

## Terms & Conditions

### 1. Rental Period

The terms and conditions of this agreement apply to any vehicles, including replacement vehicles, rented from WAHDAH. The Renter shall rent the vehicle for the rental period stated in this agreement. WAHDAH may agree to extend this rental period at own discretion. If the renter fails to return the vehicle at the end of the period, WAHDAH shall either charge the rental at the contracted rate for the period of time renter has possession of the vehicle or WAHDAH resumes possession of the which case the renter shall be liable for all costs and expenses incurred by WAHDAH in resuming possession of the vehicle. The Renter shall return the vehicle, together with all tyres, tools, accessories and equipment to the WAHDAH station specified on the enclosed rental agreements (location & date).

### 2. Renter's Responsibilities

- The Renter shall ensure the vehicle and keys is kept good condition at all times during the period of rental. The Renter shall ensure the vehicle is kept locked when the vehicle is not in use, and the Renter will incur a charge a charge (which WAHDAH will set from time to time) for lost keys. The Renter shall utilize any security device fitted to or supplied with the vehicle. The Renter must ensure that the correct fuel is used for the vehicle.
- The Renter shall be fully responsible for any damage to the exterior part of the vehicle (front, rear, upper, lower sides and under carriage) caused by hitting any object. This applies irrespective of whether or not the Renter has opted for the super collision damage waiver and collision damage waiver in accordance with clause 6
- The renter shall not sell, rent, remove, replace or dispose of the vehicle or any of its parts thereof. The Renter shall not grant any person (s) any legal ringht over the vehicle.
- The Renter shall not carry out any repair or service work on the vehicle without out obtaining the written permission of WAHDAH.
- The Renter must notify WAHDAH immediately as soon as the Renter is aware of a defect of damage in the vehicle and the Renter is liable for all damage and loss (including theft) caused to the vehicle during the period of rental.
- Upon the end of the rental period .the Renter shall return the vehicle to the agreed return location, during the operating hours displayed at the rental location and WAHDAH's staff shall examine the vehicle to ascertain that the vehicle to is in good condition. Where WAHDAH has agreed that the Renter may return the vehicle outside operating hours, or where the Renter has requested collection of the vehicle. The Renter's liability of damage, theft, parking violations and charges shall extend to middayof the first working day following the collection time (working day is defined according to station operating hours or the time of re-inspection of the vehicle by a member of WAHDAH's Staff.
- Damage to the vehicle includes damage and/or loss of glass, tyre rims, vehicle light, tyre and interior accessories.
- The renter shall pay for repairs is the vehicle requires more than WAHDAH standard cleaning, or if the vehicle has been damaged on the interior or exterior (whether or not it is the Renter's fault).
- The renter shall ensure on the return of vehicle that the renter has not left any personal belongings in the vehicle and WAHDAH shall not be responsible for any of the Renter's personal belongings left in the vehicle.

### 3. WAHDAH Responsibilities

WAHDAH shall maintain the vehicle to the manufacturer's recommend standard. WAHDAH undertakes to ensure that the vehicle is in roadworthy condition and suitable at the beginning of the rental period.

### 4. Condition for using the vehicle

- The vehicle shall not be operated by any person(s) who has given to WAHDAH a fictitious name or false age or address.
- The vehicle shall only be driven by person(s) named overleaf, or by anyone WAHDAH authorizes in writing. Anyone driving the vehicle must have held a valid full current driving license for at least one year.
- Probationary license holders are strictly not permitted to drive WAHDAH vehicle.
- The renters or any authorized driver shall not :
  - Use the vehicle for hire to rewards.
  - Use the vehicle for any illegal purpose.
  - Use the vehicle off-road, or racing, pacemaking, testing the vehicle's reliability and speed, to propel or tow any vehicle or trailer or to teach someone to drive.
  - Use the vehicle under the influence of alcohol, drugs or any other illegal substances as determined by the authorities.
  - Carry a number of passenger and/or baggage which could cause the vehicle to be overloaded or to transport goods in violation of customs regulation or any illegal manner as determined by the authorities.
- During the period of rental, the use of the vehicle is restricted strictly within Peninsular Malaysia.
- Entry to Thailand is strictly prohibited.
- Durians, mangosteens and any other fruits bearing strong odor is strictly prohibited in the vehicle.

### 5. Charges

The renter shall pay the following charges :

- The rental charges and other optional charges at the rates shown overleaf.
- Any charges for loss or damage resulting from non-compliance of Clause 2 and 4.
- A refueling charge if the renter has utilized, and not replaced, the fuel WAHDAH supplied originally. The refueling charge is accordingly to the rates published at the rental location. Unless at the time of execution of this Agreement a sum has been entered overleaf (Prepaid Fuel), in which event Renter has opted to pay that sum for a full tank of fuel, it is agreed by the Renter that no credit will be granted for any unused fuel at the termination of the rental.
- On demand, all fines and court cost for parking, traffic or other offence (including any cost which arise if the vehicle is clamped or towed). The Renter must pay the appropriate authority any fines and cost failing which, the Renter shall be responsible to pay WAHDAH an administration fee of Ringgit Malaysia Twenty (RM20.00) when WAHDAH deals with these matters.
- On demand, the full cost of repairing or replacing the vehicle if it is damaged or stolen (even if it is not the Renter's fault). The Renter may not have to pay the whole of the cost of repairing or replacing the vehicle if the Renter has accepted WAHDAH Risk Protection Program (Insurances) as shown overleaf (subject to Clause 6).
- On demand a loss of income charges. WAHDAH will charge the Renter at the contracted rate if WAHDAH is unable to rent out the vehicle on the grounds it needs to be repaired or is a total loss and WAHDAH is waiting to receive full payment of the vehicle's value. WAHDAH shall not charge the Renter for more than 30 days loss of income. The renter shall also be liable to a charge for any diminution in value of the vehicle on resale as a result of damage to the vehicle during the rental period.
- On damage any charges made by the authorities as a result of seizure.
- Any rates for delivering and collecting the vehicle which WAHDAH will set from time to time.

