

Terms & Conditions

Article 1: GENERAL TERMS

Parties of this rent a car contract, between the lessor of vehicle and tenant is signed in the frame of following conditions. This contract and its additions form a whole and it is performed and reckoned primarily than other all kinds of advertisement, brochure or verbal declaration and commitments which can be signed between parties. This contract consists of two pages and single copy.

A- Vehicle which is in THE SUPPLIER possession is given to tenant within the predetermined time limit providing that comply with the terms and conditions which will be explained widely hereinafter. By signing this contract tenant accepts that corresponding certificates (traffic certificate, maps) and received as it is indicated in vehicle delivery protocol, and if there is not a contrary negotiation in the predetermined day and date or in the case of The supplier's early demand in an early date the tenant accepts to give vehicle with all tool, accessory and tires.

Before delivering the vehicle visible existing damages (scar, torn and etc) and all in service equipment in the vehicle (tape- climate- heater- refrigerator – sunshade – turnaround camera, hydrophore, full petrol tank, empty waste water tank, clean toilet, clean sheet, kitchen equipment, full gas tube, furnace and etc and all extra demands (bicycle, table, chair, parasol etc)) are determined through signing a written protocol with tenant. Tenant accepts to hand in the vehicle in delivery conditions. On the contrary tenant accepts The supplier can cut back from the received deposit. When there is sum of money which exceeds the deposit, tenant is responsible for paying this amount.

B- Tenant, in respect of driver, accepts primarily that in the following conditions vehicle will not be used anyhow.

- 1- By another driver other than stated person(s) in this agreement,
- 2- By a driver who do not have a driving license or have an inadequate driving license degree.
- 3- by drivers who are under the effect of alcohol or all kinds of narcotics,
- 4- by a driver whose driving license has cancelled in the last one year or captured by official authorities.
- 5- by drivers who has false driver name, age, address and driving license information
- 6- By drivers and passengers who do not use the vehicle and its furnishing according to technical conditions

C- Tenant accepts and guarantees that vehicle will not be used like in following ways.

- 1- Carrying all kinds of stuff and use in other illegal works which are counted as an offense by customs laws, T.C laws and other laws
- 2- Without the permission of THE SUPPLIER in the pulling, pushing and carrying by loading another vehicle or mobile or immobile objects
- 3- In roads which are closed to traffic and inappropriate through race, speed determination, validness testing and motorized sport.
- 4- In carrying load and stuff out of baggage and over passenger than determined number by traffic rules (loaded situation of vehicle including passengers and driver can not pass 3.5 ton)
- 5- Under any circumstances carrying passenger or goods against payment
- 6- In carrying any animal without the written agreement of THE SUPPLIER

D- During the arrangement of contract it is necessary that tenant should be over 21 years old and should be less than 75 years old and should show his/her at least one-year TC driving license or international driving license.

E- Tenant is responsible to park the vehicle closed or locked in inner or outer city to provide security.

F- Tenant is responsible to pay the rent until finding and bringing the official documents (certificate and slabs) which are not returned while handing in vehicle to THE SUPPLIER and in case of missing tenant is responsible to pay the amount of costs of renewal of these documents.

G- All kinds of expenses regarding all interferences in terms of confiscation and/or conscription of vehicle by competent authorities whether there is fault of tenant or not belong to tenant. Rental of these days passing in this process is taken from tenant by THE SUPPLIER.

H- During rent period, tenant have periodical maintenance of vehicle (fattening, renewing oil etc) done and bring the bills which are taken in the name of THE SUPPLIER and THE SUPPLIER will give the expenses. Expenses of repairment and changing replacement part which are caused from natural use, corroding and ageing belong to THE SUPPLIER. However, damages and losses which appear because of abnormal use and congealment and similar carrying expenses belong to tenant and so THE SUPPLIER can obtain the payment of incapacity to work of vehicle through rent price. Necessary maintenance will be reported to THE SUPPLIER and with the approval of THE SUPPLIER maintenance will be done in explained service. If tenant pays the reparation, detailed reparation bills which are arranged in the name of THE SUPPLIER will be paid to tenant.

I- Tenant will make the control of tire pressure, brake, oil, illumination of vehicle daily.

J- Tenant will use the vehicle and its equipment carefully and according to technical conditions.

K- Tenant will empty waste water tank and toilet in suitable places and suitable conditions and he/she will not give harm to vehicle and environment.

L- Following situations are accepted as breach of contract and tenant is responsible from harm to be incurred;

- 1- Leaving vehicle unlocked or leaving key in vehicle;
- 2- Capturing car keys because of leaving in an unsafe manner or beyond the control of driver.
- 3- The entrance of vehicle to water partially or wholly because of negligence.
- 4- Damages in vehicle tires except natural corroding
- 5- Not doing anything in case of immediate prevention when there is not enough fuel, water, oil level or not reporting the known need-to-known fault of vehicle to THE SUPPLIER in time.
- 6- Except the case of accident, harm in the inner side of vehicle because of careless use.

M- Fuel wage belongs to tenant. If tenant take fuel tank full, he will hand in as full. All kinds of highway, bridge, parking payments and tickets within the lease term belong to tenant.

N- THE SUPPLIER is not responsible from payments of loss and harm of property which are left in or on vehicle which belongs to tenant or another person.

O- Single day rent is a 24 hours time, weekly or monthly rent time are counted as 7 days or 30 days.

P- THE SUPPLIER, without giving any reason and being in the situation of paying condemnation money, can cancel the contract or avoid to prolong the contract.

R- Vehicle changing demand of tenant can be done by approval of THE SUPPLIER. THE SUPPLIER can claim extra charge because of vehicle changing.

S- Under any circumstances, tenant, as a result of causing accident and harms in lawsuits which can be opened out of countenance of THE SUPPLIER, will practice his responsibilities like document supply and witness. If necessary tenant has to give attorneyship in abreast of THE SUPPLIER's right to indemnity against third parties and has to assign suit and right to recourse.

T- Vehicles can not be taken away abroad without the written approval of THE SUPPLIER.

U- Under any circumstances tenant can not recirculate, assign or pawn the rights which appear because of this contract or vehicle and equipments in it and cannot use these to give harm to THE SUPPLIER.

ARTICLE 2 : AUTHORIZED COURT AND APPLICABLE LAW

In this agreement, disagreement between tenant and THE SUPPLIER, İstanbul courts and debt enforcement offices have a title. Parties accept that ruptures will be solved according to Turkish laws.

ARTICLE 3 : CORRESPONDENCE ADDRESS :

Unless tenant reports new address to THE SUPPLIER for all kinds of warning, complaints and etc correspondence regarding future generated disagreements from this contract, tenants accepts and guarantees that the correspondence address which is written in this contract is true.

ARTICLE 4 : DELIVERING THE CAR :

A- Tenant has to deliver the car according to delivering car protocol.

B- Tenant guarantees that no one will smoke in the car. Tenant is responsible to deliver the car in a clean way (toilet will be empty) Otherwise, tenant accepts to pay 200 Euro cleaning payment.

C- If tenant delivers the car before the rental time this does not give him rebating payment right.

D- Delivering the car except determined place is possible with a payment of 1,5 Euro/km. additional payment and with the approval of THE SUPPLIER.

E- Without approval of THE SUPPLIER delivering the car after determined day and time hourly 50 Euro additional payments will be taken

F- Without approval of THE SUPPLIER if the car is not delivered in determined day and time, tenant accepts that THE SUPPLIER has the right to use stolen vehicle notification.

ARTICLE 5: PAYMENT

During the arrangement of contract according to legal rate for that date tenant should pay 200 Euro of total rental payment as advance payment to THE SUPPLIER in reservation and should pay the retaining part before 30 days of rent date. After the payment of total amount a reservation number will be given to tenant. Tenant will come with this number and will take his rental vehicle. While tenant receiving vehicle, he gives 1000 Euro as deposit. While delivering vehicle if there is not anything which violates contract conditions, deposit is given to tenant. Deposit will be taken as credit card blockade or cash. Visa-Mastercard will be accepted.

Terms & Conditions

Tenant can prolong the rental time on condition that THE SUPPLIER approval and payment of daily rent payment before 48 hours.

ARTICLE 6: RESERVATION CANCELLATION AND MAKING CHANGES IN DATES CONDITIONS.

Reservation cancellation prices are as following;

In cancellations which are done before 30 days from rent a car date: only 200 Euro advance payment.

In cancellations which are done before 29-14 days from rent a car date: 25% of total leasing price (minimum 350 Euro)

In cancellations which are done before 13-7 days from rent a car date: 50% of total leasing price (minimum 350 Euro)

In cancellations which are done before 6-1 days from rent a car date: 75% of total leasing price

Cancellation in rent a car date: 100% of total leasing price.

Tenant changing relating to reservation done vehicle date informs THE SUPPLIER 14 days before the first rent starting date and can change the rent date with another date which also suitable for THE SUPPLIER. Otherwise, reservation cancellation conditions are practiced.

ARTICLE 7: INSURANCE

THE SUPPLIER vehicles are insured with comprehensive insurance and obligatory financial responsibility insurance according to road traffic act. In case of any accident or damage for tenant's benefiting from comprehensive insurance it is obligatory to fulfill following conditions.

A- Tenants with competent authorities who are closest to the scene of accident (traffic police, local station in city boundaries, in upstate police soldier and etc) prepare a detailed accident report and course of the accident and determination restraining, city name and address and similar document. At the same time tenant should inform THE SUPPLIER immediately. In small scale damages which do not have wounding, incase of nonattendance of security forces to accident place, recording will be arranged with memorandum of agreement which is arranged by TSRSB.

B- Driver is supposed to take alcohol report belongs to driver in case of accident.

C- In case of short fall of damages in vehicle partially or fully by comprehensive insurance, tenant is responsible from the short fall of damages in vehicle by insurance.

D- Tenant is responsible from amount which consists given material-physical damages to third parties as a result of accident, traffic insurance and voluntary pecuniary liability insurance assurance. If resultant damage remains except traffic and voluntary pecuniary liability insurance assurance, tenant is responsible from all of the damages.

E- In accidents which occur because of driver's being drunk or under the effect of narcotics, being without driving license or overlapping load limit of vehicle, if insurer demands damages paid to third parties, tenant is responsible to pay the demanding compensation of insurer. If THE SUPPLIER has to pay compensation to insurer because of aforesaid reasons, The supplier keep reserved its right of recourse to tenant.

ARTICLE 8: RESPONSIBILITY LIMITATION

THE SUPPLIER is only responsible to pay total rental price and deposit amount in case of falling short of vehicle or an alternative vehicle because of unforeseen reasons. In case giving an alternative vehicle which does not carry the features of pledged vehicle, emergent price difference is given to tenant. Within leasing period in case of mechanical fault situations which restraint the movement or use of vehicle except the situations which occur because of tenant, THE SUPPLIER will pay the remaining time price to tenant.

If there is mechanical fault and if an alternative vehicle is given to tenant, price difference, which appear because of in question vehicle features which take place in agreement, is returned to tenant. Under any circumstances tenant will not demand a road fee or basic allowance for quarters from THE SUPPLIER.