



GENERAL RENTAL CONDITIONS

IN CASE OF ACCIDENT

DUTCH SINT-MAARTEN

+ 1 (721) 542 2222 OR 911

Sign the accident report located inside your car

Take Pictures

Contact Hertz to inform

FRENCH SIDE

+590 690 52 21 90

Remplir et signer le constat

Localise votre voiture

Prendre des photos Contacter hertz

Duration of the Agreement, return of the vehicle including documentation and accessories

1.1. The Agreement is concluded for the (fixed) duration and at the rate as further indicated in the lease agreement (the 'Agreement'), except for any extension:

- expressly granted by Lessor;
- or arising from the failure to return all documentation, equipment and accessories supplied by Lessor together with the vehicle, in which case the Agreement shall be extended until Lessee has produced official documentation of loss, which costs are for the account of Lessee;
- in the event that the vehicle is not timely returned to Lessor, in which case Lessor may recover the vehicle at any location, which costs shall also be for the account of Lessee.
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1.2. The Agreement, including any extension thereon, is for the minimum period of 24 hours, with a deductible of 59 minutes. In case the vehicle is returned after the deductible of 59 minutes, the Agreement shall be deemed to be extended for an additional 24 hours, unless Lessee can prove that the lease period was exceeded as a consequence of force majeure.

1.3. Except with the express permission of Lessor, the vehicle may only be returned during Lessor's opening hours. The keys may only be remitted to the personnel of Lessor, whom can be recognized by their company uniform.

1.4. Lessee undertakes to return the vehicle with all documentation, equipment and accessories, including the keys of the vehicle which Lessee has received, in the same condition, at the location and within the lease period as stipulated in the Agreement, except in case of an extension thereof or return of the vehicle at an alternative location and/or with a third party as expressly indicated and accepted by Lessor.

1.5. Lessee shall return the vehicle with a full tank. In the other case, Lessor will fill the tank and charge the costs hereof to Lessee + service charge.

2. Cancellation

This Agreement cannot be cancelled, unless expressly agreed by the parties in writing.

3. Condition, use, maintenance, repairs

3.1 Lessor declares and Lessee acknowledges that the vehicle is in good working condition and without any apparent defects. The vehicle is duly insured by Lessor.

3.2. Only the person(s) expressly indicated in the Agreement - whether or not as (co-) lessees - is/ are allowed to drive the vehicle. Lessee is not permitted to make the vehicle available to any person not mentioned as a driver in the Agreement.

3.3. Lessee may not sublease the vehicle or make it available in any way to another, except with the express written permission of Lessor. Lessee shall furthermore not bind Lessor for third parties or make it appear that way.

3.4. Lessee may not use the vehicle:

- to transport persons or goods for hire;
- to push or tow other vehicles, trailers or other objects (except in the case of trucks and light vans that are especially equipped for this purpose);
- for any testing, motor race, car rally competition or car rally reconnaissance;
- under the influence of alcohol or under influence of medication that affects the reflexes and the overall capacity for safe driving;
- in violation of any traffic regulation, or any other regulation.

Moreover, Lessee undertakes to:

- use the vehicle exclusively in traffic areas specifically designed for its use;
- only transport goods in conformity with the use for which the vehicle is intended and not load materials, likely to damage the vehicle, such as flammable and /or explosive materials;

3.5. Furthermore, in the event of any occurrence from which damage may arise, Lessee must:

- notify the police authorities immediately in the case of injury to persons;
- complete legibly, even if there is only material damage, an accident report form describing the detailed circumstances of the occurrence, if possible signed by the third party. The report must be provided, even in case there is no third party.

3.7. Lessee must impose the obligations and prohibitions of this article on other drivers, passengers and other users of the vehicle and supervise the performance thereof.

3.8. Lessee is the legal guardian of the vehicle and undertakes, when not driving, to lock the doors, activate the alarm, if any, and to place the anti-theft device.

3.9. Lessor is not liable for theft or loss of property of Lessee left in the vehicle.

3.10. Lessee shall keep or make sure that all fluids (a.o. oil, water) and tire pressures are kept at the required levels at all times, and fill the vehicle with the appropriate fuel. Furthermore, Lessee shall keep the vehicle clean. The costs connected with the use of the vehicle, e.g. costs for fuel, cleaning and parking, are for the account of Lessee. Regular maintenance work will be carried out by Lessor.

3.11. In case of accident or mechanical problems related to the normal use of the vehicle, Lessor shall make its best efforts, whether or not by means of a replacement vehicle, to enable Lessee to complete his journey or reach his destination.

3.12. Repairs are solely carried out by Lessor or by a garage designated by Lessor. Lessee must, at the first request of Lessor, submit the vehicle for periodic inspection or check-up.

3.13. Upon failure by Lessee to provide Lessor with with an accident report form as stipulated under 3.6., Lessee shall have forfeited the collision damage waiver (CDW), if any, and shall be liable for the total amount of the repairs on the vehicle. Any statement that contains inaccuracies whether relating to the identity of the driver or the circumstances of the occurrence, may constitute an offense under Article 313 sub 1, Netherlands Antilles Penal Code.

4. Rate and charges, payment

4.1 Lessee shall, at the request of Lessor, pay or reimburse the following amounts to Lessor:

(a) lease charges according to the length of the Agreement;

Should Lessee not fulfill the conditions pertaining to the rate as per Agreement, Lessee shall be invoiced for the period of use of the vehicle in accordance with the applicable rate on said days;

(b) all lease costs in respect of an additional driver, fuel and service for fuel, collision damage waiver, partial excess waiver for theft, attempted theft or vandalism, additional insurance covering accident, medical assistance, luggage, Lessor's airport charge, charges for drivers under 25 and/or all other extra or miscellaneous charges at the rate indicated in the Agreement;

- drop-off fees indicated on the reverse side of the Agreement and/or if the vehicle is not left at the agreed place an indemnity calculated according to the applicable rate at the time of the signing of the Agreement;
- all taxes and duties due on the basis of the lease or the amount invoiced by Lessor as reimbursed for such taxes and duties, including but not limited sales