

## **Terms and Conditions**

These terms & conditions, together with our website terms & conditions of use, privacy policy and security policy, constitute our agreement with you, the renter, for the services we provide in arranging for the supply of car hire. Together, these are referred to as 'our terms or/and conditions'. These terms shall apply to all contracts for the provision of our services to the exclusion of all other terms & conditions. No conduct by Emma Rentals shall be deemed to constitute acceptance of any other terms. Acceptance of the services or signature on any agreement shall be deemed conclusive evidence of your acceptance of these terms. We may change the terms from time to time and you, the renter, are advised to check the website to consider any changes to the terms which apply to you. Your hire of any car is subject to the terms & conditions of car hire imposed by Emma Rentals and to the corresponding laws of Curacao or other country if you have a vessel from Emma Rentals. You will be provided with a vehicle by us either directly or as agent. The capacity in which we act depends on ourselves or our relationship with another car hire company. These terms apply to any booking that you, the renter, make with us on or through this website, so you should make sure that you are aware of their contents. Both our terms & conditions and those of the car hire companies we work with contain some exclusions and limitations of liability. Your booking on this website is conditional on you, the renter, accepting our terms. If you, the renter, do not agree with any part of them, you must not proceed with your booking. By confirming that you wish to book a car through this website or personal contact via phone, e-mail or WhatsApp, you, the renter, indicate that you have read and understood and accept the relevant terms. If there is any part that you, the renter, do not fully understand, or if you have a query about the car hire, lease or any other product, contact us before you proceed.

### **Confirming your booking and taking payment**

In most cases, we will confirm your booking as fast as possible. But sometimes, we need to wait to confirm that a car is available. We will tell you straight away if this happens. Payment will be taken at delivery with our mobile swipe machine. Note that Creditcards will be charged with an extra 5% due to bank costs. Bank/Debit cards are accepted without extra costs. Make sure your bank card is authorized for use on Curacao. The exchange rate from USD to NAF is according the guidance of curacao.com at 1,- USD to 1,75 NAF.

When you book a car or other product on our site, we will email you to confirm its availability within 48 hours of booking, we will then send you a booking confirmation. You will not have a contract/rental agreement until we have confirmed your booking. Even if someone else is paying, the contract will be with the person who made the booking, and we will send all correspondence to the address they provide. For the avoidance of doubt, nothing in these terms shall entitle any third party to any benefit or rights pursuant to the Contracts.

### **Accuracy of Information**

Although we strive to ensure the accuracy of the information on this website, neither we nor our affiliates, suppliers or agents can be held responsible by you for the accuracy of such information. It is solely your responsibility to evaluate the accuracy, completeness and usefulness of all information provided on this website.

**We will not be held responsible for anyone driving under the influence of alcohol/drugs, causing willful damage, driving off-road or driving without due care and attention. Also, all damages caused to the vehicle, to a property or the vehicle itself, not on the public roads is at own costs. You, the renter, will accept full responsibility in respect of such claims. This list is not exhaustive.**

### **What is included / excluded in the price?**

#### **Collision Damage Waiver (CDW) included**

Collision Damage Waiver reduces the renter's liability from the total cost of the damage to an excess amount, where applicable, unless the renter intentionally causes the damage, is under the influence of alcohol or drugs, or uses the car in a prohibited or negligent way – such as driving off main roads or hiring to other parties. CDW covers liability for damage to the car or its parts. Windscreens, tyres, undercarriage, replacement locks, replacement keys and towing charges are not covered under the CDW policy. There will always be an amount charged of euro 350,- per incident or euro 100,-, depending on the taken option.

#### **Theft Protection (TP) included**

Theft Protection reduces the renter's liability in the event of theft or damage caused due to theft or attempted theft of the car to an excess amount, where applicable. Negligence connected with the theft of/damage to the car may lead to requiring the full amount for the cost of the car. You as a renter are at all times responsible for correct closure and opening of the car. You are also responsible for all key handling when you hire the car. Failure to act as a responsible renter can cause full responsibility in case of damage, theft. Even though Emma Rentals takes electronic counter measures in protecting her vehicles and finding them back after theft, you should always be a good renter, taking care of your responsibilities. In the case of theft the renter has the obligation to file a police report immediately without any hesitation within 12 hours.

### **IMPORTANT NOTE**

For peace of mind, we strongly recommend that you, the renter, familiarize yourself fully with the extent of the cover provided with any rental and, where necessary, take out additional cover in respect of your spouse and any children or close relatives who will be accompanying you in the car.

#### **In addition Emma Rentals will cover for you:**

- 'immobilisation' charges (for loss of revenue while the car is being repaired and cannot be rented out)
- roadside assistance charges resulting from a breakdown or accident with permission for this assistance by Emma Rentals. Emma Rentals has its own roadside assistance.

#### **Emma Rentals will charge you for**

- locking yourself out of the rental car or losing its key(s) or water damage to the keys.

