

BOOKING CONDITIONS

You must read these Booking Conditions carefully before hiring a car from Us.

VEHICLE HIRE BOOKING CONDITIONS

These Terms & Conditions apply to the hire of any vehicles owned or leased by Us. These Terms & Conditions do not affect Your statutory rights.

The Contract between Us and the Client (You, whose name the vehicle is booked in) will be governed by Albanian law and any disputes will be resolved by Albanian courts exclusively. If any part of these Terms & Conditions is found to be invalid or unenforceable, the remainder of them will not be affected and will remain valid and enforceable.

These Terms & Conditions, and any further Terms & Conditions notified to You by Us before Your entering into a Contract with Us, will be binding to both parties once a Contract is made between Us.

Our Terms & Conditions are updated occasionally. The Terms & Conditions which will apply to Your Vehicle Hire are those on our website albania4x4rentals.com at the time of booking. By proceeding with any booking, You confirm that You have read and agreed to our Terms & Conditions.

1. PARTIES

1.1 Your contract is with LEGAL ENTITY HERE.

1.2 The Client, You, the person whose name the vehicle is booked in. You confirm that You have the authority to book the vehicle on behalf of all other persons within Your party, and for whom You will be responsible under these Terms & Conditions.

1.3 The Client must be aged 20 years or over (please see 3.1 for minimum driver age).

1.4 The Client will be responsible for making all payments due to Us under Our Contract.

1.5 It is the Client's responsibility to ensure that all details You supply Us., such as names, addresses, email addresses, and documents, are correct.

2. CONTRACTS

2.1 A Contract will be deemed to exist between both parties and be binding on both parties once You have paid a Deposit and We have confirmed Your booking.

2.2 The Contract comprises:

(a) these Terms & Conditions;

(b) the specific Vehicle booked.

2.3 A Deposit of the Vehicle hire cost.

2.4 Payment of a Deposit will be treated by Us as confirmation that You have read, understood and accepted all Our Terms & Conditions.

2.5 Once a Contract is made between Us and You, We will use reasonable skill and care to perform our obligations to You under these Terms & Conditions.

2.6 We reserve the right for whatsoever reason and at our sole discretion to return the Deposit to You and refuse acceptance of Your booking at any time, including after the commencement of the hire period.

3. MISC INFORMATION

Please be advised if You do not adhere to the Terms & Conditions regarding driver age, driving licences & history, and identification required when collecting Your vehicle our cancellation policy will be enforced. Should You be unable to fulfil the stated ID requirements please contact Us to discuss options before making a booking.

3.1 Minimum driver age, 20. In certain circumstances, we are prepared to lower this, for instance, if a 19-year-old is travelling with a parent and will be driving the vehicle under their supervision.

3.2 All drivers must have held a valid driver's licence for a minimum period of 24 months (see 3.1, above).

3.3 A cash damage deposit is payable to Our representative who hands over the vehicle.

3.4 Some of our vehicles are fitted with tow bars. However, the use of these tow bars is strictly prohibited when renting a vehicle and will render insurance coverage invalid.

3.5 It is possible to take our cars outside of Albania with a prior agreement, and the payment of any border insurance necessary (Usually €40). However, it is strictly prohibited to take one of our vehicles to Serbia, the ethnic Serbian areas of northern Kosovo, Greece or Bulgaria.

3.6 For the countries where Green Card Insurance is required we do apply a CBF “Cross Border Fee” of an additional €40.

3.7 Anyone who will be driving the vehicle must email a photo or scan of their valid driving licence with their current address in advance of the tour starting. Licence endorsements up to 9 points are accepted. If the driver has been banned from driving for a DD, DR or UT offence, or has been disqualified for 12 months or more, We will only rent 5 years or more after the return of the licence.

3.8 Should We consider damage to a vehicle to be caused by Your gross negligence, serious carelessness, or deliberate misuse, then We reserve the right to recharge the full cost of repairs regardless of the cover that has been taken out, e.g. driving the vehicle illegally, fuel contamination or driving through a river, a flood or on a road unsuitable for the vehicle. Any call-out for a customer-induced fault, (e.g. losing the key to the vehicle or changing a punctured tyre) will lead to additional charges being applied to the rental agreement.

3.9 You are not permitted to take the vehicle on any roads specifically prohibited by Us as We consider them unsafe for inexperienced drivers or to be in such poor condition as to be likely to damage the vehicle.

