



MKAZ TRAVEL NETWORK SDN BHD
F-01-05 JALAN VITA 1
PLAZA CRYSTALVILLE
LINGKARAN CYBERPOINT TIMUR
63000 CYBERJAYA

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TERM & CONDITION

GENERAL

Rates specified are for a minimum of 24 hours borrower. Additional hours will be calculated, per hour up to a maximum of 5 hours only.

If the BORROWER or GUARANTOR breaches the terms and conditions, action will be taken to blacklist (CTOS) BOTH PARTIES and billed 10% outstanding payments each month.

STANDARD RENTAL QUALIFICATION

MKAZ reserves the right to refuse any rental, at their discretion, or should the Hirer not meet with the standard terms and conditions of rental.

EXTENSION OF BORROWING

MKAZ TRAVEL NETWORK SDN. BHD may agree to extend the borrowing period as long as you do inform us 2 days before the end of borrowing day. If you are failed to do so we reserve the right to terminate the borrowing agreement and we have the right to charge you base on daily rate (24 hours) until we get our vehicle back.

DRIVING LICENSE

Borrower must be between the age of 17 and 65 years old.

Borrower must possess a valid local driving license or international driving permit with qualified driving experience of at least one year. Probational licence holders will not be accepted.

REQUIRED DOCUMENTS

Photocopy of driver NRIC / Passport and License, Photocopy of NRIC / Passport of guarantor, Utility bill and Business card (if any).

FOR COLLECTION AND DELIVERY

For delivery or collection out of business location an additional charge per way may be imposed, depending on distance, accessibility of the destination and time of day.

Details on the charges and procedures will be made available at time of enquiry.

SPEED LIMIT

Speed limit for highway in Malaysia is 110 KM/hr, while normal road is 90 KM/hr. Please drive carefully and obey traffic rules.

DEPOSITS AND PAYMENT

In addition to the rent charges, the customer is required to have a cash security deposit and an equivalent as a guarantee of proper usage of the vehicle for the entire duration of the contract, sum which will be reimbursed if no damage or summons is notified after 14 working days after return the vehicle.

Non Malaysian: A minimum amount of RM300.00 (refundable security deposit) is required upon picking up the car and the amount may change depending on the car selection. MKAZ will notify customer regarding the amount of deposit needed after the booking has successfully been made.

MKAZ accepts the following credit & debit cards: Visa and MasterCard. Third party credit cards are not accepted. The credit card presented must be in the name of the authorized renter. MKAZ reserves the right to refuse its car rental services if this term is not met. Cash deposits are not acceptable.

BOOKING CANCELLATIONS

Booking deposit of RM300.00 are non- refundable and a penalty of RM300.00 will be imposed if cancellation is made before 24 hours from the date of borrower.

ACCIDENT, DAMAGE AND OTHER CHARGES

The Hirer accepts responsibility to repair and change to new original parts at current market price plus labors on items that are damaged, lost or stolen during the period of Hire. As such, hirer's deposit shall be forfeited. The possibility of such incident would be as follows:-

- scratches on car body which have to be re-paint
- minor or major damaged on all front & rear lamps
- broken / smash windshield, window glass & wiper
- damaged on car seats (eg. Cigarettes burn marks, stains, etc.)
- fender & bumper bend or fall out
- any missing & damage items relating to the car

Hirer must always make sure the vehicle's water temperature is always at normal level. Should hirer encounter water heating or temperature rise, stop the car immediately at a safety area and contact our respond team. For long distance drive, hirer must regularly check the water level and add in water if needed and engine oil of the rented vehicle.

Failure to inform MKAZ on any damages or potential damages may results in suffering a breakdown, such as major damage to the engine, transmission and suspension. The cost of repairing will be under hirer's full responsibility.

In the case of major damaging happen to MKAZ car(s) that require MKAZ to claim compensation from Insurance Company, then the time spend on claiming from the Insurance company and sending for repairing would have resulting losses to MKAZ.

The accident or damage only applies for collision between two moving objects. Any damage while the vehicle is stationary will be under hirer's full responsibility and subjected to the above excess and excess protection.

All insurance and excess protection do not apply for damage or lost due to careless action, negligence, illegal or improper use of the vehicle. The insurance and excess protection also not cover for missing items or accessories or damages ,tyre punctures, burst tyres, fuel errors,

battery damage because of forgotten turned off electrical devices and loss or damage to the vehicle accessories.

The hirer is reminded that underbody and overhead damage is at their own risk at all time. All insurance and excess protection is void if the vehicle is driven on unsealed and unmade road or surface.

The hirer is required to contact our representatives to inform us for any event of accidents or car theft.

As such, no replacement of car by MKAZ and hirer are liable to pay the excess fees. Hirer's deposit with balance of hire rates (if any) paid to MKAZ shall be forfeited.

