ROYAL CAR RENTAL BONAIRE

General Terms and Conditions

Final version

Version	Final
Date	15 October 2026
CRIB number	310029491
Chamber of Commerce number	13594

FINAL VERSION

Adopted General Terms and Conditions of Royal Car Rental Bonaire.

Article 1: Definitions

For the purposes of these terms and conditions, the following definitions apply:

Driver: the person or persons designated as driver(s) in the Rental Agreement;

Renter: the natural person or legal entity entering into the Rental Agreement as renter;

Lessor: Royal Car Rental Bonaire;

Vehicle: the vehicle that is the subject of the Rental Agreement.

Article 2: Determination of the rental price and rental period

1. The Rental Agreement is entered into for the period and at the rate stated in the Rental Agreement or otherwise agreed in writing. The Renter may only make the Vehicle available at a different time with the Lessor's express consent. In such event, the Renter remains liable for all damage arising until the time at which the Lessor has actually received and inspected the Vehicle.

2. The Renter must ensure that the Vehicle is ready to be handed over to the Lessor on the date, at the time and at the location stated in the Rental Agreement or otherwise agreed in writing between the parties. Unless an extension of the Rental Agreement has previously been agreed, the Lessor must be able to take possession of the Vehicle at that time.

3. If the Vehicle cannot be collected by the Lessor within the period stated in the Rental Agreement, as extended where applicable, or has been returned to a third party with the Lessor's consent, the Lessor is entitled to repossess the Vehicle immediately. The Renter's obligations under the Rental Agreement remain in force until the Vehicle is back in the Lessor's possession. Until that time, the Renter owes an additional amount of USD 50 per day on top of the rental price, with any part of a day counting as a full day, without prejudice to the Renter's obligation to compensate the Lessor for all losses already incurred and yet to be incurred. This additional charge of USD 50 per day does not apply if the Renter demonstrates that the overrun of the rental period was caused by force majeure.

Article 3: Cancellation

1. A reservation may be cancelled free of charge up to 24 hours before the start of the rental period.

2. If a reservation is cancelled within 24 hours before the start of the rental period, 50% of the rental amount will be charged.

3. If the Renter fails to take or accept delivery of the Vehicle, hereinafter referred to as a no-show, the full rental amount will be charged.

Article 4: Payment

1. The full rental price must be received by the Lessor in the bank account designated by the Lessor no later than 24 hours before the start of the rental period. If the rental price has not been credited to the Lessor's bank account no later than 24 hours before the start of the rental period, the full rental price must be paid in cash upon delivery of the Vehicle.

2. For a Rental Agreement with a term of one month or longer, each subsequent monthly rental instalment must be received in full by the Lessor in the bank account designated by the Lessor before or on the first day of the new rental month. If payment is not received in the bank account on time, the amount due must be paid to the Lessor in cash no later than the first day of the new rental month.

3. The Lessor does not require a security deposit or guarantee. The absence of a security deposit or guarantee does not affect the Renter's liability under the Rental Agreement and these General Terms and Conditions.

4. The Lessor is entitled to withhold the Vehicle from the Renter until the rental price and any other due and payable amount have been paid in full.

5. If the Renter under a long-term Rental Agreement fails to meet its payment obligations on time, the Lessor is entitled to suspend further use of the Vehicle and repossess it, without prejudice to the Lessor's right to payment of all outstanding amounts and compensation for losses suffered.

6. All reasonable judicial and extrajudicial costs arising from the Renter's failure to meet its payment obligations on time are payable by the Renter to the extent permitted by law.

Article 5: Costs associated with use of the Vehicle

During the rental period, all costs associated with use of the Vehicle, including fuel, cleaning and parking costs, are payable by the Renter. Any fines, additional assessments and other costs arising from use of the Vehicle during the rental period are also payable by the Renter. If the Vehicle is not made available for collection with a full fuel tank, a service charge of USD 25 will be charged for refuelling the Vehicle. The fuel costs will be charged separately to the Renter at the rates applicable at that time.

Article 6: Driver requirements

1. When entering into the Rental Agreement, the person or persons who will drive the Vehicle must be specified. Each Driver must hold a valid driving licence. The driving licence must be presented when the Driver or Drivers are registered.

2. If a Driver has held a valid driving licence for less than three years, a clearly legible copy of the driving licence must be provided to the Lessor before the start of the rental period. The fact that a Driver has held a driving licence for less than three years does not automatically preclude that person from renting or driving the Vehicle. However, the Lessor reserves the right, on the basis of the driving licence provided in advance, to impose additional conditions or refuse to accept the Driver concerned.

