

OFFER
for Car Rental Booking Agreement

TERMS AND DEFINITIONS

Albaniarentaltourism.com – A.M.E.L SH.P.K

Website – Albaniarentaltourism.com.

System – the Albaniarentaltourism.com booking system put on the Website.

Client – an individual who books car rental by using the System.

Provider, Service Provider – an entity that provides car rental services to the Client.

Provider Services – car rental services provided by Providers.

Agreement, this Agreement – this Agreement as well as any other materials put on the Website and (or) referred to in Confirmations making integral parts hereof.

RECITALS

This document is an official offer to conclude an agreement on the terms specified below.

This document is an offer. The Agreement shall be concluded through the Client's acceptance of the offer and the Agreement shall be deemed as made in writing.

The Agreement and appendixes making an integral part thereof are published on the Website and are provided for the Client's information at the time of booking and (or) are communicated to the Client by electronic and other communications.

The offer is deemed as fully and unconditionally accepted if the Client performs any acts to fulfill the terms of the Agreement stated in the offer, including inter alia without being limited to: booking services and (or) effecting full or partial payment under the Agreement.

Albaniarentaltourism.com may revoke the offer at any time prior to its acceptance.

1. SUBJECT-MATTER

1.1. Albaniarentaltourism.com shall provide to the Client services on granting access to the Car Rental Booking System, generating the Client's request with the use of the System, searching Providers with the use of the System, and the Client shall in due course pay for the services of Albaniarentaltourism.com and Providers.

1.2. For purposes of the performance of this Agreement, when fulfilling the Client's order Albaniarentaltourism.com shall provide the following services: allow access to Providers for the publication of offers in the System, allow access to the System to the Client and enable the Client to book Provider Services in the System, enable the Client to pay for Provider Services in the System, provide the Client with assistance and support (to the extent determined by Albaniarentaltourism.com).

1.3. Albaniarentaltourism.com shall not provide car rental services – such services shall be provided by Providers.

1.4. Albaniarentaltourism.com shall be liable for the fulfillment of the obligations stipulated in Clause 1.2 hereof without being liable for actions (omission) by Providers, non-fulfillment (improper fulfillment) of obligations by Providers as well as for any harm or damage caused by Providers.

1.5. The System shall be provided 'as is'. Albaniarentaltourism.com shall take actions to ensure stable performance of the System but shall not be liable for failures in the System performance.

2. OBLIGATIONS OF THE PARTIES

2. 1. Albaniarentaltourism.com shall:

2.1.1. Put the Provider Services Booking System on the Website.

2.1.2. Enable Providers to publish information about Provider Services and descriptions of Provider Services in the System. The Client shall read and study such information before booking services.

2.1.3. Enable the Client to search Provider Services and book Provider Services with the use of the System.

2. 2. The Client shall:

2.2.1. Read and study the terms and conditions of the Agreement, the terms of the use of the System and information about Provider Services, before booking Provider Services.

2.2.2. Give correct and reliable Client data and contact details, in particular: email, phone and any other data requested by the System.

2.2.3. Have appropriate permits to drive a car in the country where the services are provided.

2.2.4. In due course pay for the services of Albaniarentaltourism.com and Providers, according to the procedure and at the timings stipulated in this Agreement.

2.2.5. Use the System solely for booking the services and refrain from using the System in a manner that breaches the laws or that may inflict damage upon Albaniarentaltourism.com, Providers or third parties.

3. BOOKING AND PROVISION OF SERVICES. SETTLEMENT AND PAYMENT PROCEDURES

3.1. The Client shall read and study the terms and conditions of the Agreement, the terms of the use of the System, descriptions and terms of Provider Services on the Website and any other information as may be necessary for the booking and provision of the services.

3.2. After obtaining the necessary and reliable information, the Client shall book Provider Services by using the System.

3.3. When booking the services, the Client shall make an advance payment in the amount specified on the Website. Such advance payment shall be made with the use of payment cards or by other means as may be designated by Albaniarentaltourism.com. Expenses in connection with the use of the payment service and payment systems shall be charged to the Client.

