



TERMS & CONDITIONS

SIXT Malaysia (Euro Rent A Car Sdn Bhd) from now onwards designated as Lessor identified on Rental Agreement hereby rents to the customer(s) undersigned on page 1 of Rental Agreement (herein called 'Customer') the motor vehicle described on the Rental Agreement. (Herein called ('Vehicle')) subject to all the terms and conditions of the Agreement, in consideration whereof Customer acknowledges and agrees:

1. Vehicle is the property of Lessor and is in good mechanical condition. Customer will return vehicle, together with all tires, tools, accessories and equipment, in the same condition as when received, ordinary wear and tear excepted, to the place and on the date specified or sooner if demanded by Lessor. If vehicle has not been returned to such place on the date so specified and Lessor thereafter delivers or send to Customers at the address set forth on page 1a demand to return vehicle to Lessor at such location, Lessor may repossess vehicle at any time thereafter and at customer's expense. Lessor reserves the right to repossess vehicle at any time, without demand at Customer's expense if vehicle is illegally parked, is used for an illegal purpose or is apparently abandoned, Customer waives prior notice, pre-seizure hearing and judicial process as prior condition to Lessor's repossession.
2. The customer shall drive vehicle only when qualified to do so and whilst holding all necessary current license and permits and shall at all time drive vehicle in a careful and skillful manner and in accordance with Lessor's standard policy of insurance which is available for inspection at officers of **Euro Rent A Car Sdn Bhd / Sixt Malaysia**. Under no circumstances shall vehicle be used, operated or driven:
 - a) While the driver is under the influence of intoxication liquor or drugs;
 - b) For the transportation of persons or property for hire
 - c) By any person who, for any reason whatsoever, is not permitted to drive vehicle under the Road Traffic Laws
 - d) If vehicle is obtained from Lessor by fraud or misrepresentation;
 - e) In any race, test or contest;
 - f) To propel or tow any vehicle or trailer,
 - g) To instruct an unlicensed person in the operation of vehicle
 - h) For any illegal purpose; (1) by any person other than Customer. In the event that vehicle is used, operated or driven under any of the above-said circumstances, such use, operation and driving of vehicle shall be deemed to be without Lessor's permission.
3. Customer shall pay Lessor on demand
 - a) Time and Mileage charges computed at the rate shown
 - b) Basic, minimum, service, Collision Damage Waiver (CDW) and other charges, if applicable and entered.
 - c) Lessor's cost, including legal cost on a full indemnity basis, incurred in collection the charges due from Customer to Lessor, or in repossessing vehicle seized by a government authority as a result of Customer's actions;
 - d) Fines, penalties, forfeitures, court costs, and other expenses that may be assessed against Lessor but which are due by reason of Customer's care, custody, control or possession, operation or used of vehicle. All Charges are subject to final audit. If upon final audit an error is found in earlier calculation. Customer shall pay the corrected charges. The person signing this Agreement and any other person, firm or organization to whom the person so signing directs that charges be billed shall each be deemed a customer hereunder and shall be jointly and severally liable for the payment of all moneys due or to become due by reason of this agreement.

4. Customer or the driver of vehicle shall in no event be or deemed the agent, servant or employee or lessor in any manner or for any purpose whatsoever.
5. Customer releases. Indemnities and Lessor its agent and employees, harmless from claims for loss damage to Customer's personal property or that of any other person, left or carried in or upon vehicle, any service or premises of Lessor at any time or place prior to during or after the rental including upon repossession of the vehicle for violation of this Agreement.
6. Customer is responsible for and will reimburse Lessor on demand for all loss or damage of whatsoever kind or nature to vehicle or the tyres, windscreen, tools, accessories and equipment therein or thereon but customer's liability for such loss or damage shall not exceed the sum RM1500.00 to RM5,000 depending on car group with acceptance of CDW unless vehicle was used, operated or driven in violation of any provisions of this agreement shall not be liable to Lessor on account of non-collision losses to vehicle covered by a standard comprehensive insurance including losses due to tire and theft.
7. Without limitation of any general obligations or responsibilities imposed by other provisions of this Agreement, Customer shall be solely liable and responsible for all fines, penalties and forfeitures imposed for parking or traffic violations while the vehicle is held, used, operated or driven pursuant to this Agreement Customer shall indemnify and hold harmless Lessor in the event Lessor shall be required or shall elect to pay such fines and penalties on behalf of Customer.
8. Customer shall report any accident involving to Lessor within twenty four hours of the occurrence of the accident and to the pole or proper authority within the time prescribed by law. Customer shall supply such information drawings and assistance in connection with the accident as Lessor or its insurer may require. Customer shall not without the prior constant of Lessor give any instructions for any repair to vehicle or the replacement of any parts thereof rendered necessary by the accident.
9. No right of Lessor under the Rental Agreement may be waived except by a written instrument duly signed by a Director or Secretary Lessor.
10. In case Renter disputes the debited amount through his credit card company, Sixt will invoice the costs in this connection to Renter. The mentioned costs are payment to credit card provider and administrative costs in connection with processing of the case. If you are intending to assert a claim, you must send an official email to – reservations@sixt.com.my . If Renter's dispute is approved, the charged amount will be credited.
11. The Rental Agreement and vehicle cannot be assigned or transferred by the Customer.
12. Any service-to replacement of a part or accessory to vehicle during the rental must have Lessor Prior approval.
13. 'Notwithstanding any of the terms and conditions herein contained, the Lessor hereby states that it shall not be liable in any way to the customer in the event of any acts of God, Storm, tempest, lighting, flood, earthquake industrial strikes disputers or lockout or any other reason whatsoever resulting in the Lessor being unable to provide the Customer with the motor vehicles as herein provided'.
14. Interest will be chargeable at 2% per month for payment not settled within 7 days after return of the vehicle.
15. Customer or Companies with overdue payments will be referred to CTOS & CCRIS.
16. The rental agreement shall be interpreted according to Malaysian Laws.