COLLISION DAMAGE WAIVER

All vehicles are fully insured with standard motor vehicle policy. However the hirer is always for an amount equivalent to the excess clause not exceeding MYR2,500 (Group A), MYR3,500 (Group B), MYR5,500 (Group C) and MYR10,500 (Group D).

Collision Damage Waiver is provided to Hirer to reduce the excess liability to minimal. For example, should Hirer intentionally or unintentionally causes damage to MKAZ vehicle, hirer is liable to pay the excess which can be reduced as per detailed below:-

MYR 1,000 (Group A), MYR 2,000 (Group B), MYR 3,000 (Group C) and MYR 5,000 (Group D).by purchasing optional Excess Protection for MYR20.00 per day (Group A), MYR30.00 per day (Group B), MYR40.00 per day (Group C) and MYR50.00 per day (Group D).

CDW will only be effective subject to availability of a police report within 24 hours from the time of accident. Acceptance of CDW does not cover the Reduced Excess Amount indicated above which shall be the responsibility of Hirer.

LOSS OF USE

MKAZ have the right to claim for compensation of company losses of future revenues when an accident disables a *vehicle*. Hirer is always liable to pay for the compensation of company losses which estimated based on the number of days to have MKAZ vehicles repaired. Rental rates is subject to MKAZ review and approval.

ACCIDENT AND EMERGENCY GUIDELINE

In case of accidents involving the vehicle, the Hirer shall:

- i) obtain the names, identity card numbers, addresses of the parties involved and of the witnesses.
- ii) notify MKAZ immediately and completing forthwith MKAZ Accident Report Form and complying with all requests of MKAZ to provide assistance in any litigation or investigation relating to such damage or accident.
- iii) notify the police or other proper authority within twenty-four (24) hours from the time of occurrence of the accident and shall supply such information, drawings and assistance in connection with the accidents as the police may require.

iv) In any emergency situation, such as breakdown, MKAZ has its own appointed towing company. Hirer may contact MKAZ representative number given on the guideline sheet (24 hours including public holidays) for further advice.

RATES INCLUDES :

5000 kilometers per month for service and maintenance.

RATES EXCLUDES :

Damage caused by negligence, such as punctures and burst tires, fuel errors, lack of battery charge due to forgetting to turn off electrical appliances, loss or damage to the vehicle accessories.

Rates do not include refundable security deposit, petrol, toll fees (cash, Smart Tag or Touch 'n Go), Damage waiver (CDW), additional driver, theft excess, Personal Accident Insurance (P.A.I), Singapore permit, parking charges, traffic fines, airport charges, fuel & other optional charges.

DRIVING RESTRICTIONS

MKAZ vehicles cannot be driven into Singapore, Thailand, Brunei and Indonesia. Subsequently MKAZ vehicles are prohibited from being loaded onto other modes of transportation via sea, river and air for usage from mainland to Langkawi, Tioman, Redang, Pangkor island etc.

CANCELLATIONS

MKAZ reserves the right to cancel any rental prior to commencement for any reason whatsoever. The company may, if it so chooses, recommend an alternative vehicle to hirer, preferably of the same category. Should hirer decide not to accept the alternative, all monies paid by hirer will be refunded in full without further obligation or liability on the part of The Company.

No refunds, either in part or in full, will be made for unused borrow. For cancellation of booking at any time by borrower, booking fees paid shall be forfeited.

All cancellation must be notified 24 hours before the booking date. In the event of any cancellation, the following fees will be applicable:

- i) Weekdays (excluding public holiday)- Full refund if cancellation notified 24 hours before the booking dates.
- ii) Weekends, peak hour and public holidays - No refunds, either in part or in full.

For all refund process, payment will be made within 30 calendar days.

METHOD OF PAYMENT

The borrower shall pay the owner for the borrow of the vehicle the sum or sums specified in the Borrow Document upon vehicle and authorizes the owner to charge all amounts payable to the owner.

Methods of payment accepted are credit card (MasterCard/Visa) with a 3% surcharge, telegraphic transfer, cash deposit, cash on delivery, e-wallet and online banking. Whatever the method of payment, funds must have cleared in our account by the payment deadline.

For credit card payments made online, we reserve the right to require a Letter of Authorization to verify legitimate use of the card.

REFUND

In addition to the rent charges, the customer is required to have a cash security deposit and an equivalent as a guarantee of proper usage of the vehicle for the entire duration of the contract, sum which will be reimbursed if no damage or summons is notified after 14 working days after return the vehicle.

SUMMONS, TRAFFIC FINES AND OTHER PENALTIES

Borrower will be charged an additional of RM50 for every summons paid by MKAZ TRAVEL NETWORK SDN. BHD.