3.4. The Client's payment obligation shall be deemed as fulfilled as of the crediting of money to the payee's account.

3.5. After the services are booked and the advance payment is made, a service booking confirmation shall be sent to the email indicated by the Client.

3.6. The remainder of the sum payable shall be generally paid by the Client directly to the Service Provider when a car is delivered to the Client. Payment shall be effected in the manner established by Service Providers.

3.7. Albaniarentaltourism.com shall bear no liability for specific payment-related conditions set by payment systems or Service Providers as well as for any aspects related to the payment of Provider Services. Albaniarentaltourism.com may (but is under no obligation to) provide the Client with necessary organizational assistance.

3.8. The fee payable to Albaniarentaltourism.com shall be stipulated in agreements with Service Providers and shall be included in the total agreement price paid by the Client.

4. THE CLIENT'S CANCELLATION OF BOOKED SERVICES. NON-APPEARANCE AT THE PLACE OF SERVICES

4.1. To cancel the services, the Client shall send a letter with the Booking Confirmation to hello@Albaniarentaltourism.com by stating "Cancellation" in the letter subject.

4.2. Money shall be refunded in the same manner and to the same account, from which payment has been made. Albaniarentaltourism.com may (at its discretion and (or) upon agreement with the Client) refund money by other means.

4.3. Money shall be generally refunded within 14 (fourteen) business days after the Client files an application for refund; such term may be extended, however, considering specific features of payment systems, the terms and conditions of agreements with Providers, or other circumstances.

4.4. If the Client cancels a confirmed booking, the following sums shall be withheld and charged to the Client:

- 20 (twenty) % of the paid amount – the fee for using the payment service, regardless of the cancellation timings, and
- the advance payment amount – in case of cancellation less than 30 days in advance, for Luxury, Convertibles and Off-Roader categories, or in case of cancellation less than 7 (seven) days for other car categories.

The booking conditions may provide for other, specifically more stringent, cancellation terms. By making a booking the Client confirms his or her acceptance of such terms.

4.5. The Client may change a booking by cancelling the previous booking and making a new one according to the usual procedure.

4.6. The Client is aware that once the booking is cancelled, the car may be immediately booked by any other user.

4.7. Providers' Security Service may deny the services to the Client without giving reasons, no later than twenty-four hours upon the order confirmation and advance payment. In such case, the advance paid shall be refunded to the Client less the fee for using the payment service at a rate of 20% of the paid sum.

4.8. In cases where the Provider is unable to provide a booked car to the Client due to the breakdown or other force majeure circumstances, the Provider shall provide another car of the same or higher class on the same terms and at the same price. In such case, the service shall be deemed as duly provided to the full extent.

4.9. Albaniarentaltourism.com may (but is under no obligation to) demand the original or a scanned copy of the application for the cancellation of services to be signed by the Client.

5. DISPUTE SETTLEMENT

5.1. This Agreement shall provide for a mandatory pre-judicial dispute settlement procedure implying exchange of claims and answers to claims. The Client shall have the right to provide reasoned written claims attached with proofs. Albaniarentaltourism.com shall have the right to demand original claims in hard copy.

5.2. A claim shall be answered within 30 calendar days.

5.3. If the mandatory pre-judicial dispute settlement procedure fails to be observed, the Client's demands may be dismissed by court.

5.4. Disagreements between Albaniarentaltourism.com and the Client that fail to be settled under the pre-judicial procedure shall be resolved through courts at the location of Albaniarentaltourism.com, subject to the laws of the country of Albaniarentaltourism.com's incorporation.

6. LIABILITIES OF THE PARTIES

6.1. Albaniarentaltourism.com and the Client shall be held liable for non-fulfillment or improper fulfillment of their obligations hereunder, according to the procedure established by the applicable laws and the terms and conditions of this Agreement.

6.2. The maximum liability of Albaniarentaltourism.com (compensation of losses of the Client or third parties), stipulated herein, shall equal compensation of the Client's actual damage of up to EUR 100.

Albaniarentaltourism.com shall in no circumstances be liable for the Client's lost profits.

