

Thesis Abstract

**Title: Legal Regulation Of Renting Cars Contract In Palestine:
Legislative Insufficiency And Practice
(A Comparative Analysis Study)**

The study is aimed at focusing on the protective legal rules of social and economical systems, through discussing and analyzing the provisions of renting cars contract in Palestine, which is subject to the control of the Ministry of Transport & Transportations. This Ministry, being a General Management Authority, holds the responsibility of pursuing solutions and precautions concerning implementing the Law and extending its powers, it also holds the responsibility of confirming the concept of its actual control and getting rid of book control. The Ministry imposes its control over the recipients of services by providing its terms in files, and by stipulating the availability of licenses justifications theoretically, without the actual control and without observing the grounds of the mechanism and actual implementation of instructions and systems. Based on the aforementioned, there is the need for a regulatory and legal basis that is more effective concerning organizing the profession of renting cars which includes two categories of contractors: the Category of Professionals (the Renter), and the Category of Consumers (the rent holder).

Car Renting Contract is one of the contracts by which the renter provides a service aimed at making profits for him, and by which the rent holder receives a service of satisfying an individual need. However, its provisions which are aimed at exchanging the arising obligations have faded away, in that the rent holder is unable to practice his right of negotiating before executing the contract, in the light of the certainty of the renter's knowledge in all of the legal regulations, and the fundamental technical specifications required to conclude the car renting contract. Therefore, the provisions of the contract are unfair to the rent holder for not recognizing the legal and technical regulations and specifications which the renter knows. Consequently, the renter holds no fair obligations that shall guarantee the

utilization of the rented car and the its concealed defects. However, the renter makes sure to guarantee that the rent holder shall return the car safe and proper for use again, noting that the effects and aspects of the renting contract are not made clear to the rent holder. Consequently, the contract is no longer within the framework of “the Contract is the base between the Contractors”, in addition to the inability of hiring contracting actions by both parties, that shall organize the market of cars renting according to the Law Principals requirements and the concepts of Justice.

In this Study, the researcher has followed the analytical methodology and making prominent the most important legal texts that must be applied on the provisions of car renting contract, particularly the Law of Protecting the Consumer, No. 12, year 2005, in addition to focusing on the most important applied issues for car renting contract, as well as discussing and realizing the legal texts. The researcher has deemed to resort sometimes to the methodology of comparison with the close Arabic legislations and some foreign legislations, particularly the French Law and the European Directive.

The researcher has focused on what the renter adopts and pursues, by setting a promissory, or making the rent holder bears the liability towards the content of the contract regarding any additional amounts under the pretext of affording the insurance coverage for damages, or protecting the rented car from physical damages that might occur from accidents. There are multiple different pretexts to justify the act of the renter in tying the rent holder with financial guarantees, which are often incorrect and exaggerated guarantees.

The researcher continued with the issues arising from the renting contract until reached the purpose of insurance, in the light to the stipulated by the

Palestinian Insurance Law, No.20, year 2005. The Study came up with an essential conclusion, represented in enriching the insurance companies through the cars renter when paying the insurance installments, the study also concluded with the right of returning to the damage causer not to the renter which is legislated by the legislator to companies, despite the difference in the source of compensation, providing that the insured “ the renter” is not allowed to demand compensating the damages unless through selecting one of the following methods without combining them: compensating the insurance or the liability, so as to not enrich the insured with no reason, and this has led to the control of the insurer “Insurance Companies” over the compensatory character of insurance, according to its vision, insurance policies, and technical studies, noting that the insured “the renter” is not fully compensated instead of damages caused to him, therefore, he throws the burden of additional financial guarantees upon the rent holder by following the credit means (such as Visa Card), or withdrawal bonds or any other guarantees, in the light of prohibiting the insured from collecting compensation and the compensation of the insurer to the insured by a lesser amount of damages occurred to the car, which shall lead the insurer to look for any justification to escape from committing towards his obligations in the insurance contract.

The aforementioned evoked the necessity to study the civil liability compensation concerning car accidents, to that the conclusion can be summarized by the presence of reasons and controls that shall acquit the rented car guard from any liability, whether full or partial acquittance according to the reasons of damage and the extent of the guarantee in the light of the terms of these reasons.

The researcher ended the study with the concluded findings concerning car renting contracts, its provisions and obligations, and then set the

perceptions through vital recommendations to fix the legislative deficiency and applied issues in car renting contracts.