

TERMS AND CONDITIONS

Lessor hereby rents to hirer and hirer takes on rental the motor vehicle described overleaf (hereinafter) called "the vehicle") subject to all the terms and provisions of this agreement.

1. The hirer acknowledges that he has received the said vehicle in perfect operating condition and clean. The tyres are in good condition and without any puncture. In event of damage to any of them by any cause other than the normal wear, the hirer agrees to replace the same forthwith at his expense with a tyre of the same dimension and in the equivalent state of wear.
2. Hirer will return vehicle to the lessor together with all tyres, tools, accessories and Equipment in the same condition as when received to the place and the date and time specified overleaf and will use vehicle in reasonable manner at all times. If delivered after the 25th hour, an extra day charge will be considered. Moreover fuel shall be refilled according to the amount used. Also, the vehicle must return clean as originally given to the lessee. Any of the above will be charged as extra payment after the rent and taken directly from the hirer's credit card.
3. The hirer undertakes to state to the lessor his home address and telephone number.
4. Vehicle will not be used:
 - 1)a. For the carriage of passengers, for hire or reward.
 - b. Knowingly for and unlawful if immoral purpose.
 - c. To propel of tow and other vehicle of trailer.
 - d. For racing, pace making, reliability trails, speed testing or driving tuition
 - e. To carry a greater number of passengers and/or more baggage Than recommended by the manufacturer or carriage of good.
 - f. By any person who has given a flotation or false name.
 - g. By any persons other than the hirer who signed the rental agreement or who has been nominated as a driver and approved by lessor or by an authorized motor vehicle repairer in the event of an accident or breakdown.
 - h. By any person who has within the preceding period of three years been convicted of any motoring offence, accept-parking offence or involved in any accident unless details have been disclosed to lessor.
 - i. By any person not holding a valid driving license
 - j. By any person under 18 years of age and over 70 years of age.
 - k. By any person with less than 2 years driving experience.
 - l. By any person under the influence of drugs and/or alcoholic drinks.

Breach of any of these undertaking empowers the lessor to demand return of the vehicle forthwith.

- ii) The hirer undertakes to keep the said vehicle closed and locked when not in use
- iii) The hirer shall in no event assign, sell mortgage, pledge or otherwise dispose of the contract, the vehicle, it's equipment, tools or other accessories or treat

someone in any way detrimental to the lessor.
iv) The vehicle shall not be overloaded (at and circumstance). The lessee is responsible for any damages caused by such an event.

5. hirer expressly acknowledges personal liability to pay lessor or demand;
 - a. Loss of hire collisions damage waiver and miscellaneous charges including insurance changes at rates specified in this agreement.
 - b. All fines and court costs for parking or other offences incurred in relation to vehicle by hirer from the commencement of this agreement until vehicle is returned, except where caused through fault of lessee.
 - c. Lessor's costs including the reasonable legal fees incurred in collecting the Payment due from the hirer hereunder.
 - d. Lessor's costs, to repaired collision or other damages to provide, however hirer's liability for such damages:
 - i) Shall not exceed the maximum damage liability of €236.40c to €472.81c in the accordance with vehicle type or group as established from time to time by the lessor
 - ii) Shall be waived if hirer has purchased in advance the collision damage waiver of excess as evidenced by his initials in the box provided for such purpose on the rental agreement overleaf.
 - e. The applicable rental price or charge for the hire of the vehicle from the lessor and all other charges as indicated on the rental agreement overleaf.
6. Exclusion list for Collision damage Waver (CDW):
 - a. Driver under the influence of drugs or alcohol
 - b. If the renter did not stop after an accident and did not take the necessary actions, e.g.: notifying the police of the accident legally requires it, calling Burmarrad Rentals & Leasing, obtaining names and addresses of parties and witnesses involved, ect.
 - c. Use of alert/illegal purposes, e.g. smuggling, theft, illegal transport of items, or goods, ect.
 - d. Driving whilst overloaded, over the limit permitted according to the vehicle circulation permit.
 - e. Driving by unauthorized persons, i.e. under the age restrictions, not declared and written on the rental agreement, ect.
 - f. Using the vehicle for any kind of races or competitions, including racing and pace making.
 - g. Driving the vehicle anywhere than authorized roads, like on beaches, inappropriate roads, hills, ect.
 - h. Proven willful violation of traffic lights, stop signs, and speed limit, just proven willful entry into counterblow traffic, had proven willful entry into wrong end of one-way street.
 - i. Any accident caused by gross negligence as determined by a Maltese court of justice.
 - j. Damages to the underside or the wheels and tyres of the vehicle.
7. The cost of fuel shall be for the hirer's account.

