



**In case of accident and/or damage(s), do not move the car, and ALWAYS call +5999 767 1610 (Forensys Curacao). You are NOT insured if this term is not met.**

**In case of breakdown, please call during office hours (Mon – SUN / 08:00 AM – 06:00 PM)+5999 461 0659, or +5999 465 0896 (24/7 Road Service Curacao)**

**Fuel: YELLOW (super)**

1. These general terms and conditions apply to rental agreements, between Columbus Car Rental BV ('Columbus'), as lender of a vehicle to a third party vehicle renter ('the renter').

2. The dates recorded with the definitive reservation (after the lender has received the prepayment) are binding. The renter is obligated to pay the number of agreed upon rental days, also if the car is picked up at a later time or returned at an earlier time. When the car is returned earlier than the agreed term then no restitution will take place for the non-used days of the reservation. De prepayment of the rent goes from the owed rent payment to the payment of other costs that the renter binds.

When the claimed amount of the lender is not paid in cash or is not met at the agreed time of day, the lender is, as of that moment the legal interest, multiplied with 2% on an annual base, over the outstanding amount is owed. When renter after summation fails to pay the remaining amount, the lender is authorized to increase this amount with the debt costs.

3. The car comes with third-party liability insurance and comprehensive insurance.  
**NOT DEDUCTIBLE**

This means that the car is fully insured and there is no deductible. This is only applicable if you stick to the law and the applicable conditions. Any damage to third parties remains, although it is reimbursed by the insurer pursuant to the law although there is no coverage pursuant to the policy conditions. This occurs if the driver was under the influence of alcohol or drugs at the time of the occurrence of the damage, this damage will be fully recovered from the renter.

Note: Damage or loss of car key(s) and refueling incorrectly (e.g. diesel instead of super) does not fall under not deductible and renter needs to pay for this.

4. It's not allowed to smoke in the car. Cleaning costs (Naf 300,-) will be charged and must be reimbursed by the renter.

5. Unless agreed upon otherwise in advance, the renter is required to pick up the car at the lender. A valid driving license is required for picking up the car. The renter is obligated to return the vehicle with all accessories no later than on the day and time that the agreement is terminated at the address of the lender, in the same condition, normal wear and tear excluded, unless an extension of the rental period is request by the renter in advance and this extension was granted by the lender. The rent period extended in this way remains subject to these standard provisions and is terminated at the time further agreed upon, which is binding.

If it agreed upon that the lender, after returning the car, will be given a ride, then the renter is required to exactly observe the agreed upon time, as noted on the rental contract. If the car is returned at an earlier or later time, then the lender is not required to give the renter a ride and then the renter is required to handle transport by themselves.

6. If the vehicle is not returned to the lender in the, possibly extended, period specified in the rental agreement, then the lender acquires the right to immediate taking back of the vehicle, with the rent automatically continuing under the same provisions up to the day and the hour that the vehicle is back in the possession of the lender Naf 50,00 is charged for each extra hour. If the car is returned at an earlier time, then the lender is not required to give any money back. Whenever the renter proves that exceeding the original rent period was the consequence of non-attributable breach, such as a technical failure of the vehicle which was already basically present upon conclusion of the rental agreement, the hourly rate specified in this article will not be charged. In addition the lender will assess, depending on the circumstances of the case, whether a (portion of the) daily rate is owed on that period.

7. During the time that the renter has the vehicle at his or her disposal, the costs for the use of the vehicle related to such things as engine fuel and parking are at the expense of the renter.

8. Only the person specified on the rental contract with name and driving license number is allowed to drive the car (with exception of the persons of the travel group), third parties who rive the vehicle and are not known to the lender are not insured.

The car has a passenger insurance. The renter indemnifies the lender for alle damage of passengers or third parties for which the lender might be liable.

If there are more drivers Columbus keeps the right to claim the deposit before renting the car. The renter is, at all times, the responsible and accountable person in regards to Columbus as contract party.

9. The renter indemnifies the lender for all fines imposed to the lender pertaining to criminal acts carried out during the rental period by the driver and/or occupant, unless the fines and/or damage payable by the lender is a result of a defect to the vehicle which was already (at first instance) present at the effective date of the rental period.

10. The lender is entitled to immediately dissolve the rental agreement without notice of default or judicial intervention being required, without prejudice to the right to reimbursement of costs, damage and interests, if it becomes evident that the renter did not, did not timely or did not fully perform the obligations of the rental agreement during the rental period; in case of death, guardianship, request of suspension of payment or bankruptcy of the renter; or if circumstances occur before the end of the period, which the lender was not aware of at the start of the rental period, which are of such a nature that if the lender was to have been aware of this, that they would not have concluded the rental agreement.

The renter is then obligated to immediately return the vehicle with accessories, upon default of which the lender is entitled to reacquire possession of the vehicle with accessories. The renter hereby grants a power to attorney to the lender or a person designated by the lender to check the vehicle wherever this is located or to reacquire possession of the vehicle.

In the case the vehicle is taken back by the lender, all rights are reserved in the order to recover costs from the renter which have been incurred this way or loss suffered from the breach of the agreement.

