



REEMAL'S RENTAL

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Agreement to Hire Rental Vehicle

This rental vehicle agreement (“Agreement”) is made between the Rental Owner (“Reemal’s Rental”) and the hirer whose particulars are recorded in this agreement (“Hirer”). The following is agreed:

Vehicle description and terms of hire

1. Reemal’s Rental will let, and the Hirer will take, the motor vehicle, details of which are set out on page 1 of this agreement (“Vehicle”), for the term of hire as described in this agreement.
 - i. The hire will end when the vehicle is returned on the agreed day, time, and location as specified in the rental agreement. Late returns will be subject to a surcharge of \$25.00 per hour for up to the first 5 hours and \$100.00 per day thereafter in addition to the daily agreed rate.
 - ii. Vehicle hire charges under this rental agreement, once executed, are non-refundable and non-transferable.
 - iii. No refund will be made in case the hirer cancels or voids this agreement, picks up the car late, or returns it earlier than the agreed day and time as stated in the agreement.
2. Reemal’s Rental shall have the right to terminate this agreement and repossess the vehicle at any time, without notice to the hirer. The hirer shall pay reasonable costs of repossessing the vehicle including towing charges, where:
 - i. The hirer is in breach of any material term of this agreement.
 - ii. The vehicle was hired through means of fraud or misrepresentation.
 - iii. Rental payment is in arrears or payment declined.
 - iv. The vehicle appears to be abandoned.
 - v. Upon lapse or expiry of hire term
 - vi. The vehicle is damaged or endangered.
 - vii. Upon recommendation from LTA or Police to end the agreement in the interest of road safety
 - viii. In such cases, the hirer has no right to a refund of any part of the charges already paid. The termination of the hire under this clause shall be without prejudice to the other rights of Reemal’s Rental under this agreement or otherwise.

Persons who may drive the Vehicle

3. The Vehicle must only be driven;
 - i. by persons named or described in page 1 of this Agreement, and
 - ii. it is a legal requirement that these named persons hold a valid and full current overseas or Fiji driver's license (with English translation if required) that is appropriate for the class of Vehicle; and
 - iii. within the conditions of the Hirer's license

The license details are recorded in the agreement alongside each person's name and address.

Payments by Hirer

4. The Hirer must pay Reemal's Rental for the Vehicle hire the sum or sums specified on page 1 of this Agreement.
5. In addition to the payment specified in *clause 4 "Payments by Hirer"* above, the Hirer acknowledges that s/he will be liable at the end of the hire period to pay Reemal's Rental any applicable additional charges. These may include charges for additional distance driven, fuel, late return, damage to or repair of the Vehicle (subject to the other terms of this Agreement), any enforcement charges relating to such damage or repairs (including legal costs), traffic fines or infringement fees (see clauses 21 to 24) and the administration costs relating to these fines and fees, and toll charges. Reemal's Rental is entitled to deduct any such charges from the Hirer's credit card during or after the term of hire is completed, or the Hirer may pay such charges as agreed with Reemal's Rental, such choice is at the discretion of Reemal's Rental.

Use of the Vehicle

6. The Hirer must not:
 - i. use or allow the Vehicle to be used for the transport of passengers for hire or reward ;
 - ii. sublet or hire the Vehicle to any other person;
 - iii. allow the Vehicle to be used outside his/her authority;
 - iv. operate the Vehicle or allow it to be operated in circumstances that constitute an offense against and/ or breach of any of the Sections of the Land Transport Authority of Fiji Act;
 - v. operate the Vehicle or allow it to be operated in any race, speed test, rally, or contest;
 - vi. operate the Vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or number of passengers, whichever is the lesser for the Vehicle;
 - vii. drive or allow the Vehicle to be driven on any roads excluded in clause 21 (iii) of this agreement, or on any beach, driveway, or surface likely to damage the Vehicle

Hirer's obligations

7. During the period of hire, the Hirer must ensure that:
 - i. All reasonable care is taken when driving and parking the Vehicle;
 - ii. the water in the Vehicle's radiator and battery is maintained at the proper level;
 - iii. the oil in the Vehicle is maintained at the proper level;
 - iv. the tyres are maintained at their proper pressure;
 - v. the Vehicle is locked and secure at all times when it is not in use;
 - vi. the distance recorder or speedometer is not interfered with;
 - vii. no part of the engine, transmission, braking, or suspension systems is interfered with; and
 - viii. should a warning light be illuminated, or the Hirer believes the Vehicle requires mechanical attention, they stop driving and advise Reemal's Rental immediately.
 - ix. No one smokes in the car.

