

## TERMS AND CONDITIONS OF HIRE CONTRACT

The following terms and conditions are considered as part of the hire contract and are impartibly from it.

1. The period of this contract extends as long as the hirer keeps the vehicle, provided that the least hire period is twenty-four (24 hours).
2. The hirer required to be not less than 25 years old for all the vehicles including the luxuries vehicles, and the driving license not less than one year's old experience, and in case the hirer was involved in an accident under the age of 25 years provided from the Traffic report that the hirer's fault. Shall pay the obligatory fees BD 500/- as per Article No. 9.
3. The hirer must declare that he shall be present at Elite Rent a Car to submit the vehicle at the end of the contract period. When the hirer wished to extend the hire period he shall have to inform Elite Rent a Car of his wish at the end of contract period, provided that he pays.
4. The hirer must submit the car back on the time specified in the hire contract. Failure to abide with the condition shall result in the imposition of an hourly delay charge of BD 1/- for small vehicles, BD 3/- for medium vehicles. BD 6/- for large vehicles and BD 8/- for luxurious vehicles. Besides, Elite Rent a Car shall have the right to count monthly and weekly rent fares as per the daily rates.
5. The hirer must check the vehicle before receiving it. He must make sure all tools, equipment and accessories that should be in the vehicle exist thus he is committed to pay for them in case of their loss, theft or damage. No excuse shall be considered in relation to failure in checking such tools, equipment and accessories when receiving the vehicle.
6. The hirer shall cooperate with Elite Rent a Car in case the vehicle is required for the official test and registration, for periodical maintenance or for repair in the event of break down of the vehicle.
7. The hirer shall look after the vehicle with his utmost care and brings it back to Elite Rent a Car the same condition in which he received it when signing the hire contract. Failure to comply with this condition shall give Elite Rent a Car the right to withdraw the vehicle from the hirer at any time or place and terminate the hire contract provided that he shall be responsible for the damages incurred as a result of his misuse of the vehicle.
8. The hirer must notify the Directorate of Traffic and Licensing and Elite Rent a Car immediately when he experiences any traffic accident involving the vehicle and he must get/demand an official traffic accident report so that necessary measures are taken. Failure to produce such report, he shall bear the full legal responsibility of the damages incurred by the accident onto the vehicle and onto the others according to the circumstances and conditions of the results of the accident.
9. The hirer must notify the Directorate of Traffic and Licensing and Elite Rent a Car immediately when he experiences any damage or traffic accident known/unknown party involving the vehicles and he must get/demand an official traffic accident report so that necessary measures are taken. Failure to produce such report, he shall bear the full legal responsibility of the damages incurred by the accident onto the vehicle and onto the others according to the circumstances and conditions of the results of the accident. In addition to that the hirer is committed to pay the obligatory fees with

break down charges if the traffic report proves the hirer mistake or there is no second party or hit and run accident.

Obligatory and breakdown charges are as follows :

Vehicle Category	Obligatory Charge (BD)	Daily Breakdown Charge (BD)
Small Vehicles (A-B+)	150 /-	6 /-
Medium Vehicles (G-F)	200 /-	10 /-
Large Vehicles (G-K)	300 /-	25 /-
Luxurious Vehicles	450 /-	40 /-
Under age 25	500 /-	(Based on type of vehicle)

10. The hirer shall declare that he shall not remove the stickers of Elite Rent a Car or those of the Directorate of Traffic and Licensing off the vehicle. On violation of this condition the hirer shall be charged BD. 40 /-
11. This Contract is personal and the hirer has no right and shall not be legible in any situation to allow any person whose name has not been mentioned in the hire contract to drive the rented vehicle. In case of violation, Elite Rent a Car shall have the right to withdraw the vehicle at any time or place and terminate the contract. The hirer shall then be responsible to pay for all the damages onto the vehicles and onto the others as a result of this act despite the fact that the insurance policy does not cover damages resulting from the use of vehicle by other, non–authorized, people who have not been mentioned in the hirer contract.
12. The hirer shall declare to comply with Law No. (9) for the year 1979 issuing Traffic Law and the Ministerial Decree No. (28) for the Year 1979 of the Executive Bylaws if traffic, which, according to the law, bans driving while under the effect of Alcohol or drugs. In the case where the hirer violates the ban mentioned in this article. he shall bear the full legal responsibility of the damages that he incur upon the vehicles and the others while driving under the effect of alcohol or drugs.
13. The Hirer shall be fully and solely responsible for any accident he causes and for any damage or breakdown affecting the engine or any component of the vehicle and shall bear the full cost of repairs. The vehicle has a Third Party insurance. However, this provision may be exempted in case of payment of an extra charge sum on rent amount.
14. Elite Rent a Car have the right to cancel the contract and withdraw the vehicle from the hirer on violating any of the terms and conditions of this contract and demand him to settle outstanding dues immediately. Elite Rent a Car also have the right to take legal measure against the hirer and shall bear responsibility for all legal charges and expenses including the attorney fees and a 10 % interest on the delayed payment as from the due date.
15. The hirer once signed the car hire agreement on monthly basis will be committed until completion of his 30 days rental period.