

## 1. GENERAL RENTAL CONDITIONS

### A. Reservations and Cancellations

#### Reservations

To make a reservation just click on the car of your choice and make your booking. The system will calculate your total cost (**NO hidden fees**) and request you to fill in the reservation form through our **secure SSL**. After you have submitted your request, you will get an e-mail that your reservation has been **confirmed with airport instructions**. You can also contact us by e-mail and request a quote for longer rental periods.

#### Cancellations

Cancellations must be done **48 hours** prior to the rental date to avoid charges, this must be done by mail. It is not possible to cancel a reservation online. After rental has started NO refunds.

#### Modifications

Modifications can be done by e-mail only and must be done at least 48 hours prior to the start of the rental. When the rental has started, modifications must be requested by mail as soon as possible.

### B. Rental Rates

Daily Rental rates are based on a 24-hour rental day starting at the time of rental (car pick up). The minimum rental period is 4 days. The renter will be charged per day. If a renter wishes to rent the vehicle for a longer period than agreed upon, the applicable rate or other rates may apply.

**All rental rates are in US dollars and include full insurance, Collision Damage Waiver (CDW) and Government tax (at this moment: 9%, can be changed without notice).** Extras will be charged separately.

Good to know:

- No booking fees
- No cancellation fees
- No advanced payment required

### C. Driving Age

The minimum age to rent a vehicle at Just Drive Curacao Car Rental is 23 years of age. This age must be reached at the start of the rental (pick up of the car) due to insurance restrictions.

#### D. Driver's License

The renter or any other driver wanting to drive the rental vehicle must be present in person at the start of the rental period. He/she must be able to show an original driver's license (no copy allowed) that is valid for category of the car rented and valid for the entire rental period. A valid driver's license means a driver's license that has not been suspended, expired, surrendered or revoked and includes an expiration date occurring later than the end of the rental period.

Any driver must have his/her driver's license for at least 1 year before date of rental.

An *international driver's license* is only necessary if the driver's license of the renter/driver is written in a non-latin language (such as Russian, Chinese, Japanese etc.). It is only accepted if in combination with the original driver's license.

A driver's license must always be kept at the driver when driving.

#### E. Authorized Drivers

Any rental contract contains the authorized drivers. The vehicle may be driven only by an authorized driver. An authorized driver is a (any) person who appears at the time of rental and signs the rental agreement.

Every authorized driver must satisfy our age requirements, have and show a (original) valid driver's license and fulfill our other qualifications. No other persons are authorized to drive the vehicle. If the authorized driver(s) are not capable of driving anymore, driving is not allowed and arrangements must be made in advance by calling our rental office.

Number of Authorized Drivers

Only 1 additional driver is allowed per rented car (so: per rental car a maximum of two drivers).

Costs of an additional driver

There are **NO** costs for an additional driver.

#### F. Payment

Just Drive Curacao Car Rental accepts:

- Cash: the following currencies are accepted: **US Dollars (US\$)** and **Caribbean Guilders (XCG)**.
- Debit/Credit Card: **Visa** and **MasterCard**

By paying with a Debit/Credit card a fee of 5% will be added to your total cost.

## G. Security Deposit

A security deposit is **NOT** required at Just Drive Curacao Car Rental, but the renter is responsible for the insurance administration fee / deductible when involved into a car accident or any other damage which must be handled by the insurance company. This is only applicable if the renter is the one who caused the accident or the cause is unknown (no third party).

The insurance administration fee /deductible is **\$300**. You can reduce this to **\$0** by selecting the 0-risk option during booking.

## H. Gasoline Policy

The renter **must refill** the gas tank to avoid a refueling charge. If the renter does not return the vehicle with a full tank of gas, the renter will be required to pay a fuel charge to compensate Just Drive Curacao Car Rental for the cost and service of refueling the vehicle. The fuel charge is based on the estimated number of gallons and costs needed to refill the tank.

## I. Use of Vehicle

The renter shall **NOT**:

- a) Use or allow the vehicle to be used for the transport of passengers for hire, payment or reward;
- b) Allow the vehicle to be used outside his/her authority;
- c) Transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
- d) Allow any person to smoke in the vehicle;
- e) Return the vehicle in excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke. **Cleaning fee is at least \$200,- (or more if costs are higher);**

# 2. LIABILITY AND INSURANCE

## A. Loss of or damage to the vehicle

The renter and any additional drivers are covered to any loss or damage to the rental vehicle, even if someone else caused it or the cause is unknown, whether due to theft, fire, flood, collision, vandalism, or any other cause, subject to limitations imposed by the law in accordance to which the vehicle is rented.

Items that are supplied with the vehicle, such as keys, jacks and spare wheels, and items rented additionally, such as baby-seats, are required to be returned as supplied, subject to fair/normal wear and tear. Loss or substantial damage to such accessories will result in a replacement cost chargeable to the customer based on the current replacement cost of the item.

**IMPORTANT:**

- Car key / Remote Control is **NOT** waterproof; if lost or damaged the renter will be charged for replacement costs: **\$250**
- Driving on a flat tire will damage the tire, replacement costs **\$250**
- Refilling diesel in the car will cost **\$500 fee**

Just Drive vehicles are **NOT** intended for safari and/or “rally” purposes. By doing so the renter violates with the terms and conditions of the rental company. In case of an accident or damage insurance will **NOT** cover the car and the renter is fully responsible for damage to the car and third party.

Moreover during the rental period, the renter is responsible for all costs due to traffic violations and/or parking fees.

**B. Third Party Liability Claims**

Unless otherwise required by applicable law, a renter and/or the additional authorized driver is covered for third party claims of property damage, personal injury, caused by or arisen from the use and operation of the Just Drive Curacao vehicle during the rental. The respective insurance company of each party involved is responsible for their own claims.

**C. Loss Damage Waiver**

("LDW"): The rental vehicle is covered in addition to all-risk. Just Drive Curacao will agree to waive the renter's responsibility for loss or damage to the vehicle in part (depending on the cause of the damage).

LDW does not apply if:

- (1) the renter uses the vehicle in violation of the rental agreement;
- (2) the renter fails to remove the keys, or fails to close and lock all windows, doors and trunk, and the vehicle is stolen or vandalized;
- (3) the driver was under the influence of drugs or alcohol at the time of the accident/damage;
- (4) the driver was determined to be negligent;
- (5) the insured vehicle was moved prior to police instruction;
- (6) the vehicle was being used off-road;
- (7) the renter fails to notify us, Forensys Curacao (9233) and Police (911) immediately after the loss;
- (8) the renter fails to pay the charges under the rental agreement (including withdrawal or refusal of payments made by credit/debit card).

**IMPORTANT:** In case of an accident do **NOT** move the car until Forensys Curacao has arrived. The only person authorized to move the car before the arrival of Forensys Curacao is the police.



#### D. Deductible

For each damage the renter has to pay a deductible of **US \$300**

A combination of damage to the car and to a third party will be charged as '1 damage'.

If, during a rental period, more accidents happen (= no cause connection between the several accidents/damages), each accident will be charged separately.

A deductible will only be charged if:

- if the renter/driver is the one who caused the accident (= liable to the damage caused) or the cause is unknown;
- if the renter/driver failed to follow the instructions 'what to do when the car damaged' (see section E, below).

#### E. What to do when the car is found damaged/involved in an accident?

According to Curacao Law, a renter/driver has to act as follows when the car is damaged (regardless the cause):

- leave the car as it is found (if found with damage) or came to a stop (after accident);
- call 9233 (**Forensys**); Forensys is the local organization which is responsible for administrating car accidents and damages. Wait until they arrive without moving the car.
- call our office and follow instructions.

Moving the car is only allowed after permission of Forensys or, if the local Police arrives earlier, after permission of the Police.

*Please not that insurance coverage of the rental car is only valid when these instructions are followed strictly. It is necessary that the driver can show his/her ID and Driver's License, so always take those documents with you.*

#### F. Collision Damage Waiver

The daily rates of Just Drive Curacao Car Rental also includes collision damage waiver (CDW) which covers only the car. Personal injury, including death are NOT covered.