



## **General terms and conditions Kasbergen Rentals**

These general terms and conditions relate to the rental of cars by Kasbergen Rentals and apply to every booking you make with us directly or via the website [www.kasbergenrentals.com](http://www.kasbergenrentals.com).

### **1. Definitions**

Owner

Kasbergen Rentals, registered under Chamber of Commerce 92771319, represented by Mr. T. Kasbergen.

Tenant

The person who has made a booking for the car rental of one of the cars from Kasbergen Rentals.

### **2. Duration of the agreement**

The duration of the agreement is determined by the number of days for which the tenant has made the reservation.

The minimum rental period is three days.

### **3. Termination of the agreement**

The agreement may be terminated by the owner at any time if the tenant does not meet the (legal) requirements. This means:

- The driver must be in possession of a valid driver's license;
- The driver must be at least 18 years old;
- The tenant must have paid the amount of the car rental and the deposit in advance or should pay it on site;
- The tenant must handle the vehicle responsibly, as described under point 10.

### **4. Rental price and deposit**

The price of the rental car depends on the type of car and the duration of the agreement. The price of the rental car is determined by the rental company and is clearly stated on the website.

Once the reservation for the rental of a car has been confirmed by Kasbergen Rentals, the tenant is obliged to pay the amount due in full prior to the rental period.

When the car is delivered to the tenant, the tenant must pay a deposit obliged. The deposit is €450,- and can be paid in cash or by bank transfer.

The deposit is intended to guarantee the deductible.



The deposit will be refunded by the lessor within 14 days after the end of the agreement, provided the car is in the same condition as upon delivery.

## **5. Insurance**

The car is third party insured. There is a deductible for the tenant of €450. This deductible applies if the insurance does not cover the damage and/or the damage is caused by the tenant's fault.

The deductible is collected in the form of a deposit (see point 4).

The deductible can be purchased for €15 per day. The waiver of the deductible will lapse if you do not comply with one or more of our rental conditions.

If the deductible has been bought off, the payment obligation of the deposit will lapse.

## **6. Damage and theft**

The tenant declares to have received the vehicle without visible defects and/or damage, except for any damage included in the delivery report.

When the car is delivered to the tenant, the current condition of the car will be recorded by the tenant and the owner.

The tenant will receive a replacement car if the rental car becomes unusable as a result of a defect and/or damage and this defect/damage is not attributable to the tenant. In all other cases where the car has become unusable, the tenant is not entitled to a replacement car.

Damage to the engine and bodywork caused by driving on unpaved terrain, by ignoring warning lights on the dashboard or by topping up the wrong fluids (oil, fuel, etc.) is entirely at the expense of the tenant.

In all cases, the tenant must have a flat tire repaired at his or her own expense.

If the damage occurred during the use of the vehicle by an unregistered driver, the main driver is liable for all costs related to the damage caused.

Damage to the car due to burglary is entirely the responsibility of the tenant.

Burglary is defined as: theft of the car, parts or accessories of the car and belongings of the tenant that were present in the car at the time of the burglary.

Damage/glass damage to the car as a result of the burglary and the loss of rental days due to repairs will be deducted from the deposit.



The deposit remains under the management of Kasbergen Rentals until the damage has been fully settled.

## **7. Accident or breakdown**

In the event of a defect in the vehicle/interior and/or damage to or caused by the rented vehicle, the tenant is obliged to immediately inform the lessor.

In the event of a breakdown, the tenant must call roadside assistance themselves. (+5999 465 0896). Roadside assistance does not visit unpaved and difficult-to-reach terrain; In these cases, the tenant must pay any towing and repair costs himself.

In the event of an accident / collision, the tenant is obliged:

- DO NOT move the vehicle:
- To inform Kasbergen Rentals;
- Call 'Forensys Curacao', number +5999 767 1610;
- And if necessary, notify the traffic police (telephone 911)

The tenant then follows instructions from the various authorities and Kasbergen Rentals.

## **8. Returns**

The car must be returned in the same condition, i.e. including accessories, spare tire and tools, clean, with the same fuel content and without visible damage. The condition of the car is compared with the condition as included in the delivery report.

If the car is returned in such a dirty condition (inside and outside), an amount of €25 will be deducted from the deposit.

If the tenant returns the car later than the agreed end date, the tenant will pay €50 for each subsequent day.

If the tenant returns the car earlier than the agreed end date, there is no right to a refund,

## **9. Cancellation**

The tenant can cancel the agreement up to 14 days before the arrival date.

If you cancel up to 14 days before the arrival date, a refund of 50% of the total rental amount will be made.

If cancellation is made later than 14 days before the arrival date, no refund will be given.

The cancellation period expires if you have chosen the cancellation option on the website and it has been paid.

In that case, 100% of the rental amount of the car and the purchased deductible will be refunded in the event of cancellation.



## 10. Other provisions

During the time that the tenant has the vehicle, costs associated with the use of the vehicle, such as fuel, parking costs, washing, etc., will be borne by the tenant.

It is prohibited to drive under the influence of drink, drugs, medication or laughing gas.

It is forbidden to smoke in the car.

It is prohibited to drive the car off-road unless the car is suitable for this and this is included in the rental agreement.

It is prohibited to use the vehicle for the transport of passengers or goods for compensation for a purpose contrary to the law (such as theft, smuggling, etc.)

It is prohibited to use the vehicle for giving driving lessons, competitions or rallies or for pushing or towing another vehicle and/or trailer.

The car must be driven in accordance with the applicable regulations of the country. Damage or costs resulting from reckless driving and/or speeding will be borne by the tenant.

The car may only be driven by the tenant, unless Kasbergen Rentals has noted the driver's license details of the co-driver(s) and has given permission to do so.

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