#### **Emma Rentals will not cover**

- repairs and roadside assistance not approved by Emma Rentals
- cleaning charges or damage to the car's interior (unless caused by a collision)

- damage to / loss or damage of child seats, GPS devices or other “extra” equipment and tools
- costs incurred under circumstances that break the terms of the rental agreement (such as dangerous, careless or negligent driving, refueling errors, or driving under the influence of drugs or alcohol).
- tire punctures caused by debris or spikes from bushes driven over
- damage to the car after burglary, when items are left behind in the car
- damage to negligent driving or parking

### **Deductible / Own Risk**

There will always be an “own risk” deductible of euro 350,- per incident.

This can be reduced to 100,- euro as an option.

### **Smoking**

Emma Rentals has a strict NO SMOKING policy. When the rental agent detects by smell or left cigarettes that the vehicle smells like smoke, a cleaning fee needs to be paid of 250,- Naf.

### **Fuel**

Emma Rentals has a level-level fuel policy, meaning you will return the vehicle with the same amount of fuel as you have received it. Even a bit below this level will result in an extra cost of 25,- Guilders minimum. Check our website for the fuel plans.

### **Fuel Plan**

Emma Rentals offers a Fuel Plan in which you pay for one full tank and can return the vehicle with an empty tank, in which case, there may be no refund for unused fuel. Emma Rentals will charge you for one full tank at no extra costs and at the same price (or a bit below) the daily gas price at the gas station.

### **Diving & transporting diving equipment.**

Salt water is terrible for cars. When you want to use the vehicle to go to dive sites or transport dive equipment, ask for the vehicles that are designated for this. We do not allow this usage for all our vehicles. If you do so without our consent; your rental agreement will be ended immediately, and no refund of the existing period is given.

### **Clean and care**

You as a renter are asked to make use of the vehicle as it was your own. This also includes washing exterior and interior in the long term rentals/lease. (> 1 month)

We recommend BOB’s Carwash VIP on Zeelandia, Willemstad. Or LOPEZ Carwash in Mahaai, behind Grand Café Mahaai.

### **Out-of-Hours Service**

Emma Rentals has normal office hours between 08:00h and 18:00h but is almost 24/7 available on the number you will receive when you rent or lease a car.

**+5999 6704207 or +5999 6907710**

### **Minimum / Maximum Age Limitations**

Due to young drivers causing lots of accidents on Curacao, the minimum hiring age is 23 years. Only registered younger drivers with Emma Rentals are insured.

### **Minimal Period of Rent**

Emma Rentals has a minimum period of 4 days minimal rent.

### **Additional Drivers**

One extra driver is allowed per vehicle rent. More will be charged with a fee per day.

### **Daily Rate Calculations / Periods of Hire / Period of Hire Extensions**

The price of your car hire will be confirmed at time of booking and calculated on the basis of 24-hour a day unit. If you, the renter, wish to extend the period of hire after picking the car up, or if you drop the car off later than agreed, please contact Emma Rentals for a quote.

### **Late Pick-ups / Early Drop-offs**

Your rental starts and finishes according to the delivery and return-pick-up dates and times. Unfortunately, we are unable to provide refunds for unused time if a car is picked up late or dropped off early. If something extraordinary has happened, it is essential you contact us as soon as possible and we will look into your case.

### **Child Seats & Special Requests**

Child seats, seat raisers, coolers/jugs and other 'extra' items are available free or for a fee on request, although they cannot be guaranteed. Please make your request clear as early as possible.

### **Deliveries & Collections**

We will deliver your car to / collect it from a specified address in the Willemstad Area. We do not deliver or pick up on the airport. If you stay at an address in Banda Bou, starting at "Grote Berg" area from Willemstad, a delivery fee will be added to your invoice. Make sure where you are staying. Pick up of your car at our office location is also possible in certain cases, contact us if that might be an option for you.

### **Driving Areas**

You are permitted to use all roads accessible to the main public, this includes FLAT dirt roads to beaches.

**You are not allowed to go on:** Hato Vlakte, San Pedro, Shut Area, Koraal Tabac, West Punt-off road tracks, Sint Joris Bay further than the Kite Beach, Sint Joris Bay, another path than the one that leading to the windsurf spot. You are responsible for knowing where you drive. This is all to preserve the car. No 4x4 use is allowed, no heavy terrain use allowed. No towing of other vehicles. If you are driving in one of these locations (not by accident) a fee will be charged. If you have any doubt, contact us. Your rental contract might be withdrawn and ended when you use the vehicle off road.

Why these limits? Simply because the wear and tear is too big in this to offer cars for these prices.

### **VERY IMPORTANT TIPS:**

- **Traffic coming from the right does not have right of way**
- **A roundabout has different versions, some have right of way, others not**
- **Getting gas at the gas station: park your car, remember the number, go to the window, ask for gas at your pump, leave money, gas up, get change and receipt afterwards**
- **Never leave items in the car**
- **Maximum Speed 60 KM/h accept for the ringroad and road to WestPoint: 80 km/h**
- **Rain: roads are very slippery, slow down!**

### **The hirer shall ensure that:**

- a) all reasonable care is taken when driving and parking the vehicle;
- b) the coolant in the vehicle's radiator and battery fluid is maintained at the proper level;
- c) the oil in the vehicle is maintained at the proper level;
- d) only the fuel type specified for the vehicle will be used;
- e) the tires are maintained at their proper pressure;
- f) the vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
- g) the distance recorder or speedometer are not interfered with;
- h) no part of the engine, transmission, braking or suspension systems are interfered with;
- i) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the hirer will stop driving and advise Emma Rentals immediately;
- j) all drivers authorized to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- k) any authorized driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any enforcement officer.

