the Hirer/Driver is confirmed. A copy of the car insurance policy is available to the Hirer at the Owner's main business establishment.

2. The Hirer hereby approves the said policy and undertakes to observe the terms and conditions thereof. The Hirer further agrees to take all necessary steps to protect the interests of the Owner and its insurance company in case of accident during the term of this Rental Contract, and in particular:
  - a) to report to the Owner immediately any accident, theft, or fire, even partial, and concurrently to the police;
  - b) to include in this report the circumstances, date, place and address of the owner or the other vehicle involved, the number of such vehicle, the name of such owner's insurance company and the number of the policy;
  - c) to attach to such report any available police report;
  - d) in no event to discuss liability, deal or settle with parties relative to the accident.

Any infraction of the above excludes customer from any insurance/CDW coverage.

3. Carried clothing or other articles are not covered.
4. The vehicle is insured only for the rental period shown on the reverse side of this page. Thereafter, unless an extension is agreed to, the Owner declines all responsibility for accidents, which the Hirer may have caused and for which he alone shall be responsible.
5. Owner declines any responsibility for objects left in the vehicle, during the rental period.
6. The damage resulting from poor or bad conditions of the use of the vehicle, for example poor or uneven roads ... will be borne by the Hirer.
7. Owner declines any responsibility for injury to third parties or damage that the Hirer may cause during the rental period if he has willfully supplied UNIWHEELS with false information as to his identity, his address or the validity of his driving license. In that case, the Hirer is not covered by the insurance policy.

## **Article 6 – MAINTENANCE AND REPAIR**

Normal mechanical wear is not for account of UNIWHEELS. If the vehicle should be laid up, the repairs may be made only with the written agreement and according to the instructions of UNIWHEELS; repairs must be covered by receipted and itemized bills with which the replaced defective parts must be represented.

## **Article 7 – PETROL AND OIL**

The petrol and diesel are for the Hirer's account and are not refundable. The Hirer must take a standing check of the oil and water levels. He must present receipted bills in order to obtain reimbursement.

## **Article 8 – LIABILITY**

The Hirer or approved drivers are criminally liable for infringements committed by them while driving the vehicle, as provided in the Highways code.

## **Article 9 – VALIDITY OF CONTRACT**

No amendment to the terms and conditions of this contract is valid except by written consent of the owner.

## **Article 10 - Financial Liabilities**

The Customer agrees and irrevocably accepts that any financial liabilities deriving from this contract shall be deducted by the owner from his credit card without the need for signature by the hirer or any additional authorization for such deduction. The owners responsibility is limited to the ultimate production to the hirer of normal receipts covering the substance and cost of such deductions.

## **Article 11 – SETTLEMENT OF DISPUTES**

For any dispute relating to this contract and so far as permitted by local law:

- if the Hirer is an individual, the court will be chosen according to the local law;
- if the Hirer is not an individual, the court will be chosen exclusively according to the place where the Owner has his registration office.