

# RENTAL TERMS & CONDITIONS

## **1. Preliminary clauses**

- 1.1. On this page the company providing car rental service will be considered a Lessor, whereas the one applying for its services will be stated as a Client.
- 1.2. It is desirable to make orders for hiring Cars and for other services in advance. Orders are accepted through website, via phone calls, E-mails, Viber or WhatsApp applications, as well as at our offices.
- 1.3. In general, the reservation of Cars are made without requiring a prepayment, however in some cases the Lessor can require from the Client a prepayment or extra information for the reservation.
- 1.4. Those, who are under the influence of alcohol, narcotics, tranquillizers and harmful drugs for health, cannot sign the rental agreement and drive a Car.

## **2. The clients obligations and rights**

- 2.1. The Client is obliged to give precise data when making an order and inform the Lessor about the further changes at least 5 days prior to provision of services.
- 2.2. The Car is considered to be reserved by the Client, if the Lessor has given his/her written confirmation or an agreement has been signed on the Car reservation. The Car is considered to be rented if the bilaterally signed rental agreement is in force.
- 2.3. The Client pays no fine when refusing of the reserved Car or delaying the initial term of the rental if he/she has reported to the Lessor 48 hours prior to the rental term. On contrary, the Client pays a fine at an amount of 1 day rental price.
- 2.4. In the event that the Client failures to appear to pick up the reserved Car at the appointed time (no-show) without on advance notice or cancellation, a lead time of 3 hours will be applied starting from the Car collection agreed time, after which the reservation will be cancelled by the Lessor automatically.
- 2.5 After the rented Car has been received, the Client (or the individual who takes the responsibility of reserved Car rental by the agreement) will be considered a Renter and those driving the Car will be stated as Drivers.

## **3. The Renters/Drivers obligations and rights**

- 3.1. The Renter should be at the age of 22 to 70 and he/she should have at least 2 years' driving experience in order to sign the rental agreement.
- 3.2. It is the Renter that takes the responsibility for Car rental.
- 3.3. In case of physical persons, when signing the rental agreement, the Renter should present a valid driving license, a valid passport (or ID Card) as well as he/she should afford to provide a deposit (via holding it on bank Card, making payment in cash) or to make an additional payment (Super Collision) (the details are stated under the clauses 7.2 - 7.5; 8.9).
- 3.4. In case of juridical persons, when signing the rental agreement, the Renter should present a mandate by the organization, which should conclude the agreement, the authorized person's passport and a valid driving license.
- 3.5. The Renter has no right to hand over to sub-lease the rented Car.
- 3.6. Although the Renter assumes the responsibility for the Car rental, if other Drivers than the Renter drive the rented Car, they should have authorization too by the Lessor to drive the Car (it is stated about this in particular in the rental agreement). Without the Lessor's permission/authorization, the Renter has no right to allow another person to drive the Car.
- 3.7. If other Drivers than the Renter drive the rented Car, they should also be at the age of 22 to 70, have at least 2 years' driving experience and should present valid driving licenses. An additional sum is levied in order to give driving right to each additional driver.
- 3.8. The Driver is obliged to follow traffic rules when driving the rented Car. The Driver is responsible for the fines foreseen for infringements. The Driver should park the Car in special parking places. When parking the Car, he/she should close the doors and the boot of the Car, switch on the alarm warning system and not leave the keys and the documents in the Car. The keys and the documents should be with the Driver

and under his/her permanent control. In case of Car theft, the Renter is obliged to return the keys of the Car and the originals of the documents.

3.9. If the Driver notices technical disrepairs, he/she should immediately inform the Lessor about. In case there are technical disrepair of the Car or defect/loss of its spare parts by the Driver's fault, he/she is obliged to compensate losses totally. If there are technical disrepairs or defects not by the Driver's fault during the running of the Car and the further exploitation of the Car is dangerous, he/she has the right to demand to change the hired Car by another one of the same group (same type and class).

3.10. In case of an accident and loss/theft of the Car (or its spare parts), the Driver is obliged to inform the Lessor and the Police about it immediately (without moving the car in case of an accident), to assist in making protocols defined by law and proper certificates and present them to the Lessor.

3.11. In case of damage done by the Renter or the Driver to the third party or to their estate, the latter has no right to make demands to the Lessor and the Lessor doesn't bear any responsibility. The insurance company, due to the "Mandatory insurance of the motor-transportation means" agreement, "Casco insurance" contract, by the RA law on "mandatory insurance of the motor-transportation means" can exercise its subrogation rights exclusively towards the Renter or the Driver.

3.12. In case of the Renter's or the Driver's actions (inaction), breaking of the clauses of the insurance agreement, the Lessor does not bear any responsibility and the insurance company has no right to demand from the Lessor refunding of the sum of the insurance compensation (subrogation).

#### **4. The lessors obligations and rights**

4.1. The Lessor is obliged to get in touch with the Client within utmost 2 days after receiving the order, inform him/her about the possibilities to realize the order and answer the Client's questions in trustworthy details.

4.2. The Lessor is obliged to provide the Client with the reserved Car in due time. If the reserved Car has technical disrepairs, the Lessor is obliged to provide the Client with another Car of the same group (same type and model) at not higher price than the price of the reserved Car is.

4.3. If on the rental day the Lessor refuses to provide the Client with a Car according to the above-mentioned conditions, he/she should pay a fine at an amount of 1 day rental price.

4.4. The Lessor bears no responsibility for the lost or disappeared personal belongings in the rented Cars as well as for the passengers' health problems of the rented Cars.

4.5. The Lessor is obliged to do such maintenance of the rented Car within the period of the rental agreement which is not the result of the Renter's fault with the exception of the first necessity maintenance (changing of a spare wheel, charging of the cleaning liquid of the windscreen, changing of luminescence lamps, etc.).

4.6. The Lessor is obliged to eliminate the defects of the rented Car within a reasonable period without causing anxiety to the Renter or provide with another Car of the same group (same type and same model) if the Car has been damaged not by the Renter's fault and its further exploitation has become dangerous.

4.7. The Lessor is obliged to provide the Renter with all the necessary documents in order to exploit the Car.

4.8. In case of violating any clause of the rental agreement the Lessor has the right to take back the provided Car, cancel the contract unilaterally and not to refund any amount to the Renter and demand a complete compensation of the losses. In this case the Lessor bears no responsibility for the loss or damage of the things in the Car.

#### **5. Pick up and Drop off of the cars, exploitations rules**

5.1. It is permitted to run the rented Cars only on the territories of the Republic of Armenia and Nagorno-Kharabagh. The cars can be exploited also on the territory of Georgia (for at least 2 days rentals) on the basis of an official authorization issued on behalf of Lessor. Besides, the Renter is required to acquire insurance (see clause 8.1). The Cars, liable to hiring, do not have outer advertisement signs. The run of the Cars isn't limited.

5.2. The drawing up of the documents of the rented Cars, their handing over and reception are realized both at our offices and the Client's preferred place (including at the airport, in Yerevan, out of Yerevan) by additional payment. In any case the Client is obliged to come to an agreement with the Lessor in advance with regard to the place of the pick up and drop off of Car.

5.3. The working days and hours of our car rental offices are as follows:

from April 1 to October 31

Monday - Saturday: 09:00 - 19:00

from November 1 to March 31

Monday - Saturday: 10:00 - 19:00

Sunday and holidays: non-working.

5.4. The pick up and drop off of the Car at the offices of the company and in the city centre of Yerevan are realized without an extra payment.

5.5. In case the pick up or drop off of the Car is realized at the airport of Yerevan city the Renter should pay 9.000 AMD additionally.

5.6. In case the pick up or drop off of the Car is realized at the airport of Gyumri city the Renter should pay 25.000 AMD additionally.

5.7. In case of realizing the pick up or drop off of the Car at the mentioned address in Yerevan out of the city centre the Renter should pay 2.000 AMD additionally.

