

Terms and Conditions – Rent From Locals

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Welcome to Rent From Locals, the premier online marketplace for car rentals in Albania and nearby regions. By accessing our website and using our services, you agree to comply with and be bound by the following Terms of Service. Please review them carefully.

These Terms of Service (“Agreement”) constitute a binding legal agreement between you and Localweb, governing your rights and obligations while using the website, application, and services offered by Rent From Locals.

Rent From Locals operates through the website www.rentfromlocals.al (“Platform”), facilitating vehicle rentals between Users. Users who list and offer cars for rental are termed “Owners,” while those who search for or rent a car are termed “Customers.” Localweb, as the provider of the Platform, does not own, control, offer, or manage any of the vehicles listed. Localweb does not function as a car rental agency, travel agency, or insurer. Moreover, Localweb does not act as an agent for Users unless explicitly stated in this agreement. When a reservation is accepted, both Owner and Customer enter into a contract directly with each other; Localweb is not a party to this contract.

The platform 'Rent From Locals' is owned by Localweb, a limited liability company registered under Albanian law with NUIS M41312032J and its registered office in Tirana.

In this agreement, the terms “Rent From Locals,” “Localweb”, "The Company," "We," “Us,” and "Our" refer to the above entity.

"Party" or "Parties" refer to both the User and Us.

1. Customers Terms

1.1 Booking

When you book a rental car, you agree to pay all charges for your booking, including the rental price, applicable platform commission fees, and a no-show guarantee deposit if requested by the Owners. If you choose to pay in a currency different from that set by the Owners, the displayed price will be based on a currency conversion rate determined by us.

Upon receiving the booking confirmation, a contract for rental services (a "Reservation") is formed directly between you and the Owner. Rent From Locals serves as a platform to facilitate these agreements but is not a party to them. By making a Reservation, you agree to the terms of the contract, which include these Terms, all terms of the Rental Agreement, including without

limitation, the cancellation policy, and any other rules, standards, policies, or requirements identified in this agreement. Users are responsible for ensuring that all terms of the Rental Agreement are met and should carefully review these terms before finalizing any agreement.

1.2 Cancellations and Refunds

Generally, if you cancel a Reservation or don't show up, the amount refunded to you is determined by the Owner's cancellation/no-show policy that applies to that Reservation. If a cancellation occurs before the specified deadline, both the service fees and any guarantee set by the Owner are fully refundable.

If an Owner cancels the reservation before your rental is due to start, you'll be entitled to cancel and claim a full refund (regardless of how close the start of your rental is), but we will have no additional liability for any direct or indirect costs you may incur (e.g., hotel rooms or taxis). The duration for refund processing can vary, potentially taking a few weeks, depending on the policies of the renter's bank.

Rent From Locals shall not be liable for any commissions, losses resulting from exchange rate fluctuations, or any other amounts that may be deducted from your account. This includes, but is not limited to, any fees or charges imposed by third parties, financial institutions, or regulatory authorities. You assume all risks associated with these potential deductions and acknowledge that we have no control over such external factors.

1.3 Booking Modifications

Customers and Owners are responsible for any booking modifications they agree to make via the Rent From Locals platform and agree to pay any additional amounts, fees, or taxes associated with any booking modification.

1.4 Customer Responsibilities and Assumption of Risk

You are responsible and liable for your own acts and omissions, as well as for the acts and omissions of anyone you invite to join or provide access to any rental cars. You acknowledge that many activities carry inherent risks and agree that, to the maximum extent permitted by applicable law, you assume the entire risk arising from your access to and use of the Rent From Locals platform. It is your responsibility to investigate the vehicle reserved for rent at the pickup point to determine its suitability for you. Rent From Locals shall not be held liable for any consequences resulting from the occurrence of such risks.

2. Owners Terms

2.1 Owner

As an Owner, Rent From Locals offers you the right to use our Platform to list and market vehicles for rent and earn money. Our Platform allows you to promote and rent listed vehicles, set your price, availability, and rules for each vehicle.

When you accept a booking request or receive a booking confirmation through the Rent From Locals Platform, you enter into a contract directly with the Customer and are responsible for delivering the Service under the terms and at the price specified in your Listing. You also agree to pay applicable commission fees for each booking. Rent From Locals will deduct the commission fee from the amounts paid by the Customers through our Platform unless we agree on a different method. Any terms or conditions you include in any supplemental contract with Customers must: (i) be consistent with these Terms and our Policies, and the information provided in your Listing, and (ii) be prominently disclosed in your Listing description.

2.2 Independent Contractor

Your relationship with Rent From Locals is that of an independent individual or entity and not an employee, agent, joint venture, or partner. Neither party shall have any authority to incur liabilities on behalf of the other in any way.

2.3 Vehicle Listings

Owners are required to list their vehicles accurately, including detailed descriptions of the vehicle's make, model, age, condition, price, additional charges like insurance fees, fuel coverage, and any specific terms or restrictions associated with the Customer or the vehicle. Owners are responsible for their acts or omissions as well as keeping their vehicle information (including calendar availability) and content (like photos) up-to-date and accurate at all times. All listed vehicles must comply with local laws and regulations, including safety and emission standards. Owners must also provide proof of vehicle insurance, along with a detailed description of the insurance package and additional options.

2.4 Know Your Legal Obligations

You are responsible for understanding and complying with any laws, rules, regulations, and contracts with third parties that apply to your Listing vehicles or Rent Services. For example, some jurisdictions require Owners to register, get a permit, or obtain a license before providing certain Rent Services. Information we provide regarding legal requirements is for informational purposes only, and you should independently confirm your obligations. You are responsible for handling and using personal data of Customers and others in compliance with applicable privacy laws and these Terms, including our Privacy Policy. You are responsible and liable for your own acts and omissions and those of anyone you allow to participate in providing your Rent Services. You are responsible for setting your price and establishing rules and requirements for your Listing Vehicles. You must describe all fees and charges in your Listing description and may not collect any additional fees or charges outside the ones provided in the Rent From Locals Platform.

2.5 Booking Modifications

Customers and Owners are responsible for any booking modifications they agree to make via the Rent From Locals Platform and agree to pay any additional amounts, fees, or taxes associated with any booking modification.

2.6 Taxes

As an Owner, you are responsible for determining and fulfilling your obligations under applicable laws to report, collect, remit, or include in your price any applicable VAT, income, or other indirect taxes ("Taxes"). In certain jurisdictions, Tax regulations may require that we collect and/or report Tax information about you. If such information is required by any tax or other government authority, we will provide it promptly and inform you to fulfill the respective obligation arising from the Rent services.

2.7 Cancellation Issues

In general, if a Customer cancels a Reservation, the amount paid to you is determined by the cancellation policy, eventual guarantee deposit required, and terms of payment that apply to that Reservation.

3. GENERAL TERMS

3.1 Account Terms

To access certain features of our platform, users must register an account. Registration is only permitted for legal entities, partnerships, and natural persons who are 18 years or older. We reserve the right to refuse service to anyone for any reason at any time.

You agree to provide accurate and complete information during the registration process and to update your profile to keep it accurate, current, and complete. We reserve the right to suspend or terminate accounts that contain inaccurate or incomplete information.

You are responsible for maintaining the confidentiality and security of your account credentials and are liable for activities conducted through your account. If you suspect that your account has been compromised in any way, you must immediately notify Rent From Locals to suspend or terminate the account.

You are responsible for all activity and content such as photos, images, videos, written content, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted, or exhibited on or in connection with your account.

A breach or violation of any term in the Terms of Service, including the Privacy Policy, as determined in the sole discretion of Rent From Locals, may result in an immediate termination of your Services.

3.2 Disclaimer of Warranties

Non-Guarantor Status: Rent From Locals explicitly disclaims any role as a guarantor or surety for any user or vehicle listed on its platform. This means that Rent From Locals does not assume any financial or legal responsibility for the performance, behavior, or condition of users or vehicles involved in any transactions or interactions facilitated through its services.

Accuracy of Information: Users are solely responsible for ensuring that all information they provide on the Rent From Locals platform is accurate, complete, and up-to-date. This includes, but is not limited to, information regarding their identity, contact details, vehicle specifications, and any other relevant data.

Misrepresentation Consequences: Users acknowledge that any misrepresentation, falsification, or omission of critical information may result in legal consequences, including but not limited to suspension or termination of their account, as well as potential legal action from affected parties.

No Statements or Confirmations: Rent From Locals does not make any statements, confirmations, guarantees, or approvals regarding the accuracy, reliability, or authenticity of the information provided by users. This includes, but is not limited to, users' identities, backgrounds, or the condition and ownership of vehicles. Rent From Locals does not conduct background checks, identity verifications, or any other form of screening on users. Users are solely responsible for performing their own due diligence before engaging in any transactions or interactions. Users are encouraged to exercise caution and perform thorough due diligence when interacting with other users or engaging in transactions. This includes verifying the identity, background, and reliability of other parties to the best of their ability.

No Liability for User Actions: Rent From Locals shall not be held liable for any inaccuracies, misrepresentations, or omissions made by users, nor for any damages or losses resulting from users' reliance on information provided by others on the platform. Users agree to indemnify and hold Rent From Locals harmless from any claims, losses, damages, or expenses arising from or related to their reliance on information provided by other users or their own failure to verify such information.

No Solvency Guarantee: Rent From Locals explicitly states that it cannot guarantee the financial solvency or creditworthiness of any user, including renters. Users are responsible for assessing the financial reliability of their contacts independently.

Identity and Document Verification: Users are responsible for verifying the identity of their contacts, including but not limited to, checking the vehicle documents and the renter's driving

license at the time the vehicle is handed over. Rent From Locals recommends users take all necessary precautions to ensure the authenticity and validity of these documents.

Background Verification: Rent From Locals reserves the right, at its sole discretion and to the extent permitted by applicable law, to verify a user's records if sufficient information is available to identify such user. This discretionary action aims to enhance the service quality but is not guaranteed for all users. Users acknowledge and agree that Rent From Locals is not obligated to conduct background checks on its users. When Rent From Locals chooses to perform such verification, it is done to offer the best possible service conditions and does not imply any warranty or endorsement of the verified user's reliability.

User Compliance with Local Regulations: Rent From Locals is not responsible for ensuring users' compliance with local laws and regulations, including but not limited to tax, tourism, and rental rules. Users are solely responsible for understanding and adhering to applicable local laws. Rent From Locals cannot be held liable for any actions, omissions, or non-compliance by users, whether related to financial matters, legal requirements, or any other obligations.

3.3. Rental Agreements

Rental agreements are direct contracts between the Owner and the Customer. Rent From Locals serves as a platform to facilitate these agreements but is not a party to them. Users are responsible for ensuring that all terms of the rental agreement are met and should carefully review these terms before finalizing any agreement. Our Platform does not recommend or endorse any Service Provider, its products, services, facilities, vehicles, etc. We are not a party to the terms between you and the Service Provider. The Service Provider is solely responsible for the Travel Experience.

3.4. Reviews

After each Rental Service, Owners and Customers will have an opportunity to review each other. Your Review must be accurate and may not contain any discriminatory, offensive, defamatory, or otherwise inappropriate language that violates these Terms or any applicable law. Reviews are not verified by Rent From Locals for accuracy and may be incorrect or misleading.

3.5. Fees and Payments

Our service charges a commission on each rental transaction. The specific commission rates and fee details are outlined in our fee structure, which is available on our website and accessible to all users prior to making a reservation. All payments are processed through our secure online payment system, ensuring the safety and confidentiality of users' financial information. At the time of reservation confirmation, renters will be charged the applicable service fees plus a refundable guarantee amount. The service fees cover the cost of using our platform and ensuring the smooth processing of transactions.

Owners will receive their rental payment directly from the renter at the time of car delivery and before the rental period commences. This ensures that owners receive their payment upfront, providing financial security before the vehicle is handed over.

Guarantee Amount: Owners reserve the right to require a guarantee amount as part of the reservation process. This guarantee is held by Rent From Locals until the car is picked up by the renter. The guarantee serves as protection for the owner against no-show cases. After the renter picks up the car, the guarantee amount is reimbursed to the renter promptly to ensure the renter's funds are returned in a timely manner. In cases where the renter does not show up as expected and has not canceled the reservation within the specified deadline, the guarantee amount, minus any applicable transfer fees, is transferred to the owner to compensate for the inconvenience and potential loss of rental income.

If your payment method is denominated in a different currency than the payment currency, your bank or payment method provider may charge you additional fees. For example, if your credit card is in Euros but the rental company charges you in dollars. If this is the case, we'll inform you during the booking process.

3.6. Insurance

Car insurance packages at Rent From Locals are provided by the Owner. The Owner is responsible for ensuring that the car has the minimum insurance required by law and accurately describing the insurance package and options offered. Rent From Locals does not offer its own insurance products but provides a framework for proper description of the included insurance and extra insurance options. If the description provided by the Owner is unclear, Rent From Locals suggests that the renter contact the Owner directly via the messaging platform for further details.

The following concepts are included in the description:

a) Included Insurance: This is part of the rental price and has two types:

- **i) Basic Insurance:** Mandatory by law and always included in the base rate.
- **ii) Comprehensive Package:** Offers additional protection in case of accidents, typically with a deductible that the renter is liable for.

b) Extra Insurance: Available for an additional daily rate, offering:

- **i) Deductible Reduction:** Lowers the deductible for an extra daily fee, specifying the new, reduced deductible amount.
- **ii) Full Insurance (Super CDW):** Eliminates the deductible entirely.

3.7. Limitation of Liability

You expressly understand and agree that, to the extent permitted by applicable laws, Rent from Locals shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the Service.

To the extent permitted by applicable laws, in no event shall Rent from Locals be liable for lost profits or any special, incidental, or consequential damages arising out of or in connection with our site, our Services, or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our subsidiaries, affiliates, partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service, or your violation of any law or the rights of a third party.

Users acknowledge and agree that in instances where damage or harm occurs that is attributable to the actions or omissions of another user or a third party, the responsibility for such damage or harm lies solely with the party that directly caused it.

Users agree to pursue any claims, demands, or legal actions exclusively against the individual or entity responsible for causing the damage. Users shall refrain from initiating any legal proceedings or claims against Rent From Locals in relation to such incidents.

Your use of the Services is at your sole risk. The Services are provided on an "as is" and "as available" basis without any warranty or condition, express, implied, or statutory.

Rent from Locals does not warrant that the Services will be uninterrupted, timely, secure, or error-free.

Rent from Locals does not warrant that the results that may be obtained from the use of the Services will be accurate or reliable.

Rent from Locals does not warrant that the quality of any vehicles or services, or information obtained by you through the Services will meet your expectations, or that any errors in the Services will be corrected.

3.8. User Conduct and Responsibilities

Users are expected to conduct themselves in a lawful and respectful manner. Discriminatory behavior, illegal activities, and any form of harassment are strictly prohibited. Users must respect the rights and properties of others and adhere to all terms of the rental agreement.

If you breach these Terms or fail to comply with applicable laws or regulations, we have the right, with or without prior notice, to:

- suspend or limit your access to or use of our Platform and/or your account;

- suspend, remove, disable access to, or restrict visibility of Listings, Reviews, or other Content;
- cancel pending or confirmed bookings;

For minor violations or where otherwise appropriate as Rent From Locals determines in its sole discretion, you will be given notice of any intended measure by Rent From Locals and an opportunity to resolve the issue. You may appeal actions taken by us under this Section by contacting customer service.

If we cancel a Booking as a result, you may not (depending on the circumstances) be entitled to a refund. We may tell you why we've canceled your Booking, unless telling you would (a) contravene applicable laws and/or (b) prevent or obstruct the detection or prevention of fraud or other illegal activities. If you believe we have incorrectly canceled your Booking, please contact our Customer Service team.