Reemal's Rental Obligations

8. Reemal's Rental will supply the Vehicle in a safe and road-worthy condition, displaying a valid and current Certificate of Fitness.

Mechanical repairs and accidents

9. If the Vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Hirer must notify Reemal's Rental of the full circumstances immediately.

In the event of an accident, the hirer shall not admit any liability to third parties but report the accident to the police.

10. The Hirer must not arrange or undertake any repairs or salvage Reemal's Rental authority except to the extent that repairs or salvage are necessary to prevent further damage to the Vehicle or to other property.
11. If the vehicle requires repair or replacement, Reemal's Rental may arrange repairs to the vehicle or arrange a replacement vehicle within a reasonable time frame. However, if the vehicle was damaged and deemed unsuitable for driving whilst operated in a manner that was in breach of this agreement, Reemal's Rental will make no refund for the unused hire period, may not provide a replacement vehicle and shall not be responsible for the cost of transporting the hirer and any accompanying passengers from the accident location.

Return of Vehicle

12. The Hirer must, at or before the expiry of the term of hire, deliver the Vehicle to the place of business of Reemal's Rental or its agent as shown on page 1 of this Agreement, or obtain Reemal's Rental consent to the continuation of the hire (in which case the Hirer must pay additional hire charges for the extended term of hire). If the Hirer does not comply with this clause 12, the Hirer will be liable for additional charges for the late return of the Vehicle.

Liability for Damage

13. Subject to clauses 15, the Hirer is liable for:

- i. any loss of, or damage to, the Vehicle and its accessories (excluding fair wear and tear) and any consequential damage, loss or costs incurred by Reemal's Rental, including salvage costs;
- ii. any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
- iii. Loss of use of the vehicle by Reemal's Rental while the vehicle is off-road for repairs. This period shall be charged at the rental rate the vehicle was hired at.
- iv. The hirer's liability for damage applies in respect of each incident or accident, not each rental.

14. Liability for cleaning charges

If the vehicle is returned in an excessively dirty condition that requires specialist cleaning or sanitizing, the hirer shall be liable for the full cost of this cleaning, repair, and any consequent loss of use of the vehicle. Such charges may include but are not limited to cleaning of:

- i. Spillage of fluids, such as drinks, milk, oil, paint, etc.
- ii. Perishable food, fish, vomit, and associated smells
- iii. Cigarette and cigar smoke smells
- iv. Removal of sand, hair, stains, and animal odors

Insurance

15. Reemal's Rental rental fleet is insured under a policy of motor vehicle insurance ("Policy") from a person or company licensed to carry on insurance business in the Republic of Fiji Islands. Under the Policy, every person named in this Agreement as a person permitted to drive the Vehicle, subject to clauses 15 and 18, is covered against the losses set out in clause 12.

IMPORTANT: Reemal's Rental is not providing insurance services to the Hirer. Reemal's Rental manages the insurance provided under the Policy and it reserves the right to determine whether or not to claim under the Policy. In the event of damage to the Vehicle, the Hirer agrees to immediately contact, and solely deal with, Reemal's Rental.

16. The cover provided under the policy is limited to the value of \$4000 + VAT in respect of clauses 13 (i) and 13 (ii)

17. The Hirer can make his/her insurance arrangements if Reemal's Rental is satisfied that the Hirer's insurance is comparable to the cover under the Policy.