8. Hirer must inform lessor immediately of any loss/damage occurring to the vehicle and of any fault reasonably requiring repair, developing therein and must not in the case of damage or fault which makes vehicle unroadworthy or liable to cause danger to any person or property use vehicle until such damage or fault has been repaired or corrected. On no account may mechanical or other repairer or maintenance work be carried out on the vehicle by the hirer or third parties.
9. Lessor shall not be liable for loss of or damage to any property left, or transported by the hirer or any person in or upon vehicle either before or after the return thereof to the lessor nor for any claims based upon or arising out of such loss or damage.
10. Hirer participates as an insured under a motor vehicle insurance policy, a copy of which is available for inspection by the hirer at the head office of lessor. Said policy contains unlimited cover respect of third party liability for death or bodily injury and €118,203 third party liability limit in respect to property damage. Hirer agrees further to protect the interest of the lessor and the insurance's company in case of accident during the respect to property damage. Hirer agrees further to protect the interest of the lessor and the insurance's company in case accident during the term of this rental by:
- Making every endeavor to obtain names and addresses of parties involved And of witnesses.
 - Not admitting liability of guilt and in no event to discuss liability, deal or settle with the party or parties involved in the accident.
 - Not abandoning the vehicle without adequate provision for safety guarding and secure it.
 - Call the nearest office of the lessor by phone even in case of slight damage and by giving a detailed report including a diagram to lessor.
 - Notifying the police immediately in all cases especially if another party's guilt has to be ascertained of if people are injured.
11. Any extensions on the hire of the vehicle must be notified to lessor immediately And personally must be accompanied by immediate payment of the applicable rate for the period so extended. Failure to do so means that driver is driving the vehicle without insurance cover and will render hirer liable to criminal prosecution.
12. Lessor has maintained vehicle to at least manufacturers recommended standard, but shall not be liable for any consequences arising from any defects or mechanical failures of the vehicle although all reasonable precautions have been taken to prevent such happenings.
13. The additions to or alterations of the terms and conditions of this agreement shall be null and void unless agrees upon in writing by the parties.
14. All refrigerated vehicles are equipped with an extension for connection to electricity supply. No other extension is to be used nor it is to be tempered with. Should hirer require the extension to be modified, any such modification must only be carried out by lessor's, which relative cost will be charged to hirer's account.
15. Hirer is aware that transportation of inflammable or explosive material whatsoever is not covered by the motor insurance policy. Any damages, injury

will be the sole responsibility of hirer.

16. (Only applies if renting scissor lift cherry pickers, tug masters, fork – lifters, skid steer loaders and any other industrial machinery and / or equipment). Lessee shall insure the unit and its use under his own material damage policy as well as public liability policy.
17. As per exception 4, in the motor insurance policy, the policy will not insure liability arising out of the operation as tool of the motor vehicle or of plant forming part of the motor vehicle or attached to it.

18.1 Use of the vehicle hire is strictly limited to the islands of Malta and/or Gozo. Lessee is prohibited from removing the vehicle from the confines of the islands of Malta, even temporarily, without the Lessor's prior consent in writing. Such consent may be withheld and the Lessor shall not be bound to justify its decision so to withhold its consent. The Lessor reserves the right to demand extra payment and/or security when granting its consent as aforesaid.

18.2 Use of the vehicle outside the territory of Malta is at the Lessee's sole risk. Lessee acknowledges that whilst abroad, the vehicle's insurance coverage is limited to 3rd party liability only and no roadside assistance whatsoever is granted or warranted by the Lessor in the event of breakdown. Without prejudice to any of the other terms and conditions generally and the provisions of clause 12 in particular, any and all expenses involved in repairing the vehicle while abroad (including parts and labour) as well as any expenses incurred in the towage and/or shipping of the vehicle back to Malta and any other expenses incidental or conducive to the foregoing, shall be borne by the Lessee in all cases, irrespective of the cause of the breakdown and howsoever arising. In the event that the Lessee fails to return the vehicle to Malta, the Lessee undertakes to pay unto the Lessor the sum of two thousand five hundred Euros (€ 2,500.00) by way of penalty due for mere delay not subject to any abatement by any court, in addition to an amount equivalent to the Daily Rate stipulated in the rental agreement for each day or part thereof the Lessee remains in default and to any and all labour and other costs, fees and expenses which actually incurred by the Lessor in retrieving the vehicle. Should the vehicle be stolen whilst abroad, the Lessee undertakes and binds itself to pay unto the Lessor who accepts, a sum equivalent to the market value of the vehicle at the time it is stolen or the value for which it was insured locally, whichever is the higher.

19. All disputes arising from or in connection with this present lease shall be determined in accordance with the laws applicable in Malta from time to time by the courts of Malta, to whose jurisdiction the Lessor and the Lessee hereby submit.

20. On receipt of the LES notice, we will send you a notification email together with scanned copy of the original fine and an invoice with same value of the fine plus administration fee of EUR 20 (VAT incl.). Should you decide to contest or pay the fine yourself, you are to inform us within 10 days from the date of notification email. If we do not receive any response within the given period, we will pay the fine on your behalf and original invoice issued by BC Ltd will be due in full. If you advise us that you will settle the fine yourself, all we need is a copy of the receipt. On receiving this we will issue a credit note to reverse the invoice issued in full. BC will either invoice or debit the client's credit card provided.

The Lessor:

The Hirer:

Date:
