

Avis To-Go - Car Rental Agreement Terms and Conditions

The following Terms and Conditions, together with the Rental Agreement, constitute the car rental service agreement ("Agreement") by and between the Renter (herein Called "Renter") and Far East Rent-A-Car Ltd (herein Called "Company") with respect to the use of Vehicle identified on the applicable Rental Agreement. By its use of a vehicle from the Company, Renter agrees to be bound by the terms and conditions contained in this Agreement for the Car Rental Period regardless of prior or subsequent agreements executed by Renter.

Definitions:

- a. "Rental Agreement" is the document with details of the Renter, drivers, said vehicle and car rental service which provided by the Company to Renter before the rental starts
- b. "Agreement" has the meaning set forth in the preamble herein
- c. "App" is the electronic application interface which enables Renter to, among other things, make reservation for a Vehicle
- d. "Said Vehicle" is the vehicle that Renter reserves through the App under this rental and drives pursuant to this Agreement
- e. "Car rental period" means the period of time between the time the Company makes the said vehicle available to Renter and the time when Renter is obligated to return possession of the said vehicle to the Company.
- f. "Additional Driver" is the driver with information provided by Renter during reservation in the App who will drive the said vehicle during the car rental period

Company hereby rents to the Renter the said vehicle described in the Rental Agreement (herein called "Said Vehicle") subject to all the terms and conditions of this Agreement, in consideration thereof the Renter acknowledges and agrees:

Renter's Obligation

1. Renter should ensure that said vehicle shall NOT be operated:
 1. To transport goods in violation of Custom regulations or in any other illegal manner;
 2. To carry passengers or property for a consideration express or implied;
 3. To propel or tow any vehicle or trailer;
 4. In motor sport events;
 5. By any person under the influence of alcohol or drugs.
 6. Outside of Hong Kong
2. The vehicle will be operated only by Renter or the additional driver, and the drivers must fulfil either of the following:
 - For Avis Fleet:
 - 2.1. For Hong Kong Resident: Hold Hong Kong identity card, with minimum 25 years of age and has held a Hong Kong Driving Licence for over 24 months. Renter should upload clear and acceptable images of Hong Kong identity card and valid driving license in the App. If the Hong Kong Driving License is unable to show that renter has held a valid license for over 24 months, other proof is required.
 - 2.2. For Customers from Overseas: Hold a valid passport and with minimum 25 years of age. The driver's Passport must show the immigration date to Hong Kong and visitor landing slip from the Hong Kong immigration department, and hold Overseas Driving Licence for over 24 months (or attached with a valid International Driving

Licence if the Overseas Driving Licence is not in English). Renter should upload clear and acceptable images of these documents in the App.

For Avis Prestige Fleet:

2.3. For Hong Kong Resident: Hold Hong Kong identity card, with minimum 30 years of age and has held a Hong Kong Driving Licence for over 36 months. Renter should upload clear and acceptable images of Hong Kong identity card and driving license in the App. If the Hong Kong Driving License is unable to show that renter has held a valid license for over 36 months, other proof is required. Additional proof of identity such as proof of address (within past 3 months) is also required.

2.4. For Customers from Overseas: Hold a valid passport and with minimum 30 years of age. The driver's Passport must show the immigration date to Hong Kong and visitor landing slip from the Hong Kong immigration department, and hold Overseas Driving Licence for over 36 months (or attached with a valid International Driving Licence if the Overseas Driving Licence is not in English). Renter should upload clear and acceptable images of these documents in the App. Additional proof of identity such as return flight ticket is also required.

3. The Renter further acknowledges and agrees: -

1. That to the best of his knowledge and belief no one who will drive the vehicle suffers from any physical infirmity or uncorrected defective vision or hearing.
2. That he will declare to the Company before taking the vehicle, particulars of any person who will drive the vehicle and who has
 - 2.1. Been declined, required to carry the first portion of any loss, been required to pay an increased premium, had special terms imposed, been refused renewal or had a Policy of Motor Insurance cancelled by an Insurer.
 - 2.2. Been convicted within the past 5 years of any offence in connection with any Motor Vehicle.

2. It is Renter's responsibility to inspect the said Vehicle for damage when picking up the said vehicle. This includes any scratches, dents, or scuffs on the exterior of the said vehicle. If damage is discovered after return of the said vehicle and none was reported at the time of picking up the said vehicle, Renter will be held liable for the damage.
3. Renter and additional driver should comply with all the terms and conditions in this Agreement. If Renter or additional driver fail to comply with any of the terms, Renter or additional driver might not be covered by Company's insurance policy and Renter will need to indemnify the Company against all claims or liability arising in the event of any accident during the car rental period and any repair charge incurred.

Payment & Penalty

4. That Renter expressly acknowledges personal liability to pay Company on demand:
 - 4.1. Rental Charge, damage and theft insurance deductible and miscellaneous charges at the rates specified in this rental;
 - 4.2. All fines and court costs for parking traffic or other legal violations assessed against said vehicle during the car rental period. If the penalties are not paid in time and a reminder is sent to Company's branch, Company will pay on Renter's

behalf and debit Renter's credit card account with the respective fines and HK\$100 handling charge.

- 4.3. Company's costs, including reasonable attorney's fees where permitted by law, incurred collecting payments due from Renter hereunder;
- 4.4. Company's cost to repair collision or upset damages to said vehicle provided, however, if said vehicle is operated in accordance with all the terms hereof, Renter's liability for such damage shall not exceed the deductible of said vehicle.
5. Renter receives said vehicle in good order and condition and acknowledges liability for cost of all fuel consumed during rental. A half tank (for Avis To-Go) or full tank (for Branch pick or Delivery service) is provided and must be refilled at Renter's expense on return. Otherwise there will be a surcharge of HK\$100 for refilling fuel for customer.
6. Renter should not use auto toll lane for all tunnel passages, and Renter is responsible for maximum penalty of HK\$2000. Besides the penalty charge, an administration cost of HK\$100 will be charged each time Renter use the auto toll lane.
7. Registration fee of HK\$50 will be charged for each Avis To-Go account in the first reservation being made via Avis To-Go App.
8. For Tesla vehicles, idle fee which is charged by Tesla will apply to any car occupying a Supercharger after the charge session is completed at HK\$3.1 per minute. If such charge is incurred, we will pay on Renter's behalf and debit Renter's credit card account with the fees and HK\$100 handling charge.
9. Renter authorize the Company to charge his/her credit card for all charges incurred related to vehicle reservations and otherwise in association with the rental, and Renter agree to pay those charges pursuant to the agreement with Renter's credit card company.
10. Renter authorizes the Company to place a hold on Renter's credit card for the insurance deductible for respective rented vehicle by providing the credit card information as requested by Company and signing the authorization form. If Company is unable to place a hold on Renter's credit card for any reasons before start of the rental, the rental will be cancelled and the rental fee paid by the Renter is non-refundable.
11. 100% of the rental fee already paid by the Renter by credit card will be forfeited if Company identify that Renter does not fulfil the requirement of car rental as stated in clause 2 in this Terms & Conditions during car pick up.
12. For no show or cancellation, 100% of the rental fee will be charged with no refund.
13. If the vehicle is returned later than scheduled time, each excess hour is calculated at one-fifth of the daily rate.

Insurance and Accident

14. The Renter and any additional drivers participates as an insured under an automobile insurance policy. The insurance policy cover legal liability for maximum of HK\$100,000,000.00 in respect of death or body injury to third party and maximum of HK\$500,000.00 in respect to third party property damage. In case of accident, damage, or theft, the Renter is liable for the corresponding insurance deductible that listed in the App. Insurance covering any theft or loss of personal belongings or personal accident insurance is NOT included.
15. Renter agrees further to protect the interests of Company and Company's Insurance Company in case of accident during the term of this rental by:
 - 15.1. Calling nearest Avis station by telephone during Company's business hours
 - 15.2. Notifying the police immediately and inform police if another party's guilt has to be ascertained, or if people are injured;

- 15.3.Obtaining names and addresses of parties involved, and of witnesses;
- 15.4.Not admitting liability or guilt before discussing with Company;
- 15.5.Not abandoning said vehicle without adequate provisions for safeguarding and securing same;
- 15.6.Not having the vehicle or optional accessories repaired without permission from the Company.
- 15.7.Further giving a detailed report including diagram by filling in the insurance claim form as provided by the Company;
- 15.8.If the car is malfunction out of Company's business hours, call the emergency services hotline at 9484 1860 or 5112 6608.

Branch Pick Up & Return Service

Renter should meet the terms below for Branch Pick Up & Return service:

17. The Renter will return said vehicle, together with all tyres, tools, car documents, accessories and equipment, to an Avis station in Hong Kong on the scheduled return date and time as indicated during reservation in the App.
18. If Renter would like to return the vehicle earlier than scheduled return time, the return procedure must be completed within Company's business hours.

Avis To-Go Service

Renter should meet the terms below for Avis To-Go service:

19. Avis To-Go Service is available for residents of The Bloomsway only
20. Booking must be made at least 2 hours in advance.
21. The vehicle must be picked up from and returned to the designated car park space. Renter should complete the car pick up and return procedure assisted by the Company's representative at the scheduled time as indicated on the Rental Agreement.
22. The designated car park space is available for Renter's usage for car parking of the said vehicle during the car rental period only.
23. Waiting time is 15 minutes counting from the agreed time for pick up or return. Otherwise, one-fifth of the daily rate will be charged for each excess hour and exceed of 15 minutes will be counted as 1 hour. The Renter is not allowed to use the designated car park space after the scheduled return time.
24. For change of time for pick up or return after reservation, Renter must contact Company at least 2 hours in advance during office hour and Company will arrange subject to availability of manpower.
25. If Renter would like to return the car earlier than the scheduled return time by dropping the car key at The Bloomsway designated key box, Renter will need to get approval from the Company and will be held liable for any damage of the car found by the Company's representative at the original scheduled return time.
26. Renter acknowledges liability for cost of all fuel consumed during rental. A half tank is provided and must be refilled at Renter's expense on return. Otherwise there will be a surcharge of HK\$100 for refilling fuel for customer.
27. If the vehicle as chosen by Renter at reservation becomes unexpectedly unavailable, the Company is permitted to provide a similar vehicle, which may not be the same model as reserved, as a substitute Vehicle.

Vehicle Delivery and Collection Service

Renter should meet the terms below on vehicle delivery & collection service:

28. Booking must be made at least 24 hours in advance.
29. For vehicle delivery & collection service, waiting time is 15 minutes counting from the scheduled time for delivery or pick up. Otherwise, one-fifth of the daily rate will be charged for each excess hour and exceed of 15 minutes will be counted as 1 hour.
30. Cost of the fuel consumed for the journey between our branch to Renter's delivery or collection location will be paid by the Renter.
31. For Kerry Properties user: Free delivery is available for car group G or above. For other car group, please refer to clause 32.
32. For all other users: Delivery & collection charges is HK\$180 per trip for Hong Kong Island, Kowloon, and New Territories, and HK\$360 per trip for Lantau Islands (include Hong Kong International Airport). Free delivery and collection service is available for Prestige fleet subject to availability.
33. For change of pick up or return location after reservation, Renter must contact the Company at least 3 hours in advance during office hour and Company will arrange subject to availability of manpower

Limitations of Liability

34. Under no circumstances will the Company be liable to the Renter or additional drivers for any indirect, incidental, special or consequential damages including loss of profit, revenue, goodwill, business opportunity of anticipated savings, arising from or related to this Agreement.
35. That Renter hereby releases the Company of and from any liability for loss of or damage to any property left, stored or transported by Renter or any other person in or upon vehicle before or during the term of this rental or after return of the vehicle to Company. Renter further agrees to hold Company harmless from and to defend and indemnify Company against all claims and costs based upon or arising out of such loss or damage.

Additional terms for Avis Prestige Fleet:

36. Additional insurance deductible of HK\$20,000 will apply to customers over 65 years of age.
37. Renter must provide a different credit card for insurance deductible guarantee (which is different from the credit card used for car rental payment).
38. Limited mileage for daily usage is 150 km, extra mileage will be charged at HK\$10 per km.

Terms & Conditions for Airport Transfer:

39. Drivers are provided by Far East HR Limited
40. Charge of petrol consumed is included in the rental fee
41. Cross-Harbour tunnel and Tsing Ma Bridge tolls are included in the rental fee. If Renter choose to use other tunnel(s), the tunnel toll(s) will need to be paid by the Renter.
42. For pick up at airport, our free waiting time is 1 hour which starts counting from the flight actual arrival time. If Renter(s) is / are late, we will charge HK\$250 per hour after the free waiting time, with maximum waiting time of 2 hours. Airport parking fee incurred will also be charged.
43. For pick up at location other than airport, our free waiting time is 15 minutes which starts counting from the scheduled pick-up time. If the Renter(s) is / are late, we will charge HK\$250 per hour after the free waiting time, with maximum waiting time of 2 hours.
44. Luggage handling limit is subject to capacity of luggage compartment of the vehicle.
45. There is no cancellation or refund allowed for cancellation of the booking or no show after the reservation has been made.

General

46. Our vehicles may be fitted with a tracking device for protection of our company's asset and insurance purpose. The data is only for internal usage and security procedures are in place to protect Renter's data from unauthorized access and disclosure.
47. Car model and color are not guarantee and is subject to availability. Further, Company reserve the right to decline, in their sole discretion, any request for a vehicle reservation Renter submit.
48. Renter acknowledges and agrees that Renter and the Company are the only parties to this Agreement. This Agreement is excluded from the application of the Contracts (Rights of Third Parties) Ordinance, Cap. 623.
49. The headings of the paragraphs of this Agreement are for convenience only, are not part of this Agreement, and do not in any way limit, modify or amplify the terms and conditions of this Agreement.
50. This Agreement encompasses the entire agreement between Company and Renter and supersedes all previous understands and agreements between Company and Renter.
51. That additions to or alternations of the terms and conditions of this agreement shall be null and void unless agreed upon in writing.
52. The terms and conditions of this agreement shall be governed by the laws of and subject to the sole jurisdiction of Hong Kong.
53. That in addition Renter shall bound by the terms and conditions hereof in relation to any extension of the car rental period agreed by Company.
54. Renter understands that by clicking "AGREE" on the Terms & Condition page in the App, Renter is executing this Agreement and is bound by it.