18. If the hirer elects to not make his/her own insurance arrangements in accordance with clause 15, the Hirer must pay a contribution to Reemal's Rental total excess under the policy to the amount of \$2300 inclusive of VAT.
19. If the Hirer elects to pay an excess waiver fee, or the amount noted of on ACCEPTANCE then Reemal's Rental agrees to waive their right to claim from the Hirer the maximum excess contribution in Clause 16. In all cases Reemal's Rental can claim the minimum of \$287.50 inclusive of VAT, or the amount noted on page 1 of this agreement.
20. The Hirer will not be covered under the Policy (and therefore is personally liable for all damage/loss under clauses 13 and 14) if –
- i. the driver of the Vehicle is under the influence of any intoxicating substance, drug, kava or alcohol;
 - ii. the Vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the Hirer or driver was aware or should have been aware of the unsafe or unroadworthy condition of the Vehicle;
 - iii. the Vehicle is driven in any race, speed test, rally, hill climbing, or contest;
 - iv. the Vehicle is driven in breach of clause 3;
 - v. the Vehicle is being driven outside the Policy's description of use; or
 - vi. the Hirer has elected to use their own insurance in accordance with clause 17.
21. Despite anything else contained in these terms and conditions, and regardless of whether the Hirer has paid the Excess Waiver Fee, the Hirer will be liable for all damage, loss and costs referred to in clause 14 up to the amount of Reemal's Rental's Total Excess under its Policy (including reasonable indirect costs associated with claiming) where –
- i. the driver commits any offence under any traffic regulation or statute that, in the reasonable opinion of Reemal's Rental, contributed to the accident or loss;
 - ii. in the reasonable opinion of Reemal's Rental, the vehicle was driven in a manner that posed a real danger to the lives and/or property of any other person, and this contributed to the accident or loss;
 - iii. The vehicle was driven on any of the following roads or locations – non tar sealed roads, feeder roads, beaches, creeks, river or riverbeds – Salt or Water damage.
 - iv. the Vehicle was operated beyond the term of this Agreement or any agreed extension of the term, and, in the reasonable opinion of Reemal's Rental, this contributed to the accident or loss.
 - v. any damage to the roof or underbody of the vehicle.
 - vi. Any damage to the vehicle or accessories due to the incorrect fitting of bike racks or any other item carried inside or outside the vehicle, such as a surfboard, kayak or bicycle.
 - vii. any costs incurred by Reemal's Rental in recovering outstanding charges or fees owed to it, plus interest accruing at 15% per annum.

Bond

22. Reemal's Rental will require the Hirer to pay the applicable bond at the start of the hire. If a loss occurs under clauses 13 and 14, it may be deducted from the value of the loss or be used to contribute to the Excess Contribution or Total Excess (whichever applies).

Infringement offences

23. The Hirer is liable for an offense committed during the period of hire where the offense –
- i. is a speeding offense, toll offense or offense in respect of failure to comply with the directions given by a traffic signal where that offense was detected by approved vehicle surveillance equipment; or
 - ii. an offense for parking in any portion of a road in breach of any bylaw or a road controlling authority or an offense against any part of Land Transport Authority of Fiji (Road User) Rule; or any other town or city parking infringement.
24. The Hirer must pay any infringement fee and costs that may become payable because of an infringement notice served on Reemal's Rental for any of the offenses set out in clause 23 (i) to (ii), and the Hirer authorizes Reemal's Rental to debit their credit card with such infringement fee and costs, including an administration fee of up to \$45.00 per infringement notice received.
25. If Reemal's Rental receives an infringement notice or a reminder notice for an offense under clause 23, Reemal's Rental will send the Hirer a copy of the notice and the rental service agreement within 5 working days, and –
- i. In the case of Reemal's Rental receiving an infringement notice, Reemal's Rental will notify the Hirer that it will debit the Hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement upon receipt of a reminder notice; or
 - ii. In the case of Reemal's Rental receiving a reminder notice only, notify the Hirer that it will debit the Hirer's credit card for the amount specified on the notice and any fees or costs payable under this agreement.
26. The Hirer has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority, and the right to seek a court hearing (within 56 days from the date of issue of the infringement notice or 28 days from the date of issue of the reminder notice).

Dangerous driving and personal information

27. If, in the reasonable opinion of Reemal's Rental, the Hirer's driving is likely to pose a real danger to themselves and/or compromise road safety, then –
- i. Reemal's Rental may cancel this Agreement immediately with written or verbal notice; and
 - ii. The Hirer must, as soon as practicable, return the Vehicle to the place of business of Reemal's Rental or its authorized agent; and
 - iii. The Hirer's personal information contained within this Agreement may be disclosed to other relevant operators for the purpose of promoting safe driving in Fiji.

