

DCH Vehicle Rental Terms and Conditions 2012

Car Hire important information:

A credit card imprint is required on pick up. Persons under 21yrs of age and/or licensed less than 2 years may not drive the vehicle.

Included Kilometres: Unlimited kilometres are included in the price for all vehicle hires in 2012.

Additional drivers: One (1) additional driver is included at no extra cost, though they must be noted on the Rental Agreement beforehand and be eligible to drive the vehicle as an Authorized Driver, as per the T&C. Any additional drivers are at extra cost of 4 Eur per day per person, maximum 28 Eur per rental, payable directly on pick-up.

SCDW-Super Collision Damage Waiver Insurance (Car Hire Excess Insurance): SCDW (Top Cover Insurance which eliminates the Excess) is available upon request for an extra daily charge of 7-20 Euros depending on Group, payable directly upon pick-up.

If you do not intend to take up the SCDW Insurance offer, we highly recommend you obtain your own Car Hire Excess Insurance beforehand. Please ensure you have fully comprehensive travel insurance that also covers Car Hire Excess as you may be able to claim the excess amount from your insurer in the event of a claim. In case of an accident the excess amount is to be paid direct to Hire Company Car Hire. In the event of an accident, you must ensure you obtain a police report immediately.

Excess Amounts (2012):

GROUP A – EUR 411
 GROUP B – EUR 411
 GROUP C – EUR 616
 GROUP D – EUR 616
 GROUP E – EUR 616
 GROUP F – EUR 616
 GROUP H – EUR 616
 GROUP I – EUR 740
 GROUP J – EUR 740
 GROUP K – EUR 740
 GROUP L – EUR 740
 GROUP M – EUR 822
 GROUP N – EUR 822
 GROUP O – EUR 1233
 GROUP P – EUR 1233
 GROUP R – EUR 1849
 GROUP S – EUR 1849
 GROUP T – EUR 1849

In these Rental terms and conditions (a) Hire Company means Hire Company Car Rental Croatia, (b) "the Renter" means the person, firm or organization by or on behalf of whom vehicles are rented under these Terms and Conditions; (c) "the Authorized Driver" means the person responsible for complying with these Terms and Conditions, (d) "Additional Driver" means any other person responsible for complying with these Terms and Conditions. The Renter will ensure that any Authorized or Additional Driver will comply with these Terms and Conditions; (e) "The car" means the vehicle rented to the hirer, as described on the voucher; (f) "the Renter, the Authorized Driver and the Additional Driver" shall be replaced by the words "the User" in the following text.

1. Authorized driving - Only persons over 21 who are in possession of a valid driving licence at least 2 years (2x 365 days) are allowed to drive the rented car in Croatia. The Croatian Traffic Law permits no exceptions.

Under no circumstances shall the rented car be used, operated or driven:

- a) By person who is not mentioned as driver in the Rental Agreement
- b) For the carriage of passengers or property for reward
- c) By persons who enter the Rental Agreement under false indication as to their age, licencing age, address.
- d) In any race, speed test or contest
- e) To propel or tow any other vehicle or object
- f) By any person while under the influence of alcohol, barbiturates, narcotics, hallucinatory or other drugs
- g) While the car is unroadworthy condition or overloaded, the number of persons officially permitted in the car registration documents and additional luggage limits is not respected.
- h) Off highway or road serviced by federal state or provincial governments
- i) With speed higher then limits defined by law of the country where the car has been driven, or other traffic regulations due to traffic conditions.
- j) In violation of the provision of any legislation, order or regulation affecting the use, loading or condition of the car or for any illegal purpose.

The foregoing restrictions are cumulative and each of them shall apply to every use, operation or driving of the rented car in Croatia or any other country. Hire Company Car Rental cannot be held liable for any loss or damage whatsoever caused by renter's failure to comply with the above restrictions.