6.3. Albaniarentaltourism.com shall bear no liability for actions of Providers, including (without being limited to the below-listed) where Providers fail to fulfill or improperly fulfill obligations as well as where Providers injure life and health of the Client or third parties. The Client may file corresponding claims directly to Service Providers.

6.4. If Providers fail to provide the services booked by the Client, Albaniarentaltourism.com may (but is under no obligation to) do one or several of the following:

provide appropriate organizational assistance to the Client;

book similar services with another Provider and ensure their provision to the Client;

pay the Client compensation in the amount of a double advance payment or in another amount determined by Albaniarentaltourism.com.

6.5. Albaniarentaltourism.com shall bear no liability for unreliable information furnished by Providers.

6.6. Albaniarentaltourism.com shall bear no liability for any issues related to the payment of the services.

6.7. If the Client breaches the Agreement, Albaniarentaltourism.com or Service Providers may deny services to the Client. In such case, services shall be deemed as non-provided through the fault of the Client and no money shall be subject to refund.

6.8. Albaniarentaltourism.com shall not check if the Client has appropriate permits to drive a car.

Albaniarentaltourism.com's powers shall be limited exclusively to the publication of Providers' offers (without verifying such offers) and enabling the Client to book such offers.

7. FORCE MAJEURE

7.1. The Parties shall be released from liability for improper fulfillment or non-fulfillment of their obligations hereunder in case of the occurrence of force majeure.

7.2. Upon occurrence of force majeure, the Party for which such force majeure renders it impossible to fulfill its obligations hereunder shall notify the other Party of such force majeure in writing.

7.3. Upon occurrence of force majeure, the term for the Party's fulfillment of the obligations hereunder shall be extended pro rata to the period of time, during which such force majeure and consequences thereof continue.

7.4. Should force majeure and consequences thereof continue for more than two months, the Parties must enter into additional negotiations to agree upon acceptable alternatives for the performance hereof.

7.5. In case of the occurrence of force majeure, Albaniarentaltourism.com may refund the money paid by the Client in pursuance hereof, less Albaniarentaltourism.com's expenses on the performance hereof.

8. DURATION AND AMENDMENT OF THE AGREEMENT

9.1 This Agreement shall come into force as of the moment it is concluded in the manner stipulated herein or in any other manner as provided for by the laws and shall be valid until the Parties have fulfilled their obligations.

9.2 Albaniarentaltourism.com's obligations shall be deemed as fulfilled as of the Client's booking of the Provider Services.

9.3 Albaniarentaltourism.com may at any time amend this Agreement with no written notice to the Client. By performing any act in pursuance hereof, the Client confirms his or her acceptance of the current version of the Agreement.

9. FINAL PROVISIONS

10.1 The Client's performance of the acts in pursuance hereof (including without being limited to: payment hereunder and (or) provision of documents and information necessary for the performance hereof and (or) receipt of documents necessary for the use of the services and (or) use of the services provided hereunder) shall evidence the conclusion of the Agreement and imply that the Agreement and appendixes hereto are concluded in writing.

10.2 The Client's email shall be deemed as his or her equivalent handwritten signature. The Client's performance of the acts in pursuance hereof on the terms offered by Albaniarentaltourism.com shall be deemed as equivalent to the conclusion of the Agreement in writing, the Client's performance of the acts in pursuance hereof (or Requests) on the revised terms offered by Albaniarentaltourism.com may be deemed by Albaniarentaltourism.com as equivalent to revisions in writing.

10.3 All notices and communications shall be made in writing. Communications shall be deemed as duly made if sent by registered mail, telefax, email or delivered personally to the correspondence addresses of the Parties with an appropriate stamp confirming delivery.

10.4 The Parties have agreed that facsimile and other documents as well as copies of documents received by electronic communications shall have legal force equal to the originals provided that the sender can be expressly identified. Copies of documents received by a Party shall be legally binding. Upon demand of Albaniarentaltourism.com, the Client shall submit the original document – in such case the date of receipt of a document may be deemed to be the date of receipt of the original document.

11. DETAILS:

Albaniarentaltourism.com:

A.M.E.L SH.P.K

Tirana 1001, Albania

Reg.number: L64715401P