

Rental Terms and Conditions

Agreement entered on the day indicated between SIXT and the Client whereby SIXT rents to the Client who on their part rent/s the Vehicle and this subject to the Terms and Conditions stipulated hereunder.

A. DEFINITIONS

1. SIXT in the terms of this agreement shall mean the RENTAL COMPANY.
2. RENTAL COMPANY in the terms of the agreement shall mean Fremont Limited (C20339) of 94-96, Triq Spiteri Fremont, Qormi QRM 2377, MALTA.
3. RENTER in the terms of this agreement shall mean the person, physical or juridical, indicated under the RENTER INFORMATION (RIS)
4. RENTAL PERIOD in the terms of this agreement shall mean the dates under Rental Information (RIN)
5. VEHICLE in the terms of this agreement shall mean the vehicle specified under Vehicle Information (VIS)

B. TERMS AND CONDITIONS CLIENT'S OBLIGATIONS

1. The Client is expressly prohibited from:
 - a. Leasing, hiring or in any other manner transferring control of the Vehicle to third parties whether gratuitously or against payment.
 - b. Using the vehicle for the carriage of passengers for hire or reward.
 - c. Allowing or permitting the use of the Vehicle by third parties other than the person/s indicated on the agreement.
 - d. Using the Vehicle for the carriage of goods.
 - e. Using the Vehicle for the carriage of passengers more than the number of passengers indicated in the relative insurance policy, the terms, and conditions of which the Client hereby declares that s/he has knowledge of
 2. Using the Vehicle in any manner which is in violation of the terms and conditions of the relative insurance policy the terms and conditions of which the Client hereby declares that he has knowledge of:
 - a. Exporting the Vehicle; in any manner whatsoever, out of the Maltese Islands
 - b. Effecting or permitting the execution of any repairs, servicing, or adjustments, of whatever nature, to the Vehicle.
 - c. Affixing any logos and/or stickers to the Vehicle
 - d. Using the vehicle for any unlawful purpose, to propel or tow any other vehicle or trailer, for racing, pace making, reliability tests, speed testing or driving tuition.
 3. The Client is obliged to:
 - a. Inspect the Vehicle upon date of delivery and immediately inform SIXT of damages, if any, to be noted under the VEHICLE STATE Section (VSS)
 - b. Notwithstanding the terms of the insurance policy issued on the Vehicle, indemnify SIXT for all loss, damages, and expenses, of whatever nature or origin, resulting in the Vehicle except those already marked on the VSS.
 - c. Indemnify SIXT for any theft of the Vehicle, or any part of it.
 - d. Ensure that the vehicle is kept in good condition.
 - e. Ensure that under no circumstance shall the Vehicle be in possession or under the control of any person including RENTER/S who are under the age of 21 years, and/or are not in possession of a valid driving license, and/or has been convicted of a motoring offence in the preceding 3 years and/or has been involved in a traffic accident, and/or is inflicted by any personal defect or mental impairment and/or is under the influence of alcohol or other intoxicant such as drugs or narcotics.
 - f. Indemnify and reimburse SIXT for all fines, payments due for entry into Valletta in accordance with the Controlled Vehicle Access (CVA) system in operation from time to time, payments due for the usage of parking meters which may in time be introduced in certain parts of Malta and Gozo, legal and court costs incurred or paid in relation with contraventions or other offences committed with the Vehicle or incurred with the said Vehicle during the rental period herein contemplated.
 - g. Immediately notify SIXT of all damages resulting in and, or breakdown of the Vehicle together with the relevant details of the damage or cause of breakdown and the location of the Vehicle.
 - h. Immediately refrain from utilizing the Vehicle when/if it develops a fault and or has suffered any sort of damage.
 - i. Indemnify and reimburse SIXT for all charges/ expenses incurred, which charges / expenses may not be referred to in the said rental agreement, but which may arise in relation to this agreement including but not limited to Section B,3f above, of the said terms.
 - j. Pay all sums due to SIXT upon demand, without objection, upon failure of which interest rate at 8% shall be levied on all sums due.
 - k. Immediately report to the Police Authorities and/or Local Enforcement System Agency (LESA) any road accident, and/or theft, and/or fire in which the Vehicle is involved in and is to complete and sign a detailed report of the occurrence at SIXT's office or at the office of the Insurance Company who would have issued the relative insurance policy cover, within the first 25 hours of the occurrence.
 - l. Indemnify SIXT for all expenses incurred resulting from the use and, or possession of the Vehicle by the Client.
 - m. Pay to SIXT the full amount due for the full rental period as indicated in the RIN section, that together with all other charges and expenses incurred during the said rental period, without any deduction, set -off or claim for refund of any charges and/or expenses withdrawn which charges and/or expenses may not be specifically contemplated in the said rental agreement.
 - n. Pay to SIXT the full amount due under Charge Summary Section (CSS) for the full period even upon the occasion that the client returns the Vehicle prior to the stipulated date of termination indicated in the RIN section.
 - o. Pay to SIXT the insurance excess premium stipulated in section RIN, which premium is equivalent to the full value of the vehicle as determined by SIXT at its absolute discretion upon each occasion of any damage caused to the Vehicle or/and to third parties unless a Collision Damage Waiver (CDWTP/ SCOW) is purchased by the Client upon date of this agreement. For the avoidance of any doubt, it is to be understood that the CDW is not insurance, and it is a waiver of the Client's obligation to pay the full insurance excess premium as established above. Upon the purchase of CDW, the insurance premium payable by the Client to SIXT upon every occasion of any damage caused to the VEHICLE or to third parties shall be reduced to the amount indicated in RIN section. The CDW is not applicable upon the occasion that the Client acts in breach or any of the conditions contained in the agreement or of the terms and conditions of the insurance policy issued on the Vehicle which terms and conditions the Client declares that he/she /they are fully aware of.
 - p. Return the Vehicle at the time and place indicated on the rental agreement or at an earlier date as determined by SIXT at its absolute discretion together with all the Vehicle's accessories including but not limited to, tires, tools & equipment, which accessories must be in the same condition as on date of delivery. Any loss of or damage to the said accessories shall be indemnified by the Client without objection.
 - q. Return the Vehicle upon termination or sooner determination of the Rental Period with a full fuel tank and upon failure to do so the difference in value between the fuel returned and a full fuel tank shall be charged to and paid by the Client together with the administration charges imposed by SIXT at its absolute discretion.
 - r. Notify SIXT of any extension of the Rental Period at least 48 hours prior to the date and time of termination stipulated in the RIN section.
- Failure to do so shall mean that upon expiration of the Rental Period stipulated, the Vehicle shall not be insured.
- s. If the client observes the contents of this clause the daily rent applicable shall be at the absolute discretion of SIXT.