2. Delivery and return of the rented car - Hire Company has exclusive right to the usage of vehicle and its rent, and the vehicle is delivered to User in good mechanical condition. User will return the car together with all tyres, tools and equipment, stated on page 1 of the Rental Agreement and page 1 of the Check-out/Check-in Form, in the same condition as when received, ordinary wear and tear excepted, to the place and on the date specified on page 1 of the Rental Agreement. Cars are rented at a daily rate according to the agreed charge, one day being defined as any period of 24 hours from the time of commencement of the Rental Agreement. A grace period of 59 minutes is allowed for after time due back. After this a day's charge will be made.

3. Settlement of account - User will pay to Hire Company within 1 day after receipt of the invoice or in case of cash rental at the time of delivery of the car as agreed on page 1 of the Rental Agreement: the time, mileage and other charges agreed upon in the Rental Agreement. The amount is to be paid in accordance with the tariff in force at the time this agreement has been entered into. If settlement of the invoice is not received in time, legal interest will be charged. Whenever the car is returned to a station other than the one it was originally rented from, the final account computed by that station is subject to approval by renting station which delivered the car and which reserves the right to send a corrective invoice. With signature of this agreement User has obliged, with his credit card or other way of payment, Hire Company to charge any of costs, repairs or other defects or losses which have been discovered after the car has been returned and User did not notify Hire Company according to the procedure.

By signing the Rental Agreement, the User confirms & consents that:

1. The Renter
2. The Authorized Driver, and
3. Any Additional Driver/s

are all to be held liable for settling all the charges arising from the Rental Agreement, in case the Renter & the Driver refuse to settle either partially or in full any of the charges arising from this Rental Agreement;

4. Prolongation of rental - In the event that the User requires a car for a longer period than the agreed rental period, the User must obtain written consent from Hire Company at least 24 hours prior to the termination of the agreed rental period. In the event that the User fails to obtain such consent, the User will be considered to have misappropriated the vehicle. In this case, Hire Company reserves the right to take any legal action necessary to recover said vehicle. In case the User returns the vehicle after the agreed date of delivery of the vehicle, and during the rental period the prices changed, new prices will be applied as of the day of the agreed date of delivery of the vehicle.

5. Mileage - the number of km's whilst the car in the rental pursuant to this agreement, shall be determined by reading the factory installed odometer.

6. Vehicle condition upon return - The User undertakes to return the car with all tyres, tools, audio equipment and other accessories in the same condition as when received to the place and on the date set down overleaf. If special cleaning is required for whatever reason, the Hire Company will make a separate charge to cover the cost of any cleaning and/or repair work required. If at the end of the rental it is found that the odometer has been tampered with during the rental, the User will be charged an additional 500 km's for each day of the rental with kilometre price in accordance with the valid tariff.

7. Fuel - All Cars are supplied with a full tank of fuel. If a Car is delivered to the User, the User is liable for the cost of the fuel from the time it leaves the Hire Company's branch until such time as it is returned to a Hire Company branch. All Cars will be refuelled upon return to a Hire Company branch at the prevailing Hire Company rate per litre. Hire Company reserves the right to charge the refuelling charge according to the decision of the Management.

8. Maintenance - The User agrees to take good care of the car and to check the engine and automatic gearbox oil regularly, whenever the latter exists in the rented car, as well as the water in the radiator, battery and tyre pressure. The oil has to be changed every 5000 km's. The User is liable to pay all the damage caused by insufficient maintenance. In the event that a car on rent reaches the mileage at which a routine service is due, the User undertakes to notify the Hire Company and make that car available to the Hire Company for such servicing to be carried out or for the car to be replaced at the Hire Company's discretion.

9. Breakdowns - Repairs or replacements of vehicle parts have to be done only at the official dealer after previous authorization by the station the car was rented from. Refund of expenses is made against receipt of registered workshop that has affected the repair, but replaced parts have to be presented obligatorily. In case the repair was affected outside a registered workshop and the replaced parts are not returned, the expenses will not be founded. In case any part of the vehicle or kit is exchanged or lost, indemnity amounting triple daily market price of the exchanged or lost part of the vehicle or kit will be charged.

10. Tacho graph - The truck User is materially responsible for the rented vehicle and any eventual damage to the tacho graph in accordance with the Road Traffic Security Law.

11. Documents, keys and number plates - All cars are delivered with the papers necessary for crossing the border. The User is responsible for these documents. In case of losing the documents, keys, plates etc., the User will be charged and is obliged to cover all costs of replacements.