5.8. In case of realizing the pick up or drop off of the Car out of Yerevan the Renter, depending on the distance, should pay 500 AMD additionally for per 1 Km.

5.9. If the Renter realizes pick up or drop off of the Car on non-working days and hours he/she should pay 4.000 AMD additionally.

5.10. The hiring Cars are provided to the Renter in a proper state, technically faultless, clean and with a definite quantity of fuel tank. In the rented Cars an umbrella, a map, a spare wheel, necessary tools, first-aid kit, fire-extinguisher are provided free of charge. In winter months the Cars are provided with winter wheels.

5.11. The Renter is obliged to follow the rules of the Car exploitation and to charge the Car with high-quality fuel.

5.12. The Renter is obliged to return the Car in a proper state on the deadline as well as all the documents, additional equipment and accessories.

5.13. The Cars should be returned to the Lessor undamaged, technically faultless, clean and with the same quantity of fuel as delivered to the Renter. If the technical disrepair of the Car or the defect/loss of its constituent parts is the results of the Renter's fault, he/she should compensate completely the losses.

5.14. In case the Car has been returned to the Lessor not in a clean state an additional charge of 3.000 AMD should be levied.

5.15. In case the Car has been returned to the Lessor with the less tank of fuel than it was delivered a refueling service charge of 500 AMD should be levied for each missing liter of fuel.

5.16. During the pick up-drop off of the Car the Renter should examine the Car together with the Lessor's specialist and should draw up a corresponding pick up-drop off protocol concerning its condition which is the inseparable part of the agreement. Any defect of the Car is recorded in the pick up-drop off protocol. The Renter, before hiring the Car, should inform the Lessor about the disrepairs or other defects of the Car and make a corresponding note in the pick up-drop off protocol. The Renter, except for the recorded defects in the pick up-drop off protocol, has no right to indicate further defects.

5.17. Each party keeps the pick up-drop off protocol bilaterally concluded which is the cornerstone when examining and evaluating the defects and losses of the Car. Moreover, the Renter accepts that the Lessor has the right to find out who is responsible for the defects and losses. If the Renter refuses to sign the pick up-drop off protocol when returning the Car, the Lessor has the right to draw it up in the presence of 2 witnesses and use it, if necessary.

5.18. It is forbidden to transport explosives, inflammable, smuggled or other dangerous and interdicted goods by law when running the Cars.

5.19. It is forbidden to drive the Cars at contests and exploit as a tractor or an educational Car, with the aim of taxi service and goods transportation.

5.20. It is forbidden to repair technically the Cars on one's own (with the exception of the first necessity maintenance such as changing of a spare wheel, charging of the cleaning liquid of the windscreen, changing of luminescence lamps, etc.) and to install constituent parts.

## **6. The rental dates and calculation of the prices**

6.1. The minimal rental duration of hiring the Cars is for 1 day. The maximum rental duration isn't specified. The initial rental period is considered the moment when the Car is provided and the deadline is the returning date.

6.2. The longer the rental period is, the lower the one day rental price is. There are special prices for long-term orders as well as for regular customers.

6.3. If the rental period, except for full days, includes also extra hours, the calculation of the reservation system is done according to the following scale:

- 25% of 1 day rental price is calculated for up to 3 extra hours
- 50% of 1 day rental price is calculated for extra 3 to 6 extra hours
- 100% of 1 day rental price is calculated for more than extra 6 hours

6.4. The rental prices of the Cars include the charges for the technical maintenance, all the state taxes, public parking fees in Yerevan city (red markings), compulsory MTPL and CASCO insurance costs as well as the change of the Car during its technical maintenance.

6.5. The rental prices of the Cars do not include the driver's charges as well as those of fuel, Car wash and fines foreseen for infringements.

6.6. In order to give an authorization to other Drivers than the Renter to drive the Car 2.000 AMD is to be levied daily, however no more than 10.000 AMD for the whole rental period.

6.7. In case the rented Car is returned earlier than the deadline is, a recalculation is done based on the actual rental days and the corresponding price-list. Moreover, regardless of the returning hour, that day, as well as the following day are considered as full rental days. In the result of the recalculation the additional sum is returned to the Renter fully if the latter has informed the Lessor about it at least 48 hours before the deadline fixed in the contract. On contrary, no sum is refundable.

6.8 In case of prolonging the rental period it is necessary to inform the Lessor in advance and after getting the Lessor's consent, he/she should sign a contract concerning the extension of the rental duration.

6.9 In case of returning the rented Car later than the deadline is, regardless of the delaying reasons, the Renter should pay an additional amount:

- 50% of one day rental price in case of delaying up to 3 hours
- 100% of one day rental price in case of delaying for 3 to 6 hours
- twice of the amount of one day rental price in case of delaying more than 6 hours

6.10 If the Renter doesn't return the rented Car after 24 hours of the foreseen deadline due to the agreement, the Lessor can consider it as a Car theft and take the rented Car from any place without warning the Renter or can apply to the Police in order to take back the Car and proceedings against the Renter. In such cases it is the Renter that bears responsibility for the left things in the Car.

## **7. The total rental price, deposit and the payments mode**

7.1. The total rental price is the sum of the rental cost of the Car and the cost of the additional ordered services. The rental price is paid totally when signing the agreement. If a deposit has been paid in advance, only the final payment is made when concluding the contract.

7.2. Renter is obliged to make all the payments for the additional expenses and fines which have been calculated by the Lessor at the time of returning the Car according to the presented by him price-list. Therefore, Renter should provide with a Deposit when signing the contract by means of which the listed above expenses should be covered in case of necessity (those which are not compensated by insurance or are not considered as an insurance case).

7.3. It is possible to provide Deposit either via bank card or paying in cash. In case of bank card provision the deposit sum will be held if Renter does not acquire "super cover" (see clause 8.9), otherwise, if he acquires "super cover", his consent will be sufficient for charging the corresponding amount from his card. When holding a deposit, it is required to leave the same bank card details (card number and validity date).

7.4. If the rented Car is returned to the Lessor in a proper state and in due time, the Deposit is fully refunded to the Renter. If revealed additional expenses do not exceed the Deposit, they are compensated on account of the Deposit, and its remaining part is refunded to the Renter. If the additional expenses exceed the Deposit, no amount is refunded to the Renter, moreover, the sum of the additional expenses, which hasn't been compensated by the Deposit, is levied from him extra.

7.5. Deposit makes up 150.000 AMD for all the Cars with the exception of E Class, "Wagon" type Cars for which 200.000 AMD of Deposit is levied.

7.6. Payments can be made in cash (in AMD), via bank cards or via bank transfer. In case payments are made in foreign currency, the currency rates presented by the RA Central Bank are taken for granted which can differ from those displayed on this web page. In case payments are made via bank card (ARCA, VISA, MasterCard, Maestro, AMEX), the surcharge at 2% of the total sum will be applied.

### **8. The insurance and responsibility in case of damage/loss**

8.1 For the car to be exploited also on the territory of Georgia the Lessor, when delivering the car, issues CASCO insurance on behalf of the Renter for which 10.000 AMD is levied additionally. The mentioned price includes also special permission (authorization) for entering the territory of Georgia. Besides, when entering the territory of Georgia, the Renter is obliged to insure his civil liability of the vehicle – compulsory MCTPL insurance - during the whole stay on the territory of Georgia. In case of accident on the territory of Georgia, when the Renter was exploiting the car:

- without CASCO insurance then he/she bears the responsibility of the accident totally (damage, loss, car theft, fire, etc.) and is obliged to compensate the estate and personal damages, losses of both the hired Car, its passengers and the ones of the Lessor;

- without compulsory MCTPL insurance then he/she bears the responsibility of the accident totally (administrative fines arisen as a result of failing to register MCTPL insurance, damage, loss, car theft, fire, etc.) and is obliged to compensate the estate and personal damages, losses of both the third party, and the ones of the rented car passengers.

