



GENERAL RENTAL CONDITIONS

The vehicle rental agreement is entered into between T&Y Company, whose registered office is located at 62/3 Thanon Phetchaburi, Khwaeng Thanon Phetchaburi, Khet Ratchathewi, Bangkok 10400, Thailand

; and the renter, whether an individual or a company, whose name and address are stated in the rental agreement.

The renter, who is considered the primary driver, must be at least 18 years of age and hold a valid driving license appropriate for the vehicle rented. The renter must also provide proof of identity (passport) before the rental agreement is completed.

By signing the rental agreement, the renter accepts and agrees to abide by all terms and conditions set out herein.

RENTAL PERIOD

The renter is authorized to use the vehicle for the rental period specified in the agreement.

An extension of the rental period is only possible if the renter informs the rental company at least 24 hours in advance. If the rental company agrees to the extension, the renter must pay for the additional period at the same daily rate as stated in the original rental agreement.

If the renter returns the vehicle before the scheduled end date, no refund will be given. The renter remains fully responsible for the vehicle until it is returned and checked by the rental company.

A video inspection of the motorcycle will be carried out before each rental. The renter is also advised to take their own photos or video of the vehicle to avoid any dispute in the event of damage.

VEHICLE USE

The renter agrees to be the sole driver of the vehicle, to comply with all traffic laws, and to wear the required protective equipment, including a helmet.

The vehicle may only be used on public roads designated for automobiles. It must not be driven on unpaved roads, private property, or beaches.

The vehicle must never be operated under the influence of alcohol, drugs, or any other substance that may impair driving ability.

Carrying more than one passenger, or transporting dangerous, explosive, or corrosive materials, is strictly prohibited.

The renter is not permitted to make any mechanical or cosmetic modifications to the vehicle.

The renter agrees never to continue driving if the engine oil warning light is illuminated, partially illuminated, or flashing. In such a case, the renter must immediately contact the rental company for instructions.

In the event of a breakdown or accident outside Bangkok, repatriation costs will be charged to the renter at a rate of 50 THB per kilometer.

A daily mileage limit of 100 km applies. Additional distance will be charged at 10 THB per kilometer.

VEHICLE RETURN

The renter must return the vehicle to the rental company's office at the end of the rental period.

The vehicle must be returned in the same condition and level of cleanliness as at the start of the rental. A cleaning fee may be applied if the vehicle is returned in an excessively dirty condition.

The renter must return the vehicle with the same fuel level as at the start of the rental, otherwise a refueling fee will apply.

If the renter fails to return the vehicle on the agreed date and time, late return fees will be charged. A delay of more than one hour may be charged at the rate of one full day's rental, and a delay of one full day will be charged at double the daily rental rate.

If the renter is unable to return the vehicle to the rental company's office, the cost of repatriating the vehicle will be at the renter's expense.

If the vehicle is not returned within 48 hours of the scheduled time, legal action may be taken against the renter.

Upon return, a condition report will be carried out with the rental company to check the vehicle's condition, mileage, and fuel level.

FINES AND TICKETS

During the rental period, the renter is legally responsible for the vehicle they are using. As such, all fines, tickets, and penalties incurred are the sole responsibility of the renter. These must be paid directly to the authorities or reimbursed to the rental company if the company receives the notice of violation. Administrative fees may also be charged.

The renter must provide the rental company with any documents related to a fine or ticket, whether paid or unpaid.

The renter agrees to fully cooperate in any administrative or legal proceedings related to a violation or the seizure of the vehicle.

These obligations remain in effect even after the end of the rental period, until all amounts due have been paid in full.

IN CASE OF BREAKDOWN

In the event of a breakdown, flat tire, or mechanical issue, the renter must inform the rental company immediately. The rental company may provide a replacement vehicle, subject to availability.

The renter must not abandon the vehicle on the roadside or in any unsafe location without the rental company's consent. The renter remains fully liable for any incident arising from such abandonment.

If the breakdown is caused by misuse of the vehicle, lack of driving experience, use of incorrect fuel, or failure to maintain the vehicle properly during the rental period, the renter will be responsible for all repair and recovery costs.

The renter is not permitted to carry out, or to have carried out by a third party, any mechanical repairs to the vehicle.

Tire punctures are the sole responsibility of the renter.

IN CASE OF ACCIDENT

In the event of an accident, the renter must notify the rental company immediately, and in any case within a maximum of 48 hours.

The renter is responsible for all damages caused to the rental vehicle and to any third parties, up to the full amount of the damage incurred.

The renter acknowledges that they are fully responsible for their own safety, as well as for the use of the vehicle, and that the rental company cannot be held liable for any injury, damage, or loss arising from the renter's use of the vehicle.

IN CASE OF THEFT

In the event of theft of the vehicle, the renter must immediately report the incident to the police and notify the rental company.

The renter must return to the rental office to complete a theft declaration form, provide all information relating to the incident, and return any keys, helmets, or accessories still in their possession.

The renter may be held liable if the theft results from negligence or complicity.

INSURANCE

The insurance provided by the rental company for this vehicle is compulsory third-party liability insurance. It covers the renter for certain damages in the event of an accident, under specific conditions.

Coverage includes:

- Bodily injuries to the driver and any passengers.
- Bodily injuries to third parties caused by the vehicle.
- Up to 30,000 THB per person for medical expenses. Any costs above this limit are the responsibility of the renter.
- Up to approximately 500,000 THB per person in the event of permanent disability or death.

Important exclusions:

- No claim will be covered if the driver does not hold a valid Thai or international driving license.
- The insurance does not cover damage to property, theft of the motorcycle, or fire.

DEPOSIT - OBLIGATIONS

The renter must leave a security deposit, either in cash or by leaving their passport. The amount of the deposit depends on the vehicle model and is specified in the rental agreement.

The deposit will be returned at the end of the rental period if the renter has complied with all contractual obligations.

The rental company reserves the right to retain part or all of the deposit to cover:

- Damage to the vehicle during the rental (accident, fall, fire, vandalism).
- Theft of the vehicle, or of any parts, accessories, or equipment (including helmets and keys).
- Breakdowns caused by misuse (incorrect fuel, negligent maintenance, tire punctures).
- Costs related to late return, non-return, immobilization, or repatriation of the vehicle.
- Return of the vehicle in excessively dirty condition, insufficient fuel level, or exceeding the mileage limit stated in the contract.

If the cost of damages exceeds the amount of the deposit, the renter agrees to reimburse the rental company for the full amount of the costs incurred.

The renter cannot invoke any exception to avoid these obligations. Any dispute must be brought exclusively before the court having jurisdiction over the registered office of the rental company. Legal action may be taken against the renter in the event of a breach, and legal fees may be charged in addition.