The owner has the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Rental Agreement or otherwise.

### **Documentation of the Vehicle**

In the vehicle all papers will be available for you and law enforcement in a plastic cover, holding all essentials. Read these papers before you use your vehicle.

### **Driving License**

Every driver must have a full, valid driving license they have held for at least 1 year. Expired or provisional licenses will not be accepted.

When booking the car, we must be advised of any endorsements / points on a driving license; we reserve the right to refuse the booking on this basis. When picking up the car, every driver must present their license. They must also keep their driving license with them at all times throughout the rental, for perusal by local authorities.

Please note that an International Driving Permit (often referred to as an International Driving License) does not replace the requirement for a regular driving license: a full driving license in

the main driver's name will still be required in order to rent the car.  
All drivers must read the terms and conditions.

### **Important Information Regarding Exchange Rates**

Due to the fluctuation of exchange rates, please be aware that the amount charged will be in guilders as this is the local currency

### **Car Capacity & Car Class**

All cars are insured for a maximum number of passengers. We cannot accept liability for the car being unsuitable for all passengers.

We are unable to guarantee a particular make or model of car but we do try to give you the one you requested. The car mentioned in your reservation is for guidance and we may instead provide a different car which is deemed to be similar or superior. Emma Rentals will always strive to give you the best there is for your needs.

If you are transporting more passengers than the vehicle has seating for or, by example, are transporting people in the cargo area, Emma Rentals has the right to immediately end your agreement for this reason.

Emma Rentals Vehicles might have a decal/sticker on it from Emma Rentals or another company.

### **Provision of Cars**

We reserve the right to refuse a car to any person who is considered unfit to drive or does not meet eligibility requirements. We will not be liable for the completion of travel arrangements, nor for any refund, compensation or any other costs you, the renter, may have to pay in such a case.

### **Force Majeure**

As Curacao is an island and has limited availability in spare parts and service it might be possible a vehicle in your class is not available. Emma Rentals will do all in its power to get replacement. For some unique cars there are just no replacement vehicles on the island.

In that case Emma Rentals has the right to cancel your reservation. If your contract has already started, you will receive a refund for the days not used.

### **Complaints**

If you, the renter, are dissatisfied in any way with your rental, please report this to us as soon as feasible. It is difficult for us to assess any claim regarding your rental if this action is not taken at the time. If you, the renter, wish to make a complaint, please ensure you contact us within 2 weeks after your rental period.

### **Mechanical Difficulties / Accidents**

#### **Accident**

**First, make sure you are safe!**

In the case of breakdown or mechanical difficulties, you, the renter, must call Emma Rentals immediately. If you, the renter, are involved in an accident, **DO NOT MOVE THE VEHICLE!** Leave it where it is, reconstruction costs of 450,- Naf will be charged to you as renter if you move a vehicle after an accident. Curacao Road Service and Emma Rentals must be contacted immediately! Keep copies of all relevant documentation you are asked to complete. (take pictures)

Always contact us as right away, this is mandatory, on:

**+5999 6704207 or +5999 6907710**

We accept no responsibility for and shall not be liable in respect of any loss, damage, alterations, delays or changes arising from civil strife, industrial disputes including air traffic control disputes, terrorist activity, natural or nuclear disaster, fire, storms, hurricanes or adverse weather conditions, unavoidable technical problems with transport, closure or congestion of airports or ferry ports, cancellation of scheduled flights or financial failure of airlines.

**Flat Tire**

This you can solve yourself. Contact us for information (mandatory). Every car is equipped with a spare tire, jack and tools to enable you to change the tire. Make sure you know how this works. Always contact Emma Rentals when this occurs. If you need assistance to change a flat tire you can either get insurance to cover that or we will charge you for the service provided.

**Battery empty**

Contact us to get advice on jumpstarting your vehicle.

**Military terrain / Military Bases / Military Airport / Military Vehicles**

In case of an incident on these terrains or with a Military vehicle, always contact the Koninklijke Marechaussee, ask for military police assistance.

**Website Conditions of Use**

It is prohibited for anyone to use any device or software program to directly or indirectly interface, or attempt to interface, with this website to retrieve content and/or any other data, including prices. It is also prohibited to interfere, or attempt to interfere, with the normal working of this website; any activity that we consider places undue load or stress on our systems will be terminated. We constantly monitor everyone accessing our website, and the activities of any automated systems or persons conducting an unreasonable amount of searches, with the aim of accessing information and/or prices, will be terminated and those systems/persons blocked from our websites. Your use of the website indicates your agreement to be bound by these Conditions of Use.

**Data Protection**

Your privacy is important to us. By using this site you accept the terms and consent to (i) use of your personal information by Emma Rentals and its service providers to provide our services to you and (ii) use by Emma Rentals and its connected companies.