C. PAYMENT CLAUSES

The Client shall pay to SIXT the full amount due for the whole rental period, including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated may have been incurred by the Client throughout the rental period of the Vehicle without any deduction, set-off or claim for refund. Upon the occasion that the Vehicle is returned by the Client to SIXT prior to the date indicated on the RIN section, the Client hereby accepts to pay SIXT the full amount for the whole rental period of the Vehicle including and charges and expenses as contemplated in this agreement, and any charges or expenses which although not indicated may have been incurred by the Client, in cash, alternatively the Client irrevocably authorizes SIXT to debit the credit card for the full amount due to SIXT. The Client and/or the Credit Card holder hereby irrevocably authorize SIXT to debit the credit card for any amount due by the Client to SIXT and the Client and/or the Credit Card holder is hereby irrevocably renouncing to his right to object to such occurrence and this in terms of the said agreement.

If the client has pre-paid, the full amount for the whole rental period of the Vehicle including any charges and expenses as contemplated in this agreement, and any other charges or expenses which although not indicated in this agreement but which may have been incurred by the Client, are to be affected and honored by the Travel Agent or other Agents. If 90 days elapse from the date when SIXT would have requested the Travel Agent/Agent to effect payment, SIXT is irrevocably authorized by the Client and/or the Credit Card holder to debit the credit card for the full amount due.

G. GENERAL TERMS

- a. The Client hereby accepts and acknowledges that all their personal items and of those accompanying them left, stored, and, or transported within the Vehicle shall be their exclusive responsibility and shall hold SIXT free and harmless from any claim and, or liability for any damage and, or loss of such items even if such loss or damage occurs after the Vehicle is returned to SIXT.
- b. The Client hereby irrevocably and unconditionally holds SIXT free and harmless from any liability and or claim which may arise due to arising from the use of the Vehicle even if attributable to the negligence of SIXT.
- c. The Client hereby irrevocably and unconditionally authorises SIXT, to audit all the charges due in terms of this agreement, at the absolute discretion of SIXT, amend, alter, and increase such charges without the consent of the Client.

