

TERMS & CONDITIONS

KUCHING HOLIDAYS & CAR RENTAL SDN BHD enter into this agreement as KHCR

1. DRIVING LICENCE & AGE LIMITS

The renter and driver must be between 23 and 65 years, with qualified driving experience of at least two years and in possession of a current Malaysian or International Driving Licence.

2. RENTAL RATES

- a) All published rates for rental are subject to 5% Government Service Tax which are quoted in Malaysian Ringgit (RM), covering a full 24 hours unlimited mileage rental and include charges for maintenance 2nd insurance except Fuel.
- b) Rates are for a minimum of 24 hours rental. Excess hours will be calculated at one six (1/6) of the daily rate, per hour up to a maximum of 6 hours. Thereafter, a full day's rate applies.
- c) Rates quoted are subject to change without prior notice.

3. EXTENSION OF RENTAL

Should the renter wish to extend the rental beyond the original termination date, it is important that our Company KHCR be informed immediately and the required advance paid, so that insurance cover is extended. Failure to do so will mean that the vehicle is being driven without insurance coverage and without KHCR'S consent and the renter hereby agrees in to fully indemnify the owner for any claims arising therefrom on a solicitor and client basis.

4. TRAFFIC FINES AND PARKING FEES

During the rental period, any traffic fines and parking fees incurred by the renter need to be settled immediately as these are the sole responsibilities of the renter including any resulting penalties for late settlement of fines/fees charged. The renter agrees to indemnify the owner (KHCR) for any liabilities arising thereof. An additional RM50.00 administration fee will be charged to the renter over and above any fine and penalty cost for any violation arising from the renter's use of vehicle. KHCR retains the right to charge against the said driver's / renter's charge / credit card if and when payment is due for traffic fines committed by the renter, upon receiving notification from the government authorities.

5. INSURANCE

Subject to terms specified in the Rental Agreement, Insurance is included in the rate, except for the first RM2,000 to RM3,000 refer group table in respect of loss or damage to the vehicle. This liability can be waived by a CDW charge from RM15 per day. The insurance coverage and CDW protection are provided subject to availability of a police report within 24 hours in respect of any incident for which indemnity is claimed for. Loss or damage to tyres, windows, windscreen, accessories and equipmently aside from normal wear and tear are not protected by our car insurance or the purchase of CDW and the renter agrees to indemnify the owner therefor. The car insurance will only be valid to authorise drivers of the rented vehicle. In the event that any vehicle is driven by a person other than the renter, the renter will be fully responsible for all cost of making good any damages caused by the unauthorized person and the renter is not entitled to any benefits of the existing insurance policy.

6. PERSONAL ACCIDENT INSURANCE

The car insurance does not cover the driver or the passengers for injury due to accident. Additional protection is available with the purchase of Personal Accident Insurance (PAI). In one event of any accident, the renter hereby agrees to fully indemnify the owner for any claims arising therefrom on a solicitor and client basis.

7. RENT-IT-HERE, LEAVE-IT-HERE

A repositioning charge will be levied for one way rentals. Details on the charges and procedures will be made available at time of enquiry.

8. VEHICLE CONDITION

Upon return, the car has to be in the same condition as when it was rented. Failing which, the renter will be liable for the cost of restoring the vehicle to its original condition.

9. FUEL

Every KHCR'S vehicle is rented out with tank of fuel and must be returned at the same level of fuel, otherwise the renter will be charged for a refill upon return.

10. RENTING LIMITS

The vehicle are to be used within Kuching area only and it should not be taken out of Kuching without the consent of the company in writing and rentals terminating in any other place apart from our station are not permitted. For this purpose, the Kuching area shall be taken to be all the area in Kuching City within a 40km radius from KHCR's office in Kuching. In the event that the said vehicle is used outside the rental limits, the renter will be fully liable for any consequential loss and damage to the said vehicle of use outside the renting limits. In the event that rental is terminated outside the Kuching Area, the company reserves the right to levy a collecting fee which differs in each location. Please ask for the rates during reservation.

11. RESTRICTED ENTRY

All KHCR's cars are strictly prohibited from being driven into Brunei and Indonesia.

12. PROHIBITED ODOURS

All items and goods discharging unpleasant odours are strictly forbidden from being carried in the vehicle (eg. durian, salted fish, vomit, etc), the renter will be responsible for charges from RM100 and above to eliminate the aroma.

13. TERMS OF PAYMENT

KHCR accepts the following credit & charge cards: American Express, Visa and Master Card. Credit Card Swipe will be required from renter, prior to checkout of the vehicle.

14. IN CASE OF ACCIDENT

In the event of the renter vehicle meeting with an accident it is a condition precedent that the KHCR'S company's representative be first informed and contacted before the renter lodges any report or permits any garage to tow away the renter vehicle for repairs. Any breach of this condition precedent will the renter liable to make good all losses caused to the company and the renter is not entitled to the benefits of the vehicle existing insurance policy.