

# GENERAL TERMS & CONDITIONS

## Contact:

Phone and emergency phone number: +599785-3627

Office hours: MA-FRI 8.00 AM – 17.00 PM – SAT 10.00 AM – 14.00 PM – SUN Closed

## Payment:

The full amount as stated on the agreement between undersigned (renter and Smiley Rentals) should be settled prior to signing this agreement. Payments can be made with cash (USD) or with a Debit/Credit Card.

Upon rental of each vehicle Smiley Rentals must receive a deposit of \$300,-. The deposit can be made with cash or with a credit card. Extra costs credited by the Credit Card company or differences in exchange rates are for renter.

Smiley Rentals is at all times permitted to debit renter's deposit in case of: overdue rental and/or costs and/or damages.

In the event that the renter refuses to pay, Smiley Rentals is entitled to engage a collection agency. All costs will be recovered from the renter of the vehicle.

Changes in this agreement can only be made in writing signed by both renter and Smiley rentals.

## Renting:

The word vehicle in this agreement means Scooter and includes: its tires, tools, equipment, accessories, documents, helmets and locks.

For renting a scooter the undersigned (renter) has to have the minimum age of 18 years and has to be in possession of a valid driving license for a car or scooter. For verification purposes we will ask renter to show us a valid and corresponding driver license prior to signing this agreement. In case the renter does not possess a valid driver license or does not have the minimum age of 18 Smiley Rentals has the right to terminate the given offer.

The scooter may only be driven by the renter unless an additional driver has been added as part of this agreement. If the renter allows a non-listed driver to drive, ride or move the vehicle, the renter will be fully responsible and liable for any damages caused to the vehicle, its passengers and/or third parties.

Regardless of fault, all estimated damages and/or loss including claims, processing fees and administration charges, must be paid by the Renter immediately.

It is not allowed to carry more than 2 persons on a scooter including the driver.

One rental day is **24 hours**. A return later than stipulated in this agreement a call-out cost of \$35, plus an additional charge of \$10 for every hour of delay, will be debited from renter's deposit.

For late returns outside of the above mentioned office hours an additional fee of \$35,- will be charged, in addition to the previously stated cost.

In case renter wishes to extend the rental period, Smiley Rentals must be informed 24 hours before the vehicle is due. No guarantee can be given by Smiley Rentals that extending the rental period is possible. There is no refund for an early return.

Without the prior approval of Smiley Rentals, it is not allowed to service or repair the vehicle. Renter will be held fully responsible and liable for all unauthorized repairs.

The pick up / drop off location is the Smiley Rentals office located at Kaya MGR Nieuwindt 88 – Terra Cora unless agreed otherwise.

## Damage & Insurance:

Prior to signing this agreement undersigned parties will inspect the vehicle and record the damage.

Any and all damages must be reported immediately to Smiley Rentals. In case renter fails to do so, and the damage and/or loss worsens, all additional damages and costs will also be for renter.

In case of loss or damage, Smiley Rentals has the right to determine the value or amount of the loss and/or damage. Smiley Rentals will draft a settlement and renter is obligated to fulfil this amount upon receiving the damage and/or loss report.

The renter is liable for all (traffic) violations and will pay all fines, penalties and costs imposed for parking and/or traffic violations related to the vehicle, while rented under this agreement. Renter will promptly report such violations to Smiley Rentals and compensate Smiley Rentals for extra costs regarding the violation.

Smiley Rentals will not be responsible and/or liable for claims and/or costs arising out of such violations, including any expenses related to the handling of such matters.

Whenever the renter leaves the vehicle unattended it should be locked properly. This means the renter must use the steering lock and a chain lock.

All vehicles rented by Smiley Rentals have a Third party liability insurance. This insurance covers damages caused to third parties and their occupants to a total maximum limit of \$83.000,- per collision or accident. Renter is fully responsible and liable for any damages exceeding this sum. The deductible for this insurance is \$150,-. Any and all damages and/or loss not exceeding the deductible are for costs of renter.

Renter is aware of the fact that damages and/or loss to the vehicle, driver and passenger are not covered by any insurance.

The renter is fully responsible and liable for any and all damages (including total loss) or theft of the vehicle that are not covered under the above mentioned insurance. The costs for a total loss damage and/or theft totals between \$1800,- and \$2200,-. Renter will receive an invoice from Smiley Rentals which need to be fulfilled by renter immediately. If the payment is not made immediately, Smiley rentals will be obligated to take legal action. The cost associated with this will also be charged to the renter. Additionally a penalty of \$22.50 a day will be applied for the loss of rental income due to the scooter being unavailable.

Driving under influence of alcohol, drugs or any other substance known to impair the driving ability of the renter, will void the insurance coverage. The renter is fully responsible and liable for any and all damages caused by or to the rented vehicle.

It is not allowed to participate in any test, race or contest with the rented scooter from Smiley Rentals. A violation of this prohibition will void the insurance coverage and the renter will be made fully responsible and liable for any and or all damages caused by or to the rented vehicle.

## Fuel

Fuel or the costs for fuel is **not** included in the agreement. The vehicle will be rented with a full tank of fuel and should be returned to Smiley Rentals with a full tank of fuel. In case the tank has not been filled fully upon return, \$15,- will be charged. Smiley Rentals will deduct this of the deposit.

## Pick up costs

If renter is stranded (and needs a pick up from Smiley Rentals) because of not having filled the tank with fuel on time, an extra pick up charge of \$25,- will be added to your invoice. After office hours the costs for a pick up are \$45,- and will be added to your invoice. The renter needs to pay the pick up costs immediately upon pick up to Smiley Rentals in cash. If renter locks the buddy seat with the key of the vehicle inside the buddy seat and needs Smiley Rentals to open the buddy seat, an additional fee of \$25,- will be added to your invoice. After office hours the costs for this service is \$45,- and will be added to your invoice. The renter needs to pay this fee immediately upon arrival of Smiley Rentals in cash.

It is not allowed to ride the scooter on unpaved roads. If you break down or have an accident on an unpaved road.

In case of a breakdown on an unpaved road, you are responsible for calling a towing service on your own expense, and all costs of all damage and maintenance to the scooter will be at your own expense.

**This agreement shall be governed by and construed in accordance with the laws of the BES islands (Bonaire, Sint Eustatius and Saba)**

**By signing this contract, renter agrees that he has read and understood the terms of agreement.**

Name:

date:

signature:

