

# **General Terms and Conditions of Rental**

## **(Terms and Conditions)**

"Abou Ghaly Motors" & Abou Ghaly Tours



## A. Vehicle Condition, Repairs, and Fuel Policy

**Vehicle Handover Inspection** All known damages are documented in the Rental Agreement upon vehicle handover. It is the renter's responsibility to inspect the vehicle thoroughly and report any additional damages to SIXT immediately before commencing the rental.

**Renter Responsibilities** The renter must handle the vehicle responsibly and professionally, complying with all relevant laws and operational standards (e.g., maintaining adequate engine oil and coolant levels, regular condition checks). All SIXT vehicles are strictly non-smoking.

**Vehicle Servicing During Rental** If repairs or servicing become necessary during the rental period (e.g., odometer issues, mechanical malfunctions), the renter must comply with SIXT's instructions to either exchange the vehicle or visit the nearest authorized service center.

**Fuel Policy - Combustion Vehicles** Vehicles are delivered with a full tank of fuel and must be returned similarly. Failure to do so will result in refueling and service charges based on the prevailing rates at the rental location, unless the renter can prove significantly lower actual costs.

**Battery Charge - Electric Vehicles** Electric vehicles are documented with their battery charge level at pickup and must be returned with a comparable charge. Recharging fees will apply otherwise.

**Charging Regulations** Renters must use only certified and approved charging equipment and adhere to all safety and operational guidelines. Use of damaged or incompatible equipment is strictly prohibited.

**Maintenance Costs for Long-Term Rentals** For rentals exceeding 27 days, the renter shall bear the cost of essential fluids (e.g., oil, windshield washer fluid) up to 8% of the monthly net rental rate.

**Liability for Operational Misuse** The renter is fully liable for operational negligence and violations during the rental period. SIXT shall be indemnified against all resulting fines, penalties, or claims from third parties.

## B. Reservations and Prepaid Bookings

**Reservation Terms** Reservations guarantee only the vehicle category, not specific models. If the vehicle is not collected within one hour of the scheduled time, the reservation will be marked as a "no-show," and a corresponding fee will be applied.

**Revocation Policy** No right of revocation applies to bookings made remotely (e.g., online, by phone, or email) or outside business premises.

**Booking Changes and Cancellations** Changes

can be made up to one hour before pickup for a fee. Switching from prepaid to non-prepaid is not permitted. Partial refunds are not issued unless required by law or if the prepaid amount exceeds three rental days, in which case the excess will be refunded within ten business days.

**Voucher Usage** Vouchers or promotional credits cannot be applied retroactively to prepaid bookings unless explicitly permitted and used at the time of booking.

## C. Documentation, Driver Eligibility, and Use Restrictions

**Required Documents at Pickup** Renters must present a valid passport/ID, driver's license (with international license for non-Egyptians) and an English translation for any license that is not in English or Arabic and a credit or debit card in their name. Failure to provide these will result in immediate cancellation without compensation.



**Non-Egyptian License Acceptance** A valid home country license must be accompanied by a hardcopy of the international driving license for it to be accepted.

**Right to Refuse Vehicle Handover** SIXT reserves the right to delay or deny vehicle handover if there are concerns about the renter's identity, license validity, or creditworthiness.

**Authorized Drivers Only** individuals listed in the contract may drive the vehicle. Additional drivers are subject to a fee and must present the same documents as the primary renter (excluding the credit card).

**Corporate Rental Requirements** Corporate clients must ensure that authorized drivers possess a valid domestic driving license.

**Renter's Liability for Drivers** The renter assumes full responsibility for actions taken by authorized drivers.

**Prohibited Uses** Vehicles may not be used for:

Motorsports or test drives

Driving instruction

Transporting hazardous materials

Subleasing or commercial transport

Criminal activity

Use on racetracks

**International Usage Restrictions** Vehicles are not permitted for international use without explicit authorization.

**Contract Termination for Breaches** Violations of any of the above clauses may result in immediate contract termination without compensation and may expose the renter to liability claims.

## D. Rental Charges

**Components of Rental Charges** Rental charges include the base rate, optional services (e.g., GPS, child seats), and applicable location surcharges. Special rates require timely payment.

**One-Way Rentals** Additional fees apply for returns to different locations unless pre-approved in writing.

**Delivery and Collection Charges** Deliveries/collections are subject to fees as per the current rate sheet, including fuel costs.

**Contract Modifications** Changes to rental duration or return locations may incur processing fees.

## E. Payments, Invoicing, and Deposits

**Payment Terms** Full payment, including VAT and optional services, is due at the rental's start or upon booking (for prepaid rates). Early returns or late pickups are non-refundable.

**Electronic Invoicing** Invoices will be delivered via email unless paper copies are requested (additional fees apply). Renters are responsible for ensuring receipt.

**Deposit Policy** A security deposit is required at the rental start, varying by vehicle category. Deposits are non-interest bearing.

**Accepted Payment Methods** Accepted methods: credit and debit cards (excluding Maestro), Apple Pay, Google Pay, and Samsung Wallet are not accepted.



Deposit Authorization A pre-authorization will be applied to the renter's credit card.

Default of Payment SIXT reserves the right to terminate the contract without notice in the event of payment default.

Personal Accident Insurance Coverage limits are at SIXT Egypt's discretion.

## **F. Insurance and Liability**

Third-Party Coverage Basic insurance does not include third-party liability.

Exclusions Use of the vehicle for transporting hazardous materials is not covered.

Liability Admittance Renters may not admit fault in any accident without SIXT's written consent.

4-5. Claim Handling Sixt may, at its discretion, accept or reject damage claims made against the renter/driver and issue necessary declarations on their behalf. If a claim is made, the renter/driver must immediately inform Sixt. In the event of legal proceedings, Sixt will manage the dispute and may appoint legal counsel in the renter's/driver's name, who must then be provided with power of attorney, relevant information, and documents.

## **G. Accidents, Theft, and Incident Reporting**

Police Notification Renters must report all incidents immediately to local authorities. Failure to submit a police report will result in a \$150 charge.

Accident Report Submission Renters must submit a detailed written stamped report, including date, time, location, and driver details.

Duty to Cooperate Renters must assist in all efforts to resolve the incident and not leave the scene until permitted.

Validity of Hold Amount and Insurance

The hold amount and purchased insurance are valid for one rental and/or one accident per rental ONLY.

Should you wish to continue your rental after incurring any accident, a new hold amount must be paid for the replacement vehicle. Please note that the insurance associated with the original rental will also be terminated due to the breach of traffic laws and regulations. And will not be applicable to the new rental.

During the Rental Period, you must not:

- (a) take the Vehicle outside Egypt, without our prior written agreement.
- (b) use the wrong fuel.
- (c) drive the wrong way down a one-way street.
- (d) drive without due care and attention or at excessive speeds.
- (e) use a mobile communication device that may distract you from driving including driving whilst texting, emailing, using a mobile phone without a hands-free device or otherwise engage in similar activities.
- (f) fit your own equipment to the outside of the Vehicle which may cause damage to the Vehicle, for example, signage, stickers, roof racks, luggage carriers or bike racks.
- (g) overload the Vehicle (as determined by the Vehicle manufacturer).
- (h) sell, rent, remove, or dispose of the Vehicle and/or any Optional Extras or, allow anyone else to do so.



- (i) push or tow any trailer or any other Vehicle (except if the Vehicle is equipped with a hitch, up to a maximum of 1000kg).
- (j) give anyone any rights over the Vehicle.
- (k) work on the Vehicle or let anyone else work on the Vehicle without our prior written agreement.
- (l) let anyone drive the Vehicle other than an Additional Driver; SIXT Terms and Conditions for Rental of a Vehicle 07/2025.
- (m) carry or transport any hazardous, toxic, flammable, corrosive, radioactive, harmful, dangerous, strong smelling or illegal materials.
- (n) use the Vehicle for any crime or other illegal activity or purpose.
- (o) use the Vehicle for hire or reward or, for fair pay (unless we have provided you with our prior written consent to do so).
- (p) use the Vehicle for any purpose which requires an operator's license.
- (q) use the Vehicle off-road, on a race track, for racing, pace making, testing whether for reliability or speed, or for teaching someone to drive, or in connection with motor rallies, competitions, demonstrations or trials.
- (r) drive through spaces which are too narrow for the Vehicle.
- (s) damage the Vehicle by transporting unsecured loads or hitting high level objects; (t) damage the roof of the Vehicle by hitting high level objects or carrying unsecured loads.
- (u) use the vehicle whilst any driver is under the influence of alcohol or drugs or other narcotic substances, or medications under the effects of which the operation of a vehicle is prohibited or not recommended.
- (v) smoke or allow anyone else to smoke in the Vehicle.
- (w) use the vehicle in an imprudent, negligent or abusive manner.
- (x) attempt to avoid collisions with small animals (e.g. animals up to the size of a fox) where doing so may result in damage to the Vehicle greater than that which would otherwise be caused by a collision with such small animals.
- (y) drive the Vehicle in any way that could cause damage to its engine; and (z) cause damage or strain to the clutch. (aa) Ensure that the battery level in EV is never 10% or below. The examples provided above are not exhaustive, any unlawful or dangerous conduct whilst driving or otherwise making use of the Vehicle will be viewed as you breaking the Contract and to the extent we are allowed to do so by law, you will lose the benefit of any damage waivers, excess reduction products, personal accident insurance and third party liability insurance