- Interest on any amount the Renter does not pay WAHDAH on time, at the rate of the ten per centum (10%) per annum for the due date until the date of payment of the amount due.
- On demand WAHDAH costs including legal fees where permitted by law, incurred in collecting payments due from the Renter hereunder.
- Value added tax and all other taxes and levies on any of the charges listed above, as appropriate.

The Renter is responsible for all charges. If the Renter intends to pay by credit card or charge card the the Renter's signature overleaf shall constitute authority for WAHDAH to compute and debit the final total charges against the Renter's account with its specified card issuing organization, including charges due as a result the theft of or damage to, the vehicle and any fines and court costs for parking and traffic offences as described in clause 5 (d).

### 6. Risk Protection

The rental charges under this Agreement includes motor third party insurance. This provides coverage in respect of property damage,3rd party bodily injury and death liability. WAHDAH will provide Super Collision Damage Waiver, Collision Damage Waiver and Theft Protection if the Renter has indicated his acceptance by signing on the appropriate boxes overleaf. If the Renter accepts these, the Renter still has to pay the excesses as shown overleaf each time the vehicle is damaged or stolen ( even if it not the Renter's fault) The benefit of Super Collision Damage Waiver. Collision Damaged Waiver and Theft Protection may not apply in circumstances where the Renter has utilized the vehicle in an abusive manner or as specified in Clause 4. The Renter can obtain details of WAHDAH Risk Protection Program (including the main exclusion) from any WAHDAH location. Should the Renter purchase Personal Accident Insurance ( PAI) and or Super Personal Accident Insurance ( SPAI) as indicated overleaf he shall obtain cover under the terms of the insurance policy supplied by WAHDAH. The Renter is bound by and agrees to the terms and conditions of the insurance policy.

### 7. What to do in case of accident or theft

- In the event of an accident the Renter shall not admit responsibility or liability. He must get the vehicle registration details, names and addresses of the parties involved, including witnesses.
- The Renter agrees not to abandon the vehicle without adequate provisions for securing and safe guarding the vehicle.
- The Renter shall immediately or within 24 hour upon the occurrence of an accident inform the police authorities and WAHDAH nearest office. The Renter shall then fill in WAHDAH Accident Report form (which must also be filled if the vehicle or its accessories is stolen) and send it to the nearest WAHDAH office within 24 hours. The Renter shall remain liable irrespective of whether he has completed this form with full details.

### 8. Information

WAHDAH shall maintain the personal information on the form overleaf as part of WAHDAH records to assist WAHDAH to maintain and improve its administration and management of its car rental business. In order to further enhance the car rental services and specify rentres preferences, WAHDAH may also add details of the Renters name and address to WAHDAH marketing database so that WAHDAH may for time to time notify the Renter of new services and offers. WAHDAH shall reserve the right to disclose the Renter's information to the relevant authority if required.

### 9. Termination of Agreement

Upon the occurrence of one of the following event:-

- If the Renter shall fail to cause any punctual payment of rental or any amount due hereunder.
- If the Renter shall fail to observe or perform any condition, term or covenant herein;
- If the Renter suffers any distress or execution to be levied on the Renter's goods or being a company make arrangement or arrangements with its creditors or enter into liquidation whether compulsory or voluntary or have a receiver appointed or winding-up order or proceedings is levied threatened upon the Renter or any judgment against the Renter shall remain unsatisfied for more than thirty (30) days.

### 10. Governing Law

This agreement is governed by the laws of Malaysia. Any dispute may be submitted to the jurisdiction of the Malaysia Courts. If any provisions of this Agreement is or becomes invalid or unenforceable the remaining provisions shall not be affected

### 11. Deposit

In addition to the rent charges, the customer is responsible to pay deposit. We reserve the right to terminate the rental agreement if the customer fails to make payment at the time specified. The deposit is an equivalent as a guarantee of proper usage of the vehicle for the entire duration of the contract, sum which will be reimbursed if no damage is notified. Deposit should be paid upon the booking confirmation and will be refunded to customer after 15 days the car returned.

### 12. Cancellation & Refund Policy

- FLEXIBLE - FULLY REFUND -**
  - Reservations cancelled by email or call to our hotline within **one (1) week / seven (7) days** before the start of the rental. No cancellation fees will be charged.
- MODERATE - PARTIAL REFUND -**
  - Cancellations made within **3 days / 72 hours** before the start of the rental will be charged 50% from the rental fee.
  - Downgrade vehicle within **3 days / 72 hours** before the start of the rental also will be charged 50% from the rental fee of original booking.
- STRICT - NO REFUND -**
  - Cancellations made less than **24 hours** before the start of the rental.
  - Cancellations made to downgrade vehicle less than **24 hours** before the start of the rental.
  - Failure to provide actual driver as registered on the form to collect the car at the specified date & time.
  - Vehicle cannot be picked up or failure to collect the car at the specified date & time.
- NOTE - Valid claim refund :**
  - Contact us within the time that was stated in the cancellation policy to document the issue and place a hold on the booking payment. Include invoice or other evidence of the issue as part of your claim.
  - Be responsive to our requests for additional information and cooperation.
  - Have used reasonable efforts to remedy the circumstances of the Rental Issue with the driver/person in-charge prior to making a claim, including messaging your contact on WAHDAH to notify them of the issue.
  - We'll notify the transaction of refund through email.Amount will be credited to customer's account within 3 days working day.