3.9. Intellectual Property Rights

Unless otherwise stated, all rights in our Platform (technology, content, trademarks, look & feel, etc.) are owned by Localweb and by using our Platform you agree to do so for its intended purpose only and respecting the requirements set out below.

You're not allowed to monitor, copy, scrape/crawl, download, reproduce or otherwise use anything on our Platform for any commercial purpose without the written permission of Localweb.

3.10. Term

The agreement between you and Rent from Locals reflected by these Terms is effective when you access our Platform (for example to create an account) and remains in effect until either you or we terminate the agreement in accordance with these Terms.

3.11. Termination

You may terminate this agreement at any time by sending us an email or by deleting your account. Rent from Locals may terminate this agreement and your account for any reason by providing you 30 days' notice via email or using any other contact information you have provided for your account.

Rent from Locals may also terminate this agreement immediately and without notice and stop providing access to our Platform if you breach these Terms, our Policies, or you violate applicable laws during the service term. If your account has been inactive for more than two years, we may terminate your account without prior notice.

3.12. Effect of Termination

If you are an Owner and terminate your Rent from Locals account, any confirmed booking(s) will be automatically canceled and your Customers will receive a full refund. If you terminate your account as a Customer, any confirmed booking(s) will be automatically canceled and any refund will depend upon the terms of the Reservation's cancellation policy.

When this agreement has been terminated, you are not entitled to a restoration of your account or any of your Content. If your access to or use of the Rent from Locals Platform has been limited, or your Rent from Locals account has been suspended, or this agreement has been terminated by us, you may not register a new account or access or use our Platform through an account of another Member.

3.13. Force Majeure

Rent From Locals shall not be liable for any delay or failure to perform resulting from abnormal or unforeseeable circumstances outside its reasonable control, the consequences of which would have been unavoidable despite all efforts to the contrary, including, but not limited to, acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, epidemics or disease, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

3.14. Modification Clause

Rent From Locals reserves the right to modify these Terms of Service at any time. Changes will be effective immediately upon posting on our website. Users will be notified of significant changes through our website or via email.

Where such changes are material, we will inform you in advance of such changes becoming effective, unless the changes are required by applicable law.

If you do not accept the changes, please do not use our Platform. Otherwise, your continued use of our Platform after the effective date of the proposed changes will constitute your acceptance of the revised Terms.

Any existing Bookings will continue to be governed by the Terms that applied when the Booking was made.

3.15. Miscellaneous

All the terms and provisions of the Terms of Service shall be binding upon and inure to the benefit of the parties to the Terms of Service and to their respective heirs, successors, permitted assigns and legal representatives. You shall have no right to assign or otherwise transfer the Terms of Service, or any of your rights or obligations hereunder, to any third party without Rent from Locals' prior written consent, to be given or withheld in its sole discretion.

When you complete your Booking, you accept these Terms of Service and any other terms that you're provided with during the booking process.

If any provision, or portion of the provision, in these Terms of Service is, for any reason, held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision (or the unaffected portion of the provision) of the Terms of Service, and the Terms of Service will be construed as if such invalid, illegal or unenforceable provision, or portion of the provision, had never been contained within the Terms of Service.

The English version of these Terms is the original. If there's any dispute about the Terms, or any mismatch between the Terms in English and in another language, the Terms as they appear in English will prevail.

3.16. Dispute Resolution

In the event of a dispute between Users, our customer service team will facilitate resolution efforts. While we aim to assist in reaching amicable solutions, decisions made during dispute resolution are not legally binding. Users may seek resolution through legal channels as per the governing law and jurisdiction as provided in the rental agreement.

3.17. Governing Law and Jurisdiction

Governing Law: These Terms of Service, and any disputes arising out of or in connection with them, shall be governed by and construed in accordance with the laws of Albania, without regard to its conflict of law principles.

Jurisdiction: The parties irrevocably agree that the Albanian courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms of Service or their subject matter or formation.

3.18. Contact Information

For any questions or concerns regarding these Terms of Service, please contact us at info@rentfromlocals.com.