



General Terms and Conditions

Of LivCuraçao Rentals B.V., operating under the name LivCuraçao Car Rental.

These General Terms and Conditions ("GTC") are part of the rental agreement ("RA") between LivCuraçao Rentals B.V. as the owner/rental agency of the car ("us", "we", "our") and the hirer ("you", "your") of the rental car identified in the RA ("Car", "Vehicle").

Under car is understood the vehicle rented by hirer as specified in the RA, including key(s)/remote control, wheels, tools, accessories (including child seats) and car papers.

In hiring the car you confirm that you have read, understood and accepted these GTC.

The hirer and any second driver mentioned on the RA must be at least 21 years of age or older, have at least 3 years a valid driving license, be healthy/fit and able to drive the car. Only these people are allowed to drive the car. Additional drivers are NOT allowed.

Article 1. Use of the car

The car may only be used for normal private use. You must carefully handle the car. The car may not be used:

- for commercial purposes;
- to transport passengers or goods for a fee and may not be sublet;
- to tow or push other vehicles;
- to participate in any competition, race or test.

The car may not be overloaded, no people may be transported in places other than the designated seats, and no more people may be transported by car than there are seats and seatbelts in the car.

The car is equipped with a **GPS tracking system**. This system will give us notifications when the car is driven in OFF-road locations that are not permitted and also in case of significant speeding. LivCuraçao Rentals B.V. reserves the right to check the data registered by this system in these cases, in case of calamities or if deemed necessary by us for any other reason.

Article 2. Fuel

Fuel is not included in the rent. The car must contain the same amount of fuel on return of the vehicle as on delivery to you. In principle, the car is delivered with a full fuel tank. The fuel level at delivery is indicated on the RA. If the fuel level at return is at a clearly lower level than at delivery, USD 50 will be charged extra. You are not entitled to a refund for excess fuel.

You must make sure in advance which type of fuel needs to be refueled. When refueling the wrong fuel, you are fully liable for damage caused to (the engine of) the car. LivCuraçao Rentals B.V. is not liable towards the hirer if damage is caused by refueling fuel unsuitable for the car.

Article 3. Rental period

The minimum rental period is 4 days (unless stated otherwise in the RA).

The RA is entered into for the rental period and for total rental amount as stated in the RA or agreed otherwise in writing. If for any reason the car is returned prior to the end of the

rental period indicated in the RA, you are not entitled to a refund of the rental amount paid.

A reserved rental period can only be shortened until 24 hours before the start of the rental period.

Extension of the rental period is possible in consultation with LivCuraçao Rentals B.V. The terms and conditions in the RA and these GTC remain applicable during the extended rental period or are automatically renewed.

If the car is not returned by the hirer within 1 hour after the end of the rental period indicated in the RA, LivCuraçao Rentals B.V. will charge USD 8 per hour (including tax) as extra costs for the next 3 hours after this first hour. After these 3 hours, the full daily rate (including 'Collision Damage Waiver' – if any) will be charged per calendar day.

If the car is not returned on time, LivCuraçao Rentals B.V. will also have the right to take immediate repossession of the car. If the hirer commits breach of contract or in any other way acts contrary to the RA or GTC, LivCuraçao Rentals B.V. will also have the right to immediately retake the car without refund of the rental amount paid. Any associated costs and/ or damage in these cases are at the hirer's expense.

Article 4. Payment

The total rental amount for the agreed rental period, including 'Collision Damage Waiver' (if any), extra fees (if any), rented accessories (if any) and sales tax, as well as the deposit, must be paid in full by the hirer in advance or upon delivery / receipt of the car.

No extra rent will be charged for the second driver named in the RA.

When making a reservation no prepayment is required. A reservation can be cancelled free of charge until 24 hours before the start of the rental period. In case of a cancellation within 24 hours before the start of the rental period, you will be charged 50% of the rental amount for the car.

You are obliged and you accept to pay any additional costs due within 1 week after the

end of the rental period. If you do not comply with this obligation, an interest rate of 15% per annum will be charged on the costs owed from 1 week after the end of the rental period. In addition, any collection costs are at all times at the expense of the hirer.

Article 5. Inspection of the car

Upon delivery of the car at the start of the rental period, you must inspect the car and report any damage and/or defects immediately to LivCuraçao Rentals B.V. All damages (larger than a 1 Guilder coin) and/or defects will be mentioned on the RA. Damage and/or defects reported or noticed afterwards by you will be attributed to you.

You must return the car in the same condition (subject to normal wear and tear) and clean inside (by normal use standards). Upon return, the car will be inspected by LivCuraçao Rentals B.V. (or any designated person). Possible damage and/or defects found that are not mentioned on the RA will be charged to you. Should the car be very dirty inside (in the opinion of LivCuraçao Rentals B.V.), you will be charged a cleaning fee of USD 100.

Smoking in the car is NOT allowed. If LivCuraçao Rentals B.V. (or any designated person) notices that you have smoked inside the car, you will be charged a cleaning fee of USD 150.

Article 6. Insurance

All-risk insurance coverage with an excess / deductible of USD 750 per incident, plus Personal Accident Insurance coverage of maximum ANG 30.000 (about USD 16'500) is included in the rent of the car. The excess/deductible can be optionally lowered to USD 150 per incident for an additional USD 8 per day.

USD 150 will be charged to the hirer for lost or defective keys/remote control.

The deposit is equal to the amount of the deductible/excess and in case of damage remains in possession of LivCuraçao Rentals B.V. until this damage has been fully dealt with. When the damage can be recovered

from a third party, the hirer receives the deposit back.

The third party liability insurance (WA) coverage is extensive (ANG 500.000 / about USD 275'000 per incident). Costs for any damage/physical injury caused to any third party exceeding this amount will be at the expense of the hirer.

The insurance coverage is voided in the following cases:

- when damage is intentionally caused by the hirer;
- when the car is not used for normal use and one or more of the restrictive provisions referred to in Article 1 are violated;
- when driving under the influence of alcohol, drugs or medication;
- when using a mobile phone while driving;
- when driving OFF-road (in any case at the following locations: Watamula, San Juan, San Pedro plain, Bullenbaai, Koraal Tabak, Shut); driving to **Cas Abou beach** and in the **Shete Boka National Park** is **PERMITTED** however;
- when the car is being driven by someone else than the hirer or any second driver named in the RA;
- when an incorrect representation has been made with regard to the validity and/or date of issue of the driving license of an authorized driver, when this driver has been denied the driving license or when this driver is not healthy/fit and therefore unable to drive the car.

All damage caused in the above cases - to the car itself, to occupants, to third parties and (financial) damage suffered by LivCuraçao Rentals B.V. – will be fully at the expense of the hirer.

In the event of a collision (with or without any third party involvement) or break-in in the car, the car may **NOT** be moved. Hirer must first call Forensys (tel. +5 999 **199**), wait until they arrive and then follow their instructions. If necessary, Forensys also calls in the police. In case of theft of the car, the hirer must call in the police himself (tel. +5 999 **911** or +5 999 **917**). An official Forensys report and, in the event of

intervention by the police, also a police report of the incident must be handed over to LivCuraçao Rentals B.V. **Without the intervention of Forensys and/or when moving the car before Forensys is on the spot, the insurance coverage is also voided and all damage, including possible fines, will be entirely at the expense of the hirer.**

When the car has a soft-top/sunroof, this needs to be closed as soon as possible when it rains. The top/roof should preferably also be closed when driving OFF-road (only in the 2 authorized locations as mentioned). Significant water damage to the car's interior and/or damage to the soft-top/sunroof system will be entirely for the hirer's account and expense.

Hirer is furthermore fully liable for any damage not covered by the insurance. LivCuraçao Rentals B.V. has the right to change the conditions of the insurance without any notice.

Article 7. Parking the car

When parking / leaving the car unattended, you must always remove the key, place the steering wheel lock if provided, close the car's soft-top/sunroof (when equipped), close the car and activate the alarm (when installed). If these conditions are not met, the insurance coverage will be canceled in the event of theft and / or burglary.

The car may **not** be **parked in dark and / or remote areas. During night time**, the car needs to be **parked preferably in a gated and/or guarded location**, if possible. **NEVER leave anything in sight and do not leave any valuables in the car.** Damage to the car resulting from this will be always be fully at the expense of the hirer.

Article 8. Fines

You are fully liable for all fines and costs arising from traffic and/or parking violations or offenses committed during the rental period.

Article 9. Car trouble or breakdown

LivCuraçao Rentals B.V. maintains her cars in a careful manner. Each car also comes with a roadside assistance subscription. In the event

of car trouble or a breakdown, you must always first call '24-7 Wegenwacht' (the local roadside assistance organization) at +5 999 9247. LivCuraçao Rentals B.V. must always give advance permission for any repairs that are costing money.

Flat tires must be fixed or replaced immediately. You are fully liable for damage caused by failure to do so. '24-7 Wegenwacht' can assist in changing or inflating a flat tire. Costs for repairing / replacing a flat tire will be borne by the hirer, also when a flat tire cannot be repaired and needs to be replaced. In that case, you will be charged the cost of a new tire.

'24-7 Wegenwacht' doesn't offer roadside assistance in off-road locations that are hard to reach. You must then arrange for repair and/or towing of the car yourself and LivCuraçao Rentals B.V. has no obligation to assist you.

You are further fully responsible for any damage caused by ignoring warning lights and/or meters in the car.

Article 10. Replacement vehicle

Should, for any unforeseen reason, a car reserved by hirer not be available at the start of the rental period, LivCuraçao Rentals B.V. will arrange for one of its own (comparable) cars as replacement or, in case that is not possible, a replacement vehicle in the same price category from any other car rental company. In such cases, hirer is not entitled to any restitution of the total rental amount already paid. Any additional costs for a replacement vehicle will be borne by LivCuraçao Rentals B.V. In case you are provided with a replacement vehicle from another car rental company, you will need to comply with that company's terms and conditions.

Possible nullity or invalidity of one or more provisions in these GTC does not affect the applicability and validity of all other provisions.

The hirer indemnifies LivCuraçao Rentals B.V. for all liability for injuries and other health issues caused to persons transported in the car and/or damage to or loss of goods / personal belongings transported in the car. Furthermore, in the broadest sense of the word, you indemnify LivCuraçao Rentals B.V. of all requirements that could apply to LivCuraçao Rentals B.V. with regard to reimbursements of expenses and indemnities which could result in any way from or in connection with the ownership or rental of the car.

In cases in which these GTC do not provide, the decision-making authority lies with LivCuraçao Rentals B.V.

Curaçao law governs the RA and these GTC. Any disputes will be submitted to the Court of First Instance of Curaçao.

Curaçao, June 2020

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