3.10 If You do not keep to the conditions of our agreement, We can ask You to bring back the vehicle before the date and time We have agreed with You. To do this We will give You written notice in person or send it to Your email address, or via text, Viber or WhatsApp message to Your mobile phone, if provided. Once We have given You the notice, You will no longer have our permission to have the vehicle. We may then take back our vehicle. If We believe You have given Us false information which was material to the decision to provide the vehicle to You, We may take back the vehicle without giving You any notice. You will be required to arrange the collection of the vehicle in these instances.

4. PRICES & PAYMENTS

4.1 Prices quoted for Our Vehicles on our Website and publicity material are correct at the time of publication. In the event of any changes to the prices, We will notify You before accepting Your booking.

4.2 The price, and what this price includes, will be confirmed to You by Us at the time of booking and set out in our booking confirmation.

4.3 We guarantee the price of Your Vehicle stated in our booking confirmation.

4.4 The Client will ensure the full Euro, GBP, US dollar or Lek amount is received by Us after all bank charges and interest rate fluctuations are taken into account.

4.5 Our prices do not include visa fees; taxes or compulsory charges introduced by governments or regulatory bodies after You have booked a Vehicle; tips; personal expenditure; extras not specified in the Vehicle price; or personal travel insurance.

5. BALANCE OF PAYMENTS

5.1 We will confirm each booking on receipt of a deposit of the total cost of the hire. This deposit is non-refundable.

5.2 The Client will pay the balance of the Vehicle price on the Hire Start Date.

5.3 If the balance of the Vehicle price is not paid on the Hire Start Date, We will regard the Contract as cancelled by the Client and will retain the deposit.

6. CANCELLATION – BY THE CLIENT

6.2 If You wish to cancel Your booking following the issue to You by Us of Your booking confirmation, and 10 days before the Hire Start Date, We will require Your authority to cancel the booking in writing and will retain Your deposit.

6.3 Deposits are non-refundable. If You cancel Your booking, cancellation charges will be imposed as shown below:

(a) From payment of deposit till the starting day of the Hire – loss of deposit.

(b) From the starting day of the Hire and on – 100% of the Hire cost.

7. CHANGES – BY THE CLIENT

7.1 We will consider each change request on a case-by-case basis, subject to these Terms & Conditions.

7.2 After the Hire Start date, no refund for any unused portion or part of the Hire Period will be given. If the Client of their own volition makes any alterations to or departs early, such alteration or departure will be entirely at the Client's expense and liability.

8. CANCELLATION – BY US

8.1 If We cancel Your Vehicle Hire for any reason other than our insolvency or any circumstances beyond our reasonable control (see 10: Extreme Circumstances & Force Majeure), We will refund You the full price paid by You for Your Vehicle Hire, including any deposit(s).

8.2 In the event of any cancellation, We will not accept liability for any consequential expenses that the Client may incur as a result of the cancellation, or for any other loss or damage howsoever caused arising out of cancellation. In all cases, it is the Client's responsibility to have suitable insurance to cover any additional losses not covered by the Company's policy of reimbursement due to cancellation.

9. CHANGES – BY US

9.1 All Vehicles are subject to availability.

9.2 Due to unforeseen circumstances such as mechanical breakdown, theft or accidents, it might be necessary to swap the vehicle You have booked for a substitute, similar vehicle.

9.3 If We have to make a major or substantial change to the Vehicle before the Tour departure date We will notify You as soon as is reasonably possible and offer You one of the following options:

(a) to agree to the changes, including any impact on the price of the Hire;

(c) to cancel Your Vehicle completely and to receive a full refund including all deposits and any other fees charged, provided that the major change is not due to civil or political unrest or Force Majeure or any other reason beyond the control of the Company, and provided You respond within 7 days of notification.

9.4 We will in Our sole and absolute discretion (acting reasonably) decide what constitutes a major change of Vehicle type, and the Client agrees to accept the same.

10. EXTREME CIRCUMSTANCES & FORCE MAJEURE

10.1 We will not pay compensation or accept liability where any change or cancellation is beyond our reasonable control, including but not limited to: strikes and industrial action; acts of God; war; riot and civil unrest; malicious damage; compliance with any law or government order, rule regulation or direction; fire; flood; storm or other adverse Weather conditions; adverse Weather conditions affecting any airport or port or other transport link; flight delays; acts of terrorism; police or security alerts or precautionary measures.

10.2 Under no circumstances will We be held responsible for any delay, deviation or cancellation due to Weather conditions; nor can any Vehicle Hire be cancelled or amended by You at any time based on Weather conditions.

