

RENTAL TERMS AND CONDITIONS

1. Preliminary clauses

1.1. In the present document the company providing cars for rent 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 or fax as well as at our office.

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 Client's 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. 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 Renter's/Driver's 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 credit Card, making payment in cash) or to make an additional payment ("super cover") (the details are stated under the clauses 7.2-7.5 and 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, 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 Lessor's 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. Pickup and Return of the Cars, exploitation 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) on the basis of an official authorization issued on behalf of "Caravan - Rent a Car". In this case 10.000 AMD is levied additionally. The mentioned price includes also MTPL insurance costs (see clauses 8.1 and 8.3). 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 office 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 pickup and return of Car.
- 5.3. The working days and hours of the office are as follows:
Monday-Saturday – 09:00 – 19:00; **Sunday and holidays** – non-working.
- 5.4. The pickup and return 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 pickup or return of the Car is realized at the airport the **Renter** should pay 9.000 AMD additionally.
- 5.6. In case of realizing the pickup or return of the Car at the mentioned address in Yerevan out of the city centre the **Renter** should pay 2.000 AMD additionally.
- 5.7. In case of realizing the pickup or return of the Car out of Yerevan the **Renter**, depending on the distance, should pay 500 AMD additionally for per 1 Km.
- 5.8. If the **Renter** realizes pickup or return of the Car on non-working days and hours he/she should pay 4.000 AMD additionally.
- 5.9. The hiring Cars are provided to the **Renter** in a proper state, technically faultless, clean and with a full tank of fuel. 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.
- 5.10. The **Renter** is obliged to follow the rules of the Car exploitation and to charge the Car with high-quality fuel.
- 5.11. 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.
- 5.12. The Cars should be returned to the **Lessor** undamaged, technically faultless, clean and with a full tank of fuel. 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.
- 5.13. 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.
- 5.14. In case the Car has been returned to the **Lessor** not with a full tank of fuel a refueling service charge of 500 AMD should be levied for each missing liter of fuel.
- 5.15. During the pickup-return of the Car the **Renter** should examine the Car together with the **Lessor's** specialist and should draw up a corresponding pickup-return protocol concerning its condition which is the inseparable part of the agreement. Any defect of the Car is recorded in the pickup-return 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 pickup-return protocol. The **Renter**, except for the recorded defects in the pickup/return protocol, has no right to indicate further defects.
- 5.16. Each party keeps the pickup/return 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 pickup/return 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.

5.17. It is forbidden to transport explosives, fire-proof, smuggled or other dangerous and interdicted goods by law when running the Cars.

5.18. 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.

5.19. 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 (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, **Renter** 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 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 credit card or paying in cash. In case of credit 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.

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) 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.

8. The Insurance and responsibility in case of damage/loss

8.1. All the Cars subject to hiring are insured according to compulsory MTPL and CASCO insurance conditions both on the territories of the Republic of Armenia and Nagorno-Karabakh, as well as Georgia, and the **Renter** bears a full responsibility towards the insurance company. By signing the rental agreement the **Renter** confirms that he/she has got acquainted and has also accepted the provisions of the insurance agreement.

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 – 1.500.000 AMD utmost should be paid;

on the territory of Georgia – personal losses (injuries to health and lost wages/incomes as well as the injured party's death), as well as – 1.000.000 AMD should be paid for an insurance accident.

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/ damage of the parts of the Car, 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.

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 seat – 4.000 AMD / per day. For 5 and more days, 20.000 AMD is levied irrespective of number of days.
- Navigation system – 4.000 AMD / per day. For 5 and more days, 20.000 AMD is levied irrespective of number of days.
- Driver's service – 9.000 AMD / per day
- Portable Wi-Fi Internet – 990 AMD / per day

9.2. The presented rental conditions and obligations on this document 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.).