Borrower is always responsible for all parking fees and traffic fines incurred during the borrower period.

PROHIBITION OF GOODS

All prohibited goods (such as pirated VCDs, drugs, alcohol, etc.) and goods with an unpleasant odour are also strictly prohibited from being carried in the vehicle (e.g. durian, salted fish. Etc.). *Borrower will be responsible to pay all costs of removing odours , including air- conditioning service and loss of borrower days for the company.

NON-SMOKING VEHICLES

Smoking is prohibited inside the car. Penalty MYR300 will be charged for cleaning any unpleasant odour.

LONG TERM RENTAL

For long term rental, the hirer is responsible to return the car at our nearest branch if the car is due for servicing. We reserve the right to charge penalty of MYR1.00 per KM after 500 KM exceeding the service limit.

Hirer is liable for any cost of damages happen due to failure of bringing the vehicles for servicing.

VEHICLE CONDITION

Upon returning, the car has to be in the same condition as when it was delivered. Falling which, the borrower will be liable for the cost of restoring the vehicle to it's original condition.

CONSENT FOR PRE-AUTHORISATION OR FULL AUTHORISATION

Full authorisation charge an amount of money in your account. The process of obtaining an authorization from customer for a transaction which usually identified with an alpha numeric / numeric code prior to completion of the transaction in which a Card is being utilized.

i) Extending the rentals

If you want to extend the rental, please contact us as soon as possible. At the latest, this should be before the end date and time on your rental agreement. Extra days will be charges at 'pay at location" prices. Your full authorisation will be updated to include any anticipated additional cost- and you will need to use the same payment card you used for the original full authorisation. You may need to go into the rental location to sign a new rental agreement and/or provide an additional payment card for the full authorisation.

If you failed to extend the rental and you more than 5 hours late returning the vehicles, your rental will be extended and you will be charged an extra days rental at current pay at location prices plus a late-return processing fee for each day of part of a day until the vehicle is returned.

If you do not bring the vehicle back to us at the agreed date and time, you will have broken your contract with us and will lose the benefit or any damage waivers, excess reduction products or insurance. This means you will need to show that the damage, loss or theft occurred before the agreed return date if you wish to benefit from these waiver and protection products. We will take steps to find the vehicle and get it back. This could include reporting the vehicle to police as missing or stolen, giving your details to a repossession agency and/or third party to recover the vehicle from your premises. If you do not bring the vehicle back to us at agreed time and date, we will proceed to charge your payment card on the daily basis rate.

If you fail to return your vehicle at the agreed time and date, you will also have to pay:

- a) the full cost of recovery
- b) loss of rental income we incur
- c) costs we have to pay third parties in relation to vehicles
- d) our own reasonable costs, including a late return processing fee.

When you sign the rental agreement, you give us full authorisation to do this. We have rights to charge it to your payment card.

ii) additional charge such as delivery charge, pickup charge and whichever is equivalent to the bookings.

Some rental locations offer a delivery service where we drop off the vehicle and any optional extras you requested, at the address you give us for the start date and time. If we agree to a delivery, this will be stated on your rental agreement. We charge a fee for delivering the vehicle. If you choose to have the vehicle delivered, you must be present at the delivery location during your requested delivery period. The same process implies to pick up charges if you choose to return the car at your place. If you do not meet the requirements in this contracts, then we may refuse to deliver the vehicle to you.

In any conditions, you choose to change the location from original agreement, additional cost may incur depending on your location. And so we have right to charge your payment card for any additional amount that will be incur. You must give us at least one day's notice to organize delivery. We may be able to deliver at shorter notice, but you will need to check with the Reservation Team.

CONSENT FOR PRE-AUTHORISATION

A pre-authorization holds an amount of money in your account. Once a pre-authorization has happened, you won't be able to use that money for anything else until you've paid for the rental and the pre-authorization has been released by your card company.

While a pre-authorization is in effect, it may even look like the amount has been deducted from your account, this isn't the case, the money is simply "on hold" until a final payment has been made.

The final payment amount will be calculated and processed using the payment card provided. If you choose to pay by different method, please be aware that the pre-authorization on the original card could last up to 30 days.

i) Vehicle condition such as minor and major defects

All our vehicle has been maintained in accordance with the manufacturer's recommended standards and will be roadworthy at "pick-up". Any existing damage, other than minor damage will be stated on the contract.

Minor defects referred as per mentioned under clause accident, damage and other charges is applicable. Your pre-authorization will be updated to include any anticipated additional cost and you will need to use the same payment card with sufficient fund on it. You may need to go into the rental location to provide an additional payment card for the pre-authorization.

You undertake that the details you provide us with in making a booking are fully correct. MKAZ Companies reserve the right not to accept certain Payment Instruments. MKAZ may add or remove other payment methods at its discretion.

ii) Minor and major accident, summons and other fines.