10.3 In the event of an airline cancelling a flight, or similar disruption to Your travel arrangements, forcing Us to cancel a Vehicle Hire, no money will be reimbursed to the Client. It is the Client's responsibility to have suitable travel insurance to cover any additional losses.

11. RESPONSIBILITIES – US

11.1 If the contract We have with You is not performed or is improperly performed by Us We will pay You appropriate compensation if this has affected the enjoyment of Your Vehicle Hire, subject to these Terms & Conditions.

11.2 Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of the cost of Your Vehicle Hire with Us.

11.3 We do not accept liability for compensation should there be no fault on the part of Us or Our suppliers and the reason for the improper performance of the Vehicle Hire arrangements was either the Client's fault, the actions of someone unconnected with the Vehicle Hire arrangements, or could not have been foreseen or avoided by Us or Our suppliers even if all due care had been exercised.

11.4 Our responsibility does not start till You take over the Vehicle at the designated collection point. We are not responsible for any additional expenses incurred in getting You to the collection point.

11.5 Our responsibility ends at the designated handover point.

11.6 We do not accept responsibility for the acts and/or omissions of any third parties or external agents with whom You may have made any bookings or arrangements directly.

11.7 The terrain in Albania and its neighbours makes mechanical breakdowns/problems impossible to avoid. Air-conditioning can sometimes fail; We cannot be held responsible for its failure and it might not be possible to repair till after the Vehicle Hire period is completed. In the event of a mechanical defect or breakdown, We will do Our best to repair and/or replace the vehicle at its entire discretion. Clients must understand that replacement parts and qualified mechanics are often hard to find in remote areas and that they may have to be extracted using local vehicles which do not meet the standards of the vehicles We usually provide.

11.8 We will not pay any refunds or compensation to the Client for any loss of Use of Our vehicles due to accidents which are not the fault of Us. The Client must understand that due to the nature of the areas in which We operate, finding a suitable replacement vehicle might not be possible.

11.9 Our responsibilities –

a) We will identify and tell You about any existing damage to the vehicle before You hand it over to You.

b) The vehicle You have hired may be fitted with a tracking device, which may be Used to ensure the safe and compliant operation of the vehicle in line with the terms of this agreement. If the vehicle is not returned on the agreed date, time and place We may Use the data recorded on the device to recover our vehicle. All data will be deleted once the rental agreement is ended.

c) The vehicle is roadworthy and suitable for You to Use at the start of the rental period.

d) We are responsible if someone is injured or dies as a result of our action or failure to act. We are also responsible for any loss You suffer as a result of Us breaking this agreement, if We could have predicted Your loss at the time this agreement started and it is a result of Us breaking this agreement. We are not responsible for any indirect losses which occur as a side effect of the main loss and which We or You could not have predicted, such as loss of profits or loss of opportunity (for example not being able to go to a business meeting or catching a flight).

12. RESPONSIBILITIES – THE CLIENT

12.1 The Client's booking is accepted on the understanding that they realise the potential risks and hazards that can be involved in travelling by motorised vehicles, including injury, loss or damage to property, discomfort and inconvenience.

12.2 The Client's booking is accepted only on the understanding that they recognise that safety standards in Albania and the Balkans are not the same as in the EU, the USA or similar regions.

12.3 The Client will comply at their expense and their liability with all legislation, visa requirements and immigration, customs and foreign exchange regulations of the countries visited.

12.4 The Client is responsible for Your behaviour and that of Your party. We reserve the right to remove You and/or any member of Your party from any Vehicle if You or any member of Your party is drunk or under the influence of drink or drugs, if You are (or We reasonably believe that You are) in unlawful possession of drugs, or are behaving violently, disruptively, dangerously, irresponsibly or in any manner which presents a risk to others or is causing a nuisance or annoyance to others. No refund will be given or compensation paid and no costs or expenses for which You have become liable or which are incurred by You will be made by Us or be recoverable by You from Us in such circumstances.

12.5 You are responsible for checking the times and dates on Your itinerary, particularly incoming and outgoing flight details. We do not accept liability for any errors resulting in You or Your party missing Your flights.

12.6 Our representatives may sometimes take photographs and films of You when handing over or collecting a Vehicle. These may subsequently be used in our advertising or marketing materials, on our Website, blog, or across social media platforms. If You do not consent to our using such

materials in this manner, it is Your responsibility to inform Us in writing before the start of Your Vehicle Hire period.