D. SURETIES

- a. The credit card holder, or/and the corporate company bind themselves irrevocably and unconditionally as joint and separately liable in favour of SIXT to honor, indemnify and reimburse any charges/expenses contemplated, and/or honor, indemnify and reimburse any expenses which though not contemplated ,may arise in relation to this agreement, including but not limited to section B2f of the said rental agreement and all other obligation which the Client assumes upon the signing of the said rental agreement.
- b. The customer upon the signing of this rental agreement is hereby giving his authorization to SIXT to charge and withdraw any and/or all charges/expenses contemplated, and/or any charges/expenses which though not contemplated but which may arise in relation to this agreement, including but not limited to section B2f of the said rental agreement and all other obligations which the Client assumes upon the signing of the said rental agreement by utilizing the credit card information without any limitations or restrictions.

E. DATA PROTECTION

The Client hereby authorizes SIXT to process his/her personal data, as disclosed in this Agreement, for the purposes of performing its duties and exercising its rights in terms of the agreement or at LAW.

The Client hereby authorizes SIXT to disclose his/her personal data, to competent authorities when so requested.

The Client declares that he/she has been made aware of the fact that SIXT may disclose his/her personal data, for SIXT to establish, exercise or defend any legal claim which SIXT may have in terms of this agreement, as well as to issue reminders and notices in respect of late payments due in terms of this agreement.

The Client hereby authorises SIXT to disclose her/her personal data indicated in this agreement to Banks and other Financial Institutions who would have issued the relative credit cards as indicate by the Client on this agreement, for the Banks and other Financial Institutions to take the necessary measures to enforce payments due by the Client for all outstanding amount/s due by the Client to SIXT.

The Client hereby declares that he/she has been made aware of the fact that SIXT may disclose his/her personal data to the Insurance company issuing insurance cover on the Vehicle and/or to an insurance broker and/or agent appointed by SIXT to assist in all insurance matters which the client has been duly made aware of upon the signing of the said agreement, and this in order for the insurance company issuing insurance cover on the Vehicle and/or to an insurance broker and/or agent appointed by SIXT to provide the relative insurance cover and to process and handle any claim made by the Client.

The Client hereby declares that he/she has been made aware of the fact that SIXT would, on occasion like to keep the Client informed of products and services which SIXT considers to be of interest to the CLIENT, and should the Client not wish to receive such information, the Client is to disclose such fact to SIXT which undertakes to refrain from using direct marketing techniques with the Client.

The Client hereby declares that he/she is aware of their rights under the Data Protection Act, including his/her right to access, rectify, block, and erase personal data held about himself/herself by SIXT.

F. DECLARATION

I the Client hereby expressly, irrevocably, and unconditionally declare that I have read the terms and conditions of this agreement, the general terms of hire of SIXT and the terms and conditions of the insurance policy issued on the Vehicle and my signature on the agreement is an unconditional acceptance of all the terms and conditions here in referred to.

PRIVACY NOTICE

1. The Lessor will collect, store, and use the Client's personal data disclosed with respect to the Rental Agreement according to their legitimate interest, including: full name, telephone number, e-mail address, residential address, passport details such as number, issue and expiry dates, issuing body, date of birth, gender and other details specified in the Client's personal identification document (referred to as the Personal Data).
2. The Lessor will disclose the Client's Personal Data to their partner company, Cardoo Cyprus Ltd, registry code HE434654, Sotiri Michailidi & 28 Oktovriou, LOPHITIS INTERNATIONAL CENTRE, 7th floor, 3035 Limassol, Cyprus, email: privacy@cardooworld.com (referred to as the Partner), and other third parties, as the case may be, according to their legitimate interest for the following purposes:
 - 2.1. To perform as a guarantor for the Client's liabilities in favor of the Lessor;
 - 2.2. To arrange for the subsequent transfer of the Personal Data to a collection agent, either directly or via the Partner, as and when the Client may not pay their due under the Rental Agreement;
 - 2.3. To transfer to a credit reference agency details on the Client's payment discipline with respect to the Rental Agreement.
3. The Lessor undertakes to adopt all necessary organizational and technical measures to protect Client's confidential information and Personal Data from unauthorized and accidental access, destruction, modification, blocking, copying, as well as from other illegal actions.
4. The Lessor shall not disseminate confidential information and Personal Data without Client's consent or other legal basis.
5. The Client agrees that if they fail to pay any excess costs incurred by them as the result of the Client's use of the property (vehicle etc.) as per the Rental Agreement, the Client shall pay to the Partner a handling fee of up to EUR 500 (AED 2,000 if the Lessor is located in the UAE) in the Partner's discretion.