Should Hirer intentionally or unintentionally causes damage to MKAZ vehicle, hirer is always liable to pay the excess which can be reduced as per clause under collision damage waivers.

You must notify us immediately within 24 hours if the vehicles have been involved in an accident or damage event, even if no third party was involved. If the vehicles is lost, stolen or damaged, you must to the extend the law allows, pay the excess stated in this rental agreement, any taxes or our damage or theft processing fee (unless you have purchased additional waivers to further reduce your excess). You must provide us properly completed incident report form, including the contact details of other parties involved, within 24 hours of accident.

PAYMENTS

Your excess will not apply if the loss or damage is attributable to your deliberate or fraudulent act, omission or gross negligence. At time of accident occurs, we will charge you an amount following by Collision Damage waiver (if your purchase) or an amount of non-purchase of collision damage waiver . You authorize the applicable MKAZ Companies to charge or debit your Payment Instrument for the full price. You are always liable to pay for the compensation of company losses which estimated based on the number of days to have MKAZ vehicles repaired. Rental rates is subject to MKAZ review and approval.

To complete payment for such pre-paid rental bookings, delivery charge , pickup charge or other charges whichever is applicable, you authorize the applicable MKAZ Companies to

charge or debit your Payment Instrument for the full price (sometimes without any option for refund depending on the Rental's booking conditions, see below) upon reservation and confirmation of the booking, at the future point in time communicated in the confirmation email.

To complete payment for such post-paid charges such as defects, summons and others whichever is applicable, you authorize the applicable MKAZ Companies to charge or debit your Payment Instrument for the full price. Please ensure that your Payment Instrument is valid and has sufficient credit on the future payment date. If the Payment Instrument cannot be charged on such date for whatever reason, we have right to invoice you manually and requires you to pay in full.

. MKAZ Companies will process refunds, if and when applicable, within a reasonable timeframe. You also authorize the crediting to your Payment Instrument in case of reversals, refunds, or adjustments through the service which facilitates the processing of payment transactions. In such cases some rental may pre-authorize your card, charge a deposit or charge the full price of the reservation up-front. Booking may require credit card details in order to guarantee your reservation. As such, MKAZ Companies will send your Payment Instrument information directly to the branch at which your booking is made and may verify (i.e. pre-authorize) your Payment Instrument as well. In order to safeguard and encrypt your Payment Instrument information when in transit to us, we use the "Secure Socket Layer (SSL)" technology for our services. Please note that your bank may impose additional fees on the transaction, over which MKAZ Companies have no control.

Certain Payment Instrument companies charge their member banks a fee for processing "foreign transactions". If you make card transactions and the recipient uses a bank located in a different country other than the bank which issued your card, an international service assessment, cross-border transaction fee or similar fee may be charged. Your issuing bank may or may not pass this fee on to you (the card user). Please contact your issuing bank for details as this is outside the control of MKAZ Companies.

In the event of Payment Instrument fraud or unauthorized use of your Payment Instrument by third parties, you should contact your bank or card issuer immediately upon becoming aware of such unauthorized use. If you suspect an unauthorized or fraudulent booking was made via MKAZ, please contact our Customer Service team immediately.

In order to make a booking you must be over 18 years old (or such other age at which majority is reached in your country or territory) and have the full legal capacity to make the transaction (or have the authorization to do so from your legal guardian). You undertake that the credit or debit card you are using is your own or that you are authorized to complete the booking with this card and that there are sufficient funds to cover the cost of the transaction. You accept financial responsibility for all transactions made under your name or account.

You undertake that the details you provide us with in making a booking are fully correct. MKAZ Companies reserve the right not to accept certain Payment Instruments. MKAZ may add or remove other payment methods at its discretion. For increased convenience, MKAZ

now also offers the option to have your Payment Instrument details securely stored on file. For more details, have a look at our Privacy Policy.

We have stringent fraud detection and prevention mechanisms in place. In certain cases, we may require additional information or verification to validate and confirm the booking, as explained in more detail on the Site. Reservations are not confirmed until you have received a confirmation mail with a voucher and it is possible that a booking could become fully booked during the fraud check, in which case the reservation will no longer be available. MKAZ can never be held liable in such cases. Additional information submitted will be treated in line with strict industry standards to protect privacy, using encryption for transmission and specialized agents for verification. If you choose not to submit the additional information or if we are not satisfied with the information received, the booking will not be completed and fully cancelled and any amounts charged (including the verification charge where applicable) will be refunded.

A word about failed payments

For a variety of reasons, payment on the Site may fail. In such cases, MKAZ will offer you alternatives to ensure your reservation can go ahead. If you have any questions, please contact our Customer Service department.