3. The Renter must ensure that all Drivers have the legal authority and the physical and mental fitness required to drive the Vehicle safely and responsibly.

Article 7: Use of the Vehicle

1. The Renter must take proper care of the Vehicle and use it solely for its intended purpose.

2. The Renter must return the Vehicle to the Lessor in its original condition or have it ready for collection by the Lessor at the agreed place and time, except for normal wear and tear resulting from careful and ordinary use.

3. Only persons designated as Drivers in the Rental Agreement, who may also be the Renter, may drive the Vehicle. The Renter may not make the Vehicle available to any person who is not designated as a Driver in the Rental Agreement.

4. The Renter must use only fuel suitable for the Vehicle.

5. The Renter and/or Driver is not permitted to:

- **a.** use the Vehicle for street racing, speed trials or other competitions;
- **b.** use the Vehicle on roads or terrain for which the Vehicle is unsuitable;
- **c.** drive the Vehicle while under the influence of alcohol, drugs, medication or other substances that may impair driving ability;
- **d.** use a mobile telephone, smartphone or other mobile electronic device while driving, other than hands-free.

If the Renter or Driver is found to have acted in breach of this paragraph, the Renter is legally and financially responsible for all damage to the Vehicle, damage to third parties and any consequential loss, irrespective of any excess or additional coverage agreed in the Rental Agreement.

6. In the event of a collision, accident, damage or any other occurrence that may result in loss or damage, the Renter must:

a. notify the Lessor immediately by telephone;

b. follow the Lessor's instructions fully and without delay;

c. provide the Lessor or its insurer, both upon request and on the Renter's own initiative, with all information and documents relating to the occurrence;

d. not leave the Vehicle unattended without adequately protecting it against further damage, theft or loss;

e. in every case of damage, collision or other occurrence in which damage to the Vehicle or to third parties has occurred or may have occurred, contact Road Assistance / CRS without delay so that the circumstances can be recorded and a damage report or claim form can be prepared;

f. in every case of damage, collision or other occurrence in which damage to the Vehicle or to third parties has occurred or may have occurred, contact the police immediately and request the police to prepare an official report of the occurrence and administer an independent alcohol and/or drug test to the Driver;

g. cooperate fully with every inspection, test, statement, assessment of damage or investigation conducted by Road Assistance / CRS, the police, the Lessor and/or the insurer;

h. not continue driving the Vehicle without the Lessor's prior express consent where damage to the Vehicle has occurred or may reasonably have occurred.

7. If the Renter or Driver fails to comply with the obligations set out in paragraph 6, the Renter may not invoke against the Lessor any limitation of liability, additional coverage or agreed maximum excess. In that event, the Renter is fully liable for all direct and indirect loss or damage resulting from the occurrence and from the failure to comply with those obligations.

Article 8: Insurance

1. The Lessor's Vehicles are insured in accordance with the BES Motor Vehicle Liability Insurance Act (Wet aansprakelijkheidsverzekering motorrijtuigen BES).

2. The type of insurance applicable to the rented Vehicle, the extent of coverage and any excess are stated in the Rental Agreement.

3. The insurance and any additional coverage apply only if the Renter and Driver fully comply with all obligations under the Rental Agreement, these General Terms and Conditions and the applicable insurance terms and conditions.

4. The insurance does not necessarily cover all loss, damage or costs. Loss, damage or costs excluded under the Rental Agreement, these General Terms and Conditions or the applicable insurance terms and conditions are payable by the Renter.

Article 9: Renter's liability for damage

1. If the parties have not prepared a damage report for the Vehicle, the Renter is deemed to have received the Vehicle in an undamaged condition.

2. The Renter is liable for all loss or damage suffered by the Lessor as a result of any occurrence during the rental period or otherwise connected with the rental or use of the Vehicle. If an excess has been agreed in the Rental Agreement, the Renter's liability for damage is limited per incident to the amount of the agreed excess, unless:

a. the damage occurred during or as a result of an act or omission in breach of Article 7 paragraph 5;

b. the damage occurred with the Renter's consent, or as a result of wilful misconduct, recklessness or gross negligence by the Renter or Driver;

c. the Vehicle was rented, lent or otherwise made available to a third party without the Lessor's prior written consent;

d. the damage occurred while the Vehicle was being driven by a person not designated as a Driver in the Rental Agreement;

e. the damage arose from the loss of the Vehicle and/or from the failure to return all keys, remote controls or other operating devices belonging to the Vehicle to the Lessor;

f. the damage resulted from or was connected with the transport, storage, loading or unloading of hazardous, explosive, flammable, oxidising or toxic substances;

g. the Renter or Driver failed, or failed adequately, to comply with the obligations set out in Article 7 paragraph 6;

h. the damage was not reported immediately to the Lessor, Road Assistance / CRS and the police, insofar as such reporting is required under Article 7.