8.2. In case the insurance company does not compensate the loss of the rented Car or the third party (their estate, health, passengers), when the refusal to provide insurance compensation is due to the Renter's actions (inaction), including the violations of the insurance rules or in such cases when the loss isn't linked to insurance, the Renter is obliged to compensate the loss to the Car, third party (their estate, health).

8.3. Compulsory MTPL insures those losses which have been caused due to the transportation means to the injured party, its estate. The losses of the third party are compensated by the following way:

on the territories of the Republic of Armenia and Nagorno-Karabakh - personal losses (injuries to health and lost wages/incomes as well as the injured party's death) - 3.000.000 AMD should be paid for an insurance accident; losses to the injured party's estate - 1.800.000 AMD utmost should be paid.

8.4. In case the insurance company does not compensate totally the third party's losses or it does not compensate at all, it is the Renter that assumes the responsibility for compensating the losses exclusively. The Lessor doesn't bear responsibility for the losses caused to the third party by the Renter during whole the rental period of the Car.

8.5. CASCO insures the compensation of the losses of the rented Car as well as the driver's, passengers' personal losses in case of accidents, fire, car theft and other insurance accidents by the following way:  
Passengers'/driver's personal losses - 3.000.000 AMD utmost should be paid  
Damages of the Car totally, due to the insurance conditions, with the exception of the non-compensable sum.

8.6. The Renter, following the clauses of the rental agreement (including insurance contract) restricts his/her financial obligations essentially if he/she has informed about them to the Lessor on time (in case of necessity to the Police too).

8.7. In case of any accident, loss or damage the Renter should present a record defined by law as well as sufficient data about other parties of the accident or witnesses. The Renter, under no circumstances, should accept any third party's demands.

8.8. If the Renter has followed the traffic rules, the clauses of the rental agreement (including those of insurance contract) his/her responsibility towards the rented Car and its passengers, in case of insurance accident, is restricted to deposit, moreover

- If it is the Renter that is guilty of the insurance accident (or the guilty party is absent), the Renter compensates at an amount of utmost deposit.
- If the Renter isn't guilty of the insurance accident and there is a guilty party, the deposit is refunded totally to him/her.
- In case of loss of the constituent parts of the Car, damage or car theft, fire the Renter compensates at an amount of utmost deposit.

8.9. When signing the contract, Renter may substitute the responsibility, pointed by clause 8.8, for the surcharge of "super cover", which is not subject to reimbursement in all the cases and fully exempts from the compensations listed by clause 8.8. Per day price of "super cover" makes up:

- 8.000 AMD / per day – in case of 1-2 rental days;
- 6.000 AMD / per day – in case of 3-4 rental days;
- 5.000 AMD / per day – in case of 5-7 rental days;
- 4.500 AMD / per day – in case of 8 and more rental days.

When purchasing super cover, it is required to leave either any bank card details (card number and validity date) or the deposit at 70.000 AMD (for non-insurance cases).

8.10. If the Renter hasn't followed the traffic rules or any clause of the rental agreement (including that of insurance contract), he/she bears the responsibility of the accident (damage, loss, fire, etc.) totally and is obliged to compensate the estate and personal damages, losses of both the rented Car, its passengers and of the Lessor and the third party.

### **9. Additional services**

9.1. You can also use the following additional services when hiring the Car:

- Baby car seat - 4.000 AMD/per day. When renting it for 5 and more days, 20.000 AMD is levied irrespective of number of days.
- Navigation system - 3.000 AMD/per day. When renting it for 5 and more days, 15.000 AMD is levied irrespective of number of days.
- Driver's service - 9.000 AMD/per day
- Portable Wi-Fi Internet - 1.300 AMD/per day.

You can get acquainted in detail with the above-mentioned services by visiting the page "Other services".

9.2. The presented rental conditions and obligations on this page also refer to additional services.

### **10. Force Majeure**

The parties are relieved of the responsibility if the obligations haven't been fulfilled due to force majeure circumstances (earthquake, flood, war, cessation of communication means, etc.).