Hirer's information

28. The information requested from the hirer is to enable Reemal's Rental to assess the hirer's request to hire a vehicle. The hirer doesn't have to provide this information, however in such case, Reemal's Rental will not be able to hire the vehicle to the hirer. The hirer acknowledges that Reemal's Rental will collect, store and use the hirer's personal information for purposes related to the hire of the vehicle and customer service-related provisions, including direct marketing and customer satisfaction on products and services provided by Reemal's Rental. The hirer further acknowledges that such personal information maybe disclosed to Debt Collection Agencies in the event that the hirer defaults in the payment of any monies owing to Reemal's Rental, or other parties involved in an accident with the vehicle while on hire to the hirer, or any organization responsible for the processing or handling of traffic related infringements, and the hirer hereby authorizes the disclosure of their personal information for such purposes.

Release and Indemnity of Reemal's Rental

29. The hirer releases Reemal's Rental and its employees and agents from any liability to the hirer, for any loss or damage incurred by the hirer due to rental, possession or use of the vehicle.
30. The hirer hereby indemnifies and shall keep indemnified Reemal's Rental and its employees and agents against any claims, demands and expenses (including legal costs) incurred or sustained by the hirer because of the hirer's use or possession of the vehicle.

Personal injury, Personal property and storage of property

31. Reemal's Rental strongly recommends that hirers travelling in Fiji take out Personal Travel Insurance.
32. Reemal's Rental do not accept any liability for:
- i. Personal injuries sustained whatsoever during the term of hire.
 - ii. Damage or loss of the hirer's personal property.
 - iii. Any other losses suffered by the hirer, such as missed flights, medical expenses etc.
 - iv. Property belonging to any other person that is carried in the vehicle.
33. If the hirer or any other person leaves any property with Reemal's Rental for any reason, this shall be entirely at that person's own risk, and Reemal's Rental will not accept liability for damage or loss for any reason whatsoever.

Claims against Third Parties

34. Reemal's Rental is not responsible for pursuing any claims the hirer may have against third parties for any damage or loss including the hirer's liability paid to Reemal's Rental. Reemal's Rental will provide an invoice for any amount paid to it by the hirer.
35. In the event the hirer arranges alternate insurance cover (including complimentary credit card insurance) for the hirer's liability or any other amount due under the terms of this agreement, the hirer will pay the full sum directly to Reemal's Rental and Reemal's Rental will provide an invoice for the sum paid. It is not Reemal's Rental's responsibility to provide to the hirer or any other party alternate repair quotes, police reports, photographs or any other information that maybe required to substantiate the hirer's subsequent claim on their insurance.

NOTE: IT IS THE HIRER'S RESPONSIBILITY TO KEEP A COPY OF THIS AGREEMENT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE, AND TO PRODUCE IT ON DEMAND TO A POLICE OFFICER OR A LAND TRANSPORT AUTHORITY OF FIJI ENFORCEMENT OFFICER.

Cancellation & Refund Policy

- i. Free cancellations are permitted 30 days before the start of the hire period.
- ii. For any cancellations 30 days to 3 days before the start of the hire period, a 50% refund will be provided.
- iii. For any cancellations within the 3-day period before the start of the hire period, no refund will be provided.
- iv. If a vehicle cannot be hired out due to unforeseen circumstances (e.g natural disasters) then Reemal's Rental will refund any money paid for the car (excluding Hirer's bank fees).
- v. All refunds are only for the amount paid for the hire car to Reemal's Rental and EXCLUDES any bank fees imposed by the Hirer's banking institution.

Privacy Policy

- i. Reemal's Rental is committed to ensuring the privacy of your personal information and this privacy notice is designed to tell you which information we collect from you, how this information may be used and how it is protected.
- ii. Reemal's Rental has created an Internet database to allow consumers to store their billing information. Registration is entirely voluntary, and you have the ability to correct or delete the information at any time.
- iii. In order to make every effort to ensure that your experience is secure, we use encryption technology to protect you against the loss, misuse or alteration of your personal information. When you fill out any contact forms or access your account, a secure server encrypts all of your information through the use of Secure Socket Layers (SSLs).

Secure Payment

- i. Payments can be made via direct bank transfer into our bank account or pay us when you collect your car.
- ii. All prices are in Fijian dollars (FJD) and include 9% Value Added Tax (VAT), 6% Environmental Tax, 10% STT and \$10 Stamp Duty.

*Rates displayed on this site and their prices are subject to change without notice from time to time.