Damage to tyres

3. Damage to a tyre caused by continuing to drive with a flat, damaged or insufficiently inflated tyre is payable in full by the Renter. In that event, all costs of repair, replacement and recovery, as well as any consequential damage to, among other things, the wheel rim, suspension, steering system, bodywork or other parts of the Vehicle, are payable in full by the Renter.

4. Damage to a tyre resulting from:

a. driving through or against a pothole;

b. striking a kerb, stone, obstacle or other object;

c. the Vehicle leaving the road;

d. driving on unpaved terrain or terrain for which the Vehicle is unsuitable; or

e. any other external event occurring during use of the Vehicle,

is payable in full by the Renter. The related costs of recovery, repair and replacement, as well as any damage to the wheel rim, suspension, steering system, bodywork and other parts of the Vehicle, are also payable by the Renter.

5. The costs of repairing or replacing a tyre that are demonstrably and exclusively the result of normal wear and tear during careful and ordinary use of the Vehicle are payable by the Lessor.

Continuing to drive after a collision

6. If the Renter or Driver continues driving the Vehicle after a collision, accident or other occurrence in which damage to the Vehicle has occurred or may reasonably have occurred, without the Lessor's prior express consent, the Renter forfeits, as against the Lessor, all rights to:

a. application of the agreed maximum excess;

b. limitation of liability;

c. additional coverage;

d. reliance on the protection of insurance taken out by the Lessor, insofar as permitted by law and the applicable insurance terms and conditions.

In that event, the Renter is fully liable for all direct and indirect loss or damage, including damage to the Vehicle, damage to third parties, consequential loss, towing and recovery costs, expert fees, repair costs and loss resulting from the Vehicle being temporarily unavailable for rental.

7. Paragraph 6 also applies if the Renter or Driver continues driving after a collision or accident:

a. without contacting Road Assistance / CRS;

b. without contacting the police;

c. without having the Vehicle inspected;

d. contrary to an instruction from the Lessor, Road Assistance / CRS or the police; or

e. where it is or ought reasonably to be clear that continuing to drive may cause additional damage or endanger road safety.

8. If an insurer makes a payment to the Lessor or a third party under insurance taken out by the Lessor, this does not affect the Renter's liability to the extent that the loss, costs or liability are not covered by the insurance or are to remain payable by the Renter.

9. If the insurer refuses coverage or recovers all or part of an amount paid from the Lessor as a result of an act or omission by the Renter or Driver, the Renter must compensate the Lessor for all resulting loss and costs.

Article 10: Defects in the Vehicle and the Lessor's liability

1. A deficiency in the Vehicle that is unrelated to insufficient or careless maintenance does not automatically constitute a defect between the parties.

2. The Lessor is required to remedy a defect only if the Lessor knew or ought to have known of the defect when the Rental Agreement was entered into, repair is reasonably possible and repair does not require expenditure that cannot reasonably be expected of the Lessor in the circumstances.

3. The Renter must report a defect or technical malfunction to the Lessor immediately after discovery and follow the Lessor's instructions. The Renter may not have repairs carried out on the Vehicle without the Lessor's prior consent, except in an urgent emergency in which consent cannot reasonably be awaited.

4. The Renter is entitled to a reasonable reduction of the rental price only if the Lessor knew or ought to have known of the defect when the Rental Agreement was entered into, or if the defect is demonstrably the result of insufficient or careless maintenance by the Lessor.

5. The Lessor is not liable for loss of or damage to personal property left in or near the Vehicle by the Renter, Driver or any other occupant, except in the event of wilful misconduct or gross negligence by the Lessor.

Article 11: Governing law

1. The Rental Agreement and these General Terms and Conditions are governed by the law of the BES islands.

2. Disputes arising from or in connection with the Rental Agreement or these General Terms and Conditions shall be submitted to the court having jurisdiction under the applicable law.

Company details

Royal Car Rental Bonaire

Kaya L.D. Gerharts 9

Kralendijk, Bonaire

Telephone Netherlands: +31 88 050 1810

Telephone Bonaire: +599 701 7077

Email: info@royalcarrentalbonaire.com

Website: www.royalcarrentalbonaire.com

CRIB number: 310029491

Chamber of Commerce number: 13594

Bank: MCB Bank (Bonaire) N.V.

Account number: 42204603

SWIFT/BIC code: MCBKBQBN