## H. SIXT Liability

SIXT assumes no liability for personal items left in vehicles' post-return.

## I. Renter's Liability

### 1-3. General Responsibility

The renter shall be liable without limitation for all traffic and administrative offences, all breaches of legal provisions as well as for any interference with possession committed by him or third parties to whom the renter has left the car. The renter shall indemnify Sixt against any and all penalty and warning fines, fees and other costs, levied by the authorities or other bodies from Sixt because of any such breaches. As compensation for Sixt's administrative costs incurred in handling enquiries



put to it by the prosecution authorities or other third parties in order to investigate administrative offences, criminal offences or any nuisance committed during the rental period, and will be charged to the renter's credit card (if available) or a payment link will be issued. Failure to settle the payment may affect the customer's eligibility to use SIXT services globally and could result in permanent blocking. The outstanding amount will be invoiced to the customer accordingly unless the renter proves that Sixt incurred no or significantly lower expenses and/or damage without prejudice to the right of Sixt to claim greater damages or losses.

By paying a further fee, it is possible to book an "interior space protection" protection package beyond the protection of the contractually agreed exemption. When booking and paying for the "Interior space protection" protection package, there is liability for: • damage to and contamination of the insides of a loading space/boot body/trunk during vehicle operation as well as during loading and unloading, • damages to and contamination of the vehicle interior or the interior space of the driver and/or passenger cabin, if a dirt/stains caused by the customer result in damage to a vehicle part or a malfunction in its functionality, the incremental coverage will be voided, and the lessee will be held liable for the associated repair or damage costs.

Traffic Violations Renters are liable for all traffic infractions. Administrative handling fees will be charged. Non-payment may lead to a global block from SIXT services.

E-Vehicle Cable Loss Renters are responsible for replacement costs of lost or damaged charging cables.

Damage Clarification Braking wear or misuse is not considered accidental damage. Additional "Interior Protection" packages are available.

Toll Road Usage Renters must pay all tolls and indemnify SIXT from any penalties.

## **J. Vehicle Return**

1-2. Return Obligations Vehicles must be returned on time and in good condition. Special cleaning or odor treatments will incur charges.

3-5. Late Returns and Contract Breaches In the event of an unauthorized late return, the renter may be subject to daily charges, administrative fees, and potential penalties of up to \$3,000 in the case of key loss. If the obligation to return the vehicle is breached, all renters listed on the contract shall be held jointly and severally liable. Vehicle Recall or Replacement

SIXT may request the return of the vehicle during the rental period for maintenance due to repair work, a manufacturer recall, reaching a certain mileage, or the end of a predefined holding period. A replacement vehicle with the same booked category will be provided for the duration of the maintenance. Refusal to return the vehicle as requested may result in contract termination.

## **K. Termination Rights**

1-2. Grounds for Termination SIXT may terminate the agreement without notice for just cause, including:

Major accidents

Payment disputes (e.g., chargebacks)

Failure to report issues

Repeated contract violations

Immediate Return Upon termination, renters must promptly return the vehicle, documents, and accessories.



## **L. Payment Authorization**

The renter authorizes SIXT to charge all due amounts to the payment method provided.

## **M. Objection to Marketing**

The renter may object to the use of personal data for marketing by contacting: El Halaby law firm

Osama El Halaby

Elhalaby law@elhalabylawyers.com

01001105555

## **N. Legal Provisions and Jurisdiction**

No verbal agreements shall apply.

Jurisdiction for disputes is Cairo, Egypt.

The governing language of this agreement is English