12. Personal insurance SCDW - For an additional daily charge (SCDW), the amount of which is determined as per the valid tariff, the passengers are insured up to the insurance policy amount in the case of death or disability as a consequence of an accident provoked by Hire Company's car. Also, the Excess is reduced to NIL with SCDW. **We highly recommend you purchase SCDW or your own Car Hire Excess Insurance including Personal Insurance (often available in your Travel Insurance).**

13. Insurance CDW (Collision Damage Waiver) – The price you pay already includes the basic comprehensive insurance needed should you be involved in an accident. This includes Legal Liability, Third Party and Public Liability insurance. In addition, rates also include Theft Protection and Collision Damage Waiver with a non-waive-able Excess between EUR 411 and EUR 1849 depending on the rental car group (see page 1). In case of any damage for which the User is responsible or in the case of damage caused by the User's ignorance of one or more terms of the Agreement, the User is to settle the damage up to the full value of the car - except if the responsibility is waived by paying an additional daily charge as defined in the valid tariff (SCDW = Super Collision Damage Waiver; also known as Car Hire Excess Insurance).

The insurance does in no way cover:

- damage to the tyres,
- damage to the underside, clutch and gear box, the inside of the car and the windshield due to the Renter's carelessness
- damage to engine due to lack of oil or filling the car with wrong fuel or careless driving
- damage caused by a driver being influenced by alcohol or drugs
- damage caused by an unauthorised Driver
- any damage not reported to the nearest police station

14. Fire and Theft - The User accepts responsibility for any loss or damage to the car caused by their wilful act or negligence or if the User has in any other way ignored the terms set forth in the agreements. By paying a daily surcharge for SCDW, according the valid tariff, the User is provided coverage up to the full value of the vehicle and therefore may be charged only up to the amount of the non-waivable excess charge. Excess deduction depends on the type of car.

15. Accidents - Any accident must immediately be reported to the nearest police station and to the Hire Company station that delivered the car and the User is will not use the car whilst it is in an unroadworthy condition. A report - a special form, supplied together with car documents, as well as his/her written statement describing the damage / accident, must be filled with complete details of the damage / accidents and must be sent immediately to the Hire Company office which delivered the car. User shall cooperate with Hire Company in the investigation and procedure of the respective accident. The User is held liable for all expenses if the terms of this Article are not respected. Replacement car will be provided if necessary.

16. Property loss - Hire Company shall not be liable for loss or damage to User's property or property of any other person, stored or transported in or upon the rented car, service car or business premises of Hire Company. By signing this agreement, the User expressly waives all claims for such loss or damage against Hire Company.

17. Amendments to the Rental Agreement - No term or condition of this agreement may be waived or modified without prior written consent from Hire Company.

18. All employees of Hire Company Car Rental have the right to control any car at any time. If it is found that the User has violated any of the terms of this agreement, the employees of Hire Company Car Rental are authorized to seize the car. Hire Company unconditionally reserves the right to terminate the Rental Agreement, regardless of time and place, before the termination of the rental period and shall not be held liable to compensate the User for any possible loss or damage.

19. Important! User is responsible for all traffic violations that occur during the rental period. The User is liable for all traffic offences incurred during the period of hire. If these remain unpaid they will be charged to the User, together with an administration charge. Hire Company reserves the right to charge the abovementioned charges without prior notification to the User. Government taxes and other levies will be charged as required by current legislation.

20. In these terms Hire Company is defined as an independent Hire Company Car Rental company.

21. By signing the Rental Agreement, the User unconditionally agrees & accepts Hire Company's standard Terms and Conditions and warrants the accuracy of the abovementioned data and accepts Split as the exclusive place of jurisdiction in case of litigation.

IMPORTANT! – Vehicle repairs required abroad

In case of a car defect abroad, the User is obliged to contact the nearest Hire Company office for the purpose of repair. The repair charge will be refunded upon submitting the original repair bill issued by any Authorized repaired shop and presenting the replaced part. When crossing the State border, Customs Officers should examine and verify the bill.