

# Terms & Conditions

## Article 1: Definitions

- **Garage Bougainville VBA** .: a limited liability company renting out motor vehicles, situated at Balashi 78, Oranjestad, Aruba
- **Additional driver**: the person whose name is stated on the contract as such
- **Customer**: renter and additional driver
- **Gerecht in Eerste aanleg van Aruba**: Aruban Court, Court of first instance, Gemeenschappelijk Hof van Justitie, situated at J.G. Emanstraat 51, Oranjestad, Aruba
- **Vennootschap met Beperkte Aansprakelijkheid (V.B.A.)**: an Aruban corporation/limited liability company governed by Aruban Law Provisions: all stipulations on this agreement
- **Renter**: the person who has rented a motor vehicle from Garage Bougainville VBA and whose name is stated on contract as such

## Article 2: Terms and extras

Minimum rental age is 23 years. Scheduled arrival outside normal opening hours may involve an extra charge. The motor vehicle must be returned no later than pick-up time or an extra day may be charged.

## Article 3: Conditions of the rented motor vehicle

Garage Bougainville VBA declares that it had rented out and delivered in good condition to the customer, and the latter declares that he/she had rented and received in good condition from Garage Bougainville VBA, the motor vehicle of which a description is shown on the rental agreement, together the thereto pertinent documents and appurtenances, against payment of the rental price stated there and during the period upon which the customer declares that he/she in agreement with the conditions stated on the rental agreement, as also with the following conditions and stipulations.

## Article 4: Start and extension of the rental agreement

The rental starts and terminates on the date and the point in time as stated on the rental agreement. The customer is obligated to return the motor vehicle he/she has rented in good condition, together with the thereto pertinent documents, tools and

spare tire, in the same good condition as received; normal wear and tear expected. An extension of the rental agreement shall only be possible with consent of Garage Bougainville VBA, and a renewed rental agreement has been paid for signed by the customer, at the rate then in effect. For each hour part of an hour that the customer is in default of doing so, he/she shall owe to Garage Bougainville VBA the rental price per hour of motor vehicle. US\$10.00 per hour, for the first three (3) hours; one day charge after three (3) hours.

#### **Article 5: Entitlement to drive the rented motor vehicle**

Only the customer and the additional driver are entitled to drive the motor vehicle. Wherever hereinafter reference is made to the customer, this shall also include the additional driver. Both the customer and the additional driver are separately as well as collectively liable towards Garage Bougainville VBA for any damage to and costs in reference to the motor vehicles as specified hereinafter.

#### **Article 6: Costs of fuel**

During the time that the customer had the motor vehicle at his/her disposal, all costs entailed by use the motor vehicle, for example fuel, lubricating oil, tire repair etc. are for account of the customer. Any towing costs and/or transportation costs of the motor vehicle and/or the passengers, are for account of the customer. Please note that some vehicles use diesel instead of gasoline.

#### **Article 7: Manner of use**

The customer is obligated to use the motor vehicle in a judicious and reasonable manner. The customer is obligated to check the oil level, cooling water and tire pressure on a daily basis. The customer is obligated to stop the engine of the motor vehicle immediately in the event a dashboard warning light goes on or the engine temperature indicator shows too high an engine temperature and inform Garage Bougainville VBA immediately. The customer must see that the motor vehicle is serviced in accordance to the maintenance service purposes (especially long-term rentals), the customer must deliver the motor vehicle to Garage Bougainville VBA caused by customer not complying with these provisions are to be paid for by the customer.

#### **Article 8: Liability Customer**

**The customer is liable for any damage that has been and/or might have been inflicted to the motor vehicle during the rental period with or without fault of the customer (unknown accident/damage), and irrespective of whatever has happened in our superior force/force majeure.**

The customer holds Garage Bougainville VBA harmless against any and all damage inflicted to passengers or third parties, for which Garage Bougainville VBA might be liable on the ground of any stipulation of law, insofar as such damage is not at all and/or not sufficiently covered by the insurance referred to hereinafter. The customer holds Garage Bougainville VBA harmless against any and all fines, that might be imposed upon Garage Bougainville VBA by reason of violations and punishable acts committed during the rental period by the customer and/or passenger. Garage Bougainville VBA will charge the customer or third party (depending on who is at fault) loss of rental depending on the severity of the damage and season/demand.

#### **Article 9: Third party insurance**

**The customer confirms herewith that he/she is cognizant of the fact that with respect to the motor vehicle no other insurance has been contracted than an insurance against liability towards third parties or burglary which has an own risk (deductible) part of AWG270.00 (US\$150.00) collision or of AWG525.00 (US\$300.00), which sum is in full account of the customer.**

The customer is fully liable for all the damages of any nature if the rented motor vehicle is operated in violation of any provision of this rental agreement. Insurance charges are mandatory. The third-party insurance policy referred to hereinabove is available to be pursued by the customer at the head office of Garage Bougainville VBA and the customer confirms that he/she will abide by the conditions of the policy, which reference in full is here being made and which are deemed to have here been inserted and constitute to integral part of the present agreement.

#### **Article 10: Prohibited use of motor vehicle**

It is prohibited for the customer to transport more persons and/or luggage than for which the motor vehicle is equipped, or to transport luggage that can cause damage to the motor vehicle and/or the upholstery. It is prohibited for the customer to use the motor vehicle for other purposes than that which the latter is destined, according to its nature and equipment, as also to transport persons and/or goods against payment therefore.

1. It is prohibited for the customer to give driving lessons with the vehicle to be driven by a person other than the renter and additional driver.
2. It is prohibited for the customer to use/drive the motor vehicle in Arikok National Park (with the exception of 4x4 vehicles).
3. It is prohibited for the customer to drive the motor vehicle to/or in the vicinity of the natural pool and/or surround terrains (4x4 included)
4. It is prohibited for the customer to drive the vehicle on sand dunes and beaches, as this is also prohibited by law.
5. It is prohibited for the customer to transport the vehicle outside Aruba.
6. It is prohibited for the customer to use the vehicle in a manner that is in violations of Aruban Laws.
7. It is prohibited for the customer to use the vehicle in a manner that is in violation of these provisions.
8. It is prohibited for the customer to perform and/or order reasonably technical repairs to the vehicle.

It is prohibited for the customer to operate this and/or any vehicle under the influence of alcohol, narcotics, or legal drugs advised not to use heavy machinery or cause drowsiness, or to allow the vehicle to be operated by a person that is under such influence.

#### **Article 11: Damage to motor vehicle**

In case of damage inflicted to or with the motor vehicle, the customer is obligated to notify Garage Bougainville VBA immediately by telephone or in some other manner and to confirm such notification forth with in writing, in case of a collision with simultaneous presentation of a layout drawing, a clear description of the facts of the case, a statement of time and place of the accident. The customer is obligated to call Forensys, 165, which is in compliance with our insurance. The customer is obligated to comply with the instructions to be given to him by Garage Bougainville VBA, and if possible to have police department draw up an official report. The customer must see to it that all judicial and extra-judicial documents having a bearing upon the accident are sent immediately to Garage Bougainville VBA and the customer must likewise refrain from acceptance and/or settlement of third party damage claims.

All damages and costs ensured by Garage Bougainville VBA arisen from violation of this provision are to refunded by the customer.

**Article 12: Credit Card charge authorization**

**In the event of damage caused to the motor vehicle, or extra costs of any kind to Garage Bougainville VBA, the customer declares that Garage Bougainville VBA is empowered and authorized to charge these damages to the customer's credit card. The customer declares that he is cognizant of the fact that the empowerment and authorization entailed in this provision is irrevocable.**

**Article 13: Collision Damage Waiver (CDW) insurance/Loss Damage Waiver (LDW)**

If purchased by the customer, Garage Bougainville VBA assumes responsibility for collision damage caused to the vehicle and loss of use of the car AFTER the deductible of US\$500.00, US\$750.00 or some cases US\$1000.00 plus US\$150.00 or US\$300.00 (see article 9)

CDW only covers damages caused to the rented vehicle due to a collision with another vehicle. CDW does not cover damages caused by the vehicle by operating the vehicle in a grossly negligent manner, for example driving while intoxicated or in violation of Aruban criminal and motor vehicle statutes.

1. CDW/LDW does not cover damages caused to the vehicle while being used for the transportation of people or property for hire.
2. CDW/LDW does not cover damages caused to the vehicle while operated by someone other than the renter and the additional driver.
3. CDW/LDW does not cover in case of a hit and run.
4. CDW/LDW does not cover damages to the vehicle caused by improper use hereof.
5. CDW/LDW does not cover damages to the vehicle if stolen (joy-riding).
6. CDW/LDW does not cover damages caused to the vehicle due to operating it in Arikok National Park.
7. CDW/LDW does not cover damages to the vehicle caused by violation of the provisions of this rental agreement.

8. CDW/LDW does not cover lost key, damaged remote/key, flat tire, ripped tire, damage to rim (see article 14)
9. CDW/LDW does not cover damages to the vehicle caused after the rental terminating date/time.
10. CDW/LDW has to be extended beyond the agreed terminating date. Failure to do so causes the customer to be fully liable for any and all damages caused to the vehicle due to a collision.
11. CDW/LDW does not cover if the vehicle collides with exp. a rock, wall, tree, dog or any other object or animal (one way accident).
12. CDW/LDW does not cover for any damage that has been and/or might have been inflicted to the motor vehicle during the rental period with or without fault of the customer (unknown accident/damage), and irrespective of whatever has happened in our superior force/force majeure.

When CDW/LDW is not purchased, the customer automatically assumes the cost of all damages to the vehicle caused by a collision, for the customer is only indemnified for damages caused to third parties under the policy referred to in article 9, while operating the rented vehicle. **CDW/LDW is NOT an all risk insurance. CDW/LDW is non-refundable.**

#### **Article 14: Keys, flat tire or damaged tire**

- CDW/LDW does not cover lost key, damaged remote/key, flat tire, ripped tire, damage to rim (see article 13)
- Cost for lost key (and keychain) will be determined. We don't make copies of the key. We must order a new set of locks and keys for the vehicle.
- Cost for remote/key damaged by water will be determined
- Loss of (one) license plate US\$30.00
- Regular flat tire repair is US\$10.00
- Ripped tire cost will be determined
- Cost of damage to rim will be determined

### **Article 15: Billing a third party**

If the customer has directed the billing for charge to be transmitted to another person, firm or organization who fails to make payment promptly when due, the customer will promptly pay said charges on demand. The customer herewith authorizes Garage Bougainville VBA to withdraw the amount due from his or her monthly salary, bank account and/or credit card.

### **Article 16: Collection Fee**

In the event the customer fails to make payment of any kind to Garage Bougainville VBA for services rendered or damage caused to a vehicle or Garage Bougainville VBA, the customer agrees to pay a collection fee equal to 25% of the owed amount, to be paid separately. Garage Bougainville VBA will then charge the customer a monthly administration fee of 2%, and a yearly interest of 18% in addition to the 25% collection charges.

### **Article 17: Right to promptly terminate the rental agreement**

Garage Bougainville VBA has the right to terminate this rental agreement at any time with immediate effect, and to take back the motor vehicle wherever it may be, in the event the foregoing is caused by the customer not complying with these provisions. Garage Bougainville VBA shall not be obligated to make a refund and/or pay any indemnification to the customer.

### **Article 18: Liability for property stored in vehicle**

Garage Bougainville VBA is not responsible or liable for loss or damage to any property left, stored or transported at any time by the Garage Bougainville VBA at the request of and/or with knowledge of the customer or any other person or of property left, stored or transported by customer or any other person in or upon vehicle either before or after, the return thereof of Garage Bougainville VBA, whether or not said loss or damage was caused by or related to the negligence of Garage Bougainville VBA's employees. Customer hereby assumes all risk relating to the above incidents of loss or damage and waives all claims against Garage Bougainville VBA by reason thereof, and hereby agrees to loss harmless from and to defend and indemnify Garage Bougainville VBA against all claims based upon or arising out of the loss or damage referred to therein.

### **Article 19: Liability for injury**

The customer is cognizant of the risk and/or damages entailed by operating a motor vehicle, and the risk and/or dangers entailed by participating in traffic. Garage Bougainville VBA is not in any way liable for damage, harm, injury or death caused to third parties by proper or improper use of the rented vehicle. Garage Bougainville VBA is not in any way liable for damage, harm, injury or death caused to the customer, additional driver or passengers by proper or improper use of the rented vehicle.

### **Article 20: Cleaning fee**

In order to serve the customer better, please note that a cleaning fee will be applied to your rental agreement if vehicle is returned with:

- **Excessive sand on carpets and/or seats:** US\$35.00
- **Trash, dirt, food and other disposable items:** US\$20.00
- **Animal/Fish/Pet residue/smell:** US\$100.00
- **Cigarette/cigar smell:** US\$250.00
- **Cigarette/cigar burn:** To be determined
- **Wet interior/wet seats:** To be determined
- **Sun block stain on seats/doors/armrest:** To be determined

The renter agrees to return the vehicle in the same condition when it was picked-up or the renter will be charged the cleaning fee that's applicable. The renter authorizes Garage Bougainville VBA to charge the credit card as registered in the Rental Agreement (see article 12).

### **Article 21: Traffic violations and parking fines**

- Customer is liable for the fine for violating any traffic rules and regulations of the Aruban Traffic law
- Customer is liable for parking fees and/or parking fines
- Customer will receive proof and/or receipt for the full amount paid or to be paid

### **Article 22: Cancellation policy and fee**

The customer must cancel the reservation at least 48 hours prior to the reserved date in order to avoid a 1 day rental charge to the credit card.

### **Article 23: Applicable laws**

Aruban Law is applicable to disputes that may arise with reference to this agreement.



#### **Article 24: Jurisdiction**

All legal disputes that may arise with reference to this agreement are settled by “Het Gerecht in Eerste Aanleg van Aruba”

- **ONLY 4X4 VEHICLES ARE ALLOWED TO ENTER THE ARIKOK NATIONAL PARK. YOU ARE ONLY ALLOWED TO DRIVE ON FLAT DIRT ROADS. YOU ARE NOT ALLOWED TO GO DOWN BY THE NATURAL POOL. ANY OTHER VEHICLES ARE PROHIBITED TO ENTER THE NATIONAL PARK OR DRIVE ON THE NORTH SIDE OF THE ISLAND.**
- **WHEN RAINING OR IT HAS RAINED PLEASE DRIVE CAREFULLY WHEN APPROACHING ANY WATER PUDDLES OR POTHOLES.**
- **ARUBAN LAW PROHIBITS DRIVING ON SAND DUNES AND BEACHES.**

**POLICE: 911/100**

**FORENSYS: 165**

**AFTER OFFICE HOURS ROAD SERVICE TEL: 593-9953**

**Extension of rental: If you would like to extend your rental, please call our Main Office, Tel: 585-8900, between 8:00 a.m. – 5:00 p.m., 24 hours in advance to check availability for extension of rental. All extensions must be paid in advance.**