

In case of breakdown, call Middlesea Assist call-center 24hr Breakdown service:
+356 22480234 - (WhatsApp for Location Point Only) +356 79480200
In case of an accident, call : 00356 2132 0202
Police/ Ambulance/ Fire: 112 Overseas: 1152 Enquiries: 1182

TERMS & CONDITIONS

The vehicle, the subject of this agreement, is being hired under the following terms and conditions which both the Hirer and the Customer declare to have read over, approved and accepted.

1. The vehicle is in good mechanical condition and state of repair and must be returned in the same state and condition, wear and tear expected, on the termination of hire.
2. The Customer must inform the Hirer of any loss of, damage to, or fault in the Vehicle. Use of the vehicle when damaged or faulty shall be at Customer's risk and responsibility.
3. The Customer will be liable for an excess in respect of any event giving rise to a claim. This amount may be waived as provided for overleaf, at an additional cost. If the vehicle is used or driven in violation to the terms of either this agreement or the insurance policy, the customer shall be responsible for the payment of all damages. In case of a claim, there is an administration fee of €60.00 + VAT over any excess.
4. In the event of an accident, the Customer must leave the vehicle in the exact position that it has come to rest. The accident must be reported to the Traffic Wardens on the above telephone numbers and to Aquarius Rent A Car. A Report Number from the Wardens must be obtained. Failure to comply with these instructions will result in the customer being responsible for all damages and claims against the Hirer or the third party. An insurance claim form has to be filled in case of an accident.
5. If the customer does not purchase the 'No Excess Option' or the 'Partial Excess Option', the excess will be assessed against the credit card provided as a 'Pre-Authorization'. These funds will no longer be available for their immediate use and may take up to 30 days, depending on the bank, to become available. We will not be responsible for any insufficient fund charges or bank fees related to this process. If there are insufficient funds, we reserve the right to charge the client the additional fee quoted in our current tariff for the 'No Excess Option'.
6. The wheels, rims, tyres, glass, underside of the car, underneath of the car, running board, mirrors and roof damage are not covered by the 'No Excess Option' or 'Partial Excess Option'. Extra Cover Protection is optional to cover these items. In case of a puncture, if the Extra Cover Protection is not purchased, the customer must repair the damaged wheel himself. If this service is provided by Aquarius Rent A Car, a €35 + VAT service charge will apply besides the charge to repair the wheel.
7. The insurance is void if the client is under the effect of alcohol, drugs or in case of gross negligence.
8. The Hirer shall not be liable for any loss of; or damage to, any property left, stored or transported in the vehicle by the Customer, his-assigns, and passengers. The Customer hereby assumes all risks and waives all claims against the Hirer.
9. The Customer declares that he has examined the insurance policy covering the vehicle, accepts the terms, and declares that he is aware of the rights and duties under the said insurance policy and that these have been explained to him.
10. The Hirer does not accept responsibility for delays as a consequence of breakdown.
11. The Customer will pay in advance and on demand the charges set out overleaf.
12. The Hirer may at any time repossess himself of the vehicle without giving notice to the Customer provided there is a justified cause. The Hirer's rights under the agreement may only be waived in virtue of a written document duly signed by the Hirer or his accredited representative.
13. Clients are responsible for damages made to the car in case of break-in due to personal belongings left in the car.
14. If the client locks the key inside the car, a fee of €35.00 + VAT will apply to re-open the car. In case of a flat battery due to negligence (ex. lights being left on) a fee of €35.00 + VAT applies to restart the car.
15. Contraventions and CVA congestion fees will be charged to the credit card provided overleaf. • An administration charge of €25.00 + VAT will apply on CVA congestion fees besides the actual fine incurred. • An administration charge of €30 + VAT will apply on contraventions besides the actual fine incurred. • An administration charge of €50 + VAT will apply on contraventions carrying "Penalty Points" beside the actual fee incurred. If the fines are paid by the customer, only the administration charge will apply. A 'Pre-Authorization' of €200 will be done as a deposit for these possible charges. These funds will no longer be available for their immediate use and may take up to 30 days, depending on the banks, to become available. We will not be responsible for any insufficient fund charges or bank fees related to this process. Contraventions and CVA fines can be viewed online on www.les.gov.mt and on www.cva.gov.mt respectively.
16. At the end of the rental, cars are to be parked correctly, not in any Time Zone area or restricted parking. The Customer will be responsible for contraventions even after the end of the rental if the car is parked in these areas.
17. The Company shall process the Personal Data found herein according to the Data Protection Act and according to the principles, ethics and guidelines of Creditinfo Malta of which the company is a subscriber. In case of any default by the client in the fulfilment of the above terms, the company has the right to pass on any information to Creditinfo Malta Limited for registration in its Defaulting Debtors Database.
18. If the car is returned extremely dirty, especially with bird droppings or beach sand, a fee of €35.00 + VAT for valeting will be charged.
19. At the end of the rental, the client should take pictures of the parked car as proof that the car was not returned with new damages.
20. The client is responsible for all costs of repairs in case of : wrong fuel used; lost or broken keys; damage to interior upholstery.
21. The 'Terms and Conditions' which the customer agreed to when effecting the booking apply together with these 'Terms and Conditions'.
22. An administration charge of €35 + VAT will be charged if the car is not returned with the agreed amount of fuel, besides the missing fuel which will be charged for every missing quarter.
23. No refunds will be given on unused days and unused fuel.
24. Failure to return the car to the agreed location and time will incur a charge of €25 + VAT per hour besides the rental daily fee.
25. Mechanical faults are to be reported during the rental.
26. The agreement is closed subject to final audit, and any queries on the bill by the customer can be done within 48 hours from the signing of the agreement. Mistakes in the bill can be rectified (debited or credited) to the credit card provided without the client's consent, provided there is a justified cause.

**PLEASE TAKE PHOTOS/VIDEO OF THE CAR AND FUEL GAUGE
AT THE BEGINNING AND AT THE END OF THE RENTAL**