12.7 Should any damage occur to a vehicle or equipment as a result of the direct or indirect negligent, wilful, reckless or malicious Use of the vehicle or equipment by the Client or any member of their party, the Client shall reimburse Us for all losses howsoever incurred, including any losses which the insurer refuses to cover.

12.8 The Client is responsible for following the correct local legal procedure in the event of any accident involving other vehicles, persons or property. We cannot be held responsible if the Client fails to follow the correct local legal procedure in such an event.

12.9 Your responsibilities –

a) You must inspect the vehicle and any accessories We provide before You take the vehicle. If You are not satisfied with the vehicle or any accessories or if You do not think the condition of the vehicle meets our pre-rental inspection report, You must notify Us within 2 working hours. In the absence of such notice, it shall be deemed that You received the vehicle and any accessories in perfect working order.

b) You must take care of the vehicle, any accessories and the keys or other locking devices (including any apps which can be used with the vehicles) for the vehicle. You agree to return the vehicle in the same condition in which You received it. You must always lock the vehicle when You are not using it, and Use any security device which is fitted or supplied with the vehicle. You must always Use Your best endeavours to protect the vehicle against adverse Weather conditions which could cause damage to the vehicle. You must make sure that You Use the correct fuel and fluids in the vehicle.

c) You must not sell, rent or dispose of the vehicle, any of its parts or accessories. You must not give or try to give anyone the legal rights to the vehicle or transfer legal ownership.

d) You must not let anyone work on the vehicle or even top up fluids without our written permission. If We do give permission We will only give You a refund if You have a valid VAT receipt for the work We have given You permission for.

e) You must let Us know as soon as You become aware of any defect with the vehicle, if the check engine or any warning lights appear on the dashboard, or if the vehicle is stolen or involved in an accident or broken down. Failure to notify may result in You breaking this agreement and liable to paying costs We incur.

f) If We have agreed to drop off the vehicle at an address You have given Us, You will be responsible for the vehicle from the time We drop it off at this address.

h) Unless We have agreed to collect the vehicle from You, You must return the vehicle to the location We agreed. When You return the vehicle, our representative must check its condition. If We have agreed to allow You to return the vehicle outside of our opening hours, You will stay responsible for the vehicle and its condition until our staff have checked it at the earliest opportunity the following day.

i) You must not carry any object or substance which, because of its condition or smell, may harm the vehicle or delay Us renting or selling it.

j) You are responsible for removing Your personal belongings, including Your data, from the vehicle at the end of the tour, as We are not responsible for any items/data You leave in the vehicle. If You do leave items in the vehicle, We may agree to keep them for You to collect within a reasonable time. We may charge You reasonable costs for storing the items.

k) If You are involved in an accident, You must not admit that You are responsible. You should describe the situation as fully as possible when You are asked to do so by the police. You should get the names and addresses of everyone involved, including witnesses. You should also:

- make sure the vehicle is secure;
- tell the police straight away if anyone is injured or if there is a disagreement over who is responsible; and
- Contact us straight away.

l) If the vehicle has been stolen, You must tell Us as soon as possible and confirm this in writing as soon as reasonably possible. You or any authorised drivers will also need to:

- get the names and addresses of any witnesses and give them to Us;
- Send us any notices or other documents relating to any legal proceedings arising out of the theft or loss;
- Help us and our insurers in any legal proceedings, including allowing Us to take legal action in Your name and defending any legal action taken against You; and
- Give us back all keys and report the theft or loss to the police as soon as reasonably possible.

m) You are responsible for all charges, including legal and administrative costs for any road-traffic offence or parking (local authority or private), congestion or toll charges, or any other offence or charges involving the rental vehicle, including costs from the vehicle being clamped, seized or towed away. You are responsible for paying the appropriate authority or company for any charges and

costs if and when they ask You or Us for these payments. You will also be responsible for paying our reasonable administration charges for dealing with these matters. However, where it is not reasonably practicable to transfer liability for any such fine or charge, We may use our discretion to settle the fine or charge with the appropriate authority and re-charge You such amount together with an administration charge to reflect our reasonable administration costs. Should You wish to appeal, contest or dispute any such fine or charge We shall pass all relevant information to You and You must liaise directly with the appropriate authority or company to obtain any refund, where this is possible.

n) You are responsible for returning the vehicle at the time and date specified in advance. If You fail to do so, You will be in breach of a condition of this agreement. We can charge You for every day or part of the day You have the vehicle after You have returned it to Us. We will charge You a daily or hourly rate to cover any losses incurred until We get our vehicle back.

o) You are responsible for any damage caused to the underside of the vehicle, to the tyres, or to shock absorbers. If You damage a tyre beyond repair and purchase a spare, on a permanent 4x4 vehicle such as the Lada Niva, the replacement tyre has to be the same dimensions as the original. Running a permanent 4x4 vehicle on tyres of even slightly different dimensions can cause extensive damage to the transmission and transfer case. If You destroy a tyre beyond repair please inform Us immediately.

p) You are responsible for cleaning and disposing of any garbage in the car before handing it back to us, if you fail to wash it we will retain 20 Euro from your deposit

13. COMPLAINTS

13.1 We will endeavour to resolve any complaint as it arises. To do this We need to be made aware of the complaint. The Client agrees to the following procedure:

(a) The Client will ensure at the earliest opportunity any perceived failure in the performance, or improper performance in the Contract, is communicated to Us as soon as possible. We and the Client will then make prompt efforts to resolve the complaint.

(b) The Client agrees to give written details of any unresolved serious complaint via email to Us as soon as possible.

(c) If the complaint remains unresolved the Client agrees to set out their complaint in writing to Us within 7 days of completing the Vehicle Hire Period.

13.2 The Client agrees that the above provisions are reasonable and that any failure by the Client to comply with them will, at Our discretion, exclude any rights arising out of this contract.

14. FOREIGN & COMMONWEALTH OFFICE / STATE DEPARTMENT ETC ADVICE

14.1 The Client acknowledges that they are responsible for making themselves aware through Foreign Office advice, State Department warnings and any other sources available to them regarding the safety of any countries visited.

14.2 We accept no liability if the Client chooses to cancel a booking because of FCO or State Department advice or is not adequately insured to travel.

15. INSURANCE & RISK

15.1 We do not offer personal medical insurance coverage. You must be fully insured for the duration of Your Vehicle Hire Period. Your insurance should include adequate cancellation insurance, emergency evacuation and repatriation costs, as well as medical expenses, accidents and the safety of Your luggage, and cover the planned duration of the Vehicle Hire Period plus at least one additional day.

15.2 The Client accepts that they may travel to remote areas knowing that access to evacuation and/or suitable medical supplies and support may not always be available and is likely to take a considerable amount of time and use wilderness extraction techniques.

15.3 We reserve the right at any time to require the Client to produce a doctor's certificate certifying that the Client is fit to drive.

15.4 Our suppliers and local representatives are instructed not to act as our agents in booking any alternative activities other than Vehicle Hire which You have purchased directly from Us. Any assistance they may offer at Your request concerning such activities does not imply they have acted as Our agent or with Our authority or approval. We are not responsible for such activities and have no liability to You in respect of them.

15.5 Where We are found liable for loss and/or damage to any luggage or personal possessions (including money and/or tickets), the maximum amount We will have to pay You is euros €50 per person affected, as we assume that You will have adequate insurance at the time of booking.

15.6 All drivers must be aged 20 and over, with at least 24 months of driving experience (see 3.1 for exceptions).

16. PASSPORTS, VISAS & HEALTH MATTERS

16.1 Vaccinations, passports, visas (where applicable) etc are entirely the Client's responsibility and must be arranged before departure. We can take no responsibility for the cancellation of Your Vehicle Hire in the event You are not allowed to fly. If You are unable to travel due to being unable to obtain (or not having) the appropriate documents We reserve the right to retain the full cost of Your Vehicle Hire.

16.2 It is Your responsibility to inform Us of any medication You are on, or of any health issues that might affect Your ability to drive, including broken limbs, long-term heart problems and so on.

17. GENERAL

17.1 No persons, save Us, have the authority or is empowered to waive or vary any of these conditions.

17.2 We are not responsible for the content, policies or services of any sites linked to or accessible via the website enisrent.com

17.3 The Client acknowledges that before booking they have been given general information on passport and visa requirements, and of any health formalities required, and knows of no reason that would cause the Client to be unable to comply with these requirements.

17.4 Under no circumstances whatsoever will We be responsible for data roaming charges levied by Your mobile phone provider, or any phone charges incurred by You during the Vehicle Hire Period.

18. PHOTOGRAPHS

Photographs Used on this Website and elsewhere in our promotional materials are intended to give an overall impression rather than details of a specific vehicle.

19. DATA PROTECTION

We observe the requirements of EU data protection legislation in respect of all personal data held by Us at any time. We may Use Your email address to notify You of our services, offers and promotions from time to time. If You do not wish to receive this email, please let Us know, though You can also unsubscribe at any point.