11. The renter has a right to replacement transport if further driving with the rented vehicle is impossible, as a consequence of a defect to the vehicle.

Other costs or (consequential) loss or damage is not reimbursed by Colombus. In all other cases where further driving is impossible, the renter has no right to replacement transport. The lender is never liable for damage to cargo, no matter how it has occurred. The renter, also if this concerns a natural person who is not acting in the capacity of a profession or company, is expected to conclude a private insurance for possible damage.

12. The renter states, subject to proof to the contrary, to have received the vehicle without visible defects and/or damage, unless specified otherwise in the damage registration and are known at Colombus.

In case of a defect to vehicle, interior and/or damage, happened to or originated with the rented vehicle, the renter is obligated to immediately notify the lender of this (during office hours - Mon – Sun / 08:00 AM – 06:00 PM).

In case of breakdown on the road, or at your house/apartment/hotel, you can call road assistance (+5999 465 0896). Roadside assistance does not go to unpaved and terrain which is difficult to access; in these cases, the renter must pay any towing and repair costs himself.

In case of damage to the vehicle and in case of an accident/collision, the renter is obligated to:

- a. notify the lender immediately and to call the 'Forensys Curacao', number +5999 767 1610;
- b. if necessary, warn the traffic police (telephone 911)
- c. follow instructions from the lender, such as submitting witness statements and/or other documents related to the event;
- d. at all times submit a completely filled in and signed agreed statement of facts on motor vehicle accident of the "Road Service" to the lender **within**

**24 hours**, unless agreed upon otherwise in writing, or to otherwise make this available in a timely manner;

e. to refrain from admission of guilt of any kind;

f. to never leave behind the vehicle except after adequate usage of all safety precautions against accidents, theft and burglary that have been applied to and in the vehicle;

g. to grant the lender and any persons designated by the lender all requested cooperation for defence against claims of third parties or to acquire damages of third parties and to receive everything related to the accident by the renter/driver or to submit to the lender signed documents and letters etc.

If the car has to be towed, then road assistance should be called (+5999 465 0896) and the lender should be informed.

**If the previous conditions have not been met then all right to damages from the insurance lapses and the entire damage will need to be paid by the renter.**

13. It is not allowed to use or drive the vehicle:

a by a person who is not in the possession of a valid driving license, whose correct name and address is not specified on the rental agreement, or whose name, address or age has been specified incorrectly;

b by a person under the influence of alcoholic drinks, or of narcotic and/or stimulant substances, or by a person who suffers from any mental and/or bodily defect, which impairs their ability to drive a vehicle and/or affects their attention;

c for the transport of passengers or goods in exchange for reimbursement, for the purpose of an activity in breach with the law (such as theft, smuggling etc.) in speed test, for giving driving lessons, matches or rallies or to push or tow another vehicle and/or trailer.

14. The renter is obligated not to overload the vehicle with passengers, baggage, load etc.

15. Normal wear and tear expenses are at the expense of the lender.

16. Super should always be used to fill up the tank (**yellow at the gas station**). The fuel level is checked upon delivery, the car should be handed in with the same fuel capacity. **If you do not hand-in the car with the same fuel content as when you received the car you will have to pay Naf 50,00 extra for handling costs.**

If the fuel meter gives a tank capacity of  $\frac{1}{4}$  it is recommendable to get fuel. The quality of the fuel is pretty low so do not ride your tank completely empty.

17. The car needs to be parked at the house or rental property of the renter and should be, at all times, be located on an enclosed area. The car should be parked as far away as is possible from the public roads and in no case should be parked on a public road. When the renter does not have this possibility then the renter needs to inform this at the car rental (Colombus). Damage through theft or otherwise due to parking on a different location than previously mentioned will be entirely at the expense of the renter.

18. Damage to the engine and bodywork from driving on unpaved terrain is also completely at the expense of the renter. If renter has a flat tire, please contact Lender for more information. When the car is returned with a flat tire (or flat spare tire), then Naf 350,00 will be charged.

**19. DO NOT LEAVE VALUABLE ITEMS VISIBLY IN THE CAR THIS PREVENTS DAMAGE TO THE CAR AND UNFORTUNATE DECLARATIONS. THE LENDER IS NOT RESPONSIBLE OR ACCOUNTABLE FOR LEFT ITEMS IN THE CAR, AFTER THE CAR HAS BEEN RETURNED**

20. The renter is required to prevent that any right is established on the vehicle, that it is lent out or sold or that it is otherwise at someone else's disposal.

21. Any nullity or invalidity of one or more of the provisions of this agreement does not affect the validity and applicability of the other provisions. Any costs following from the failure to perform these conditions are fully at the expense of the renter.

22. The lender is entitled to, and the renter hereby provides permission to, place advertising messages on the rented vehicle by the lender for third parties.

23. The law of the country of Curacao applies to the rental agreement and any agreements resulting from it. Disputes originating from these conditions and/or rights and obligations of involved parties in agreements to which these conditions are applicable will exclusively be settled by the competent court in Willemstad (Curacao) and in urgent cases the President of the Court of Willemstad. Conditions are available for inspection with the lender and in the rental cars.

Curacao, .../.../2024 ready and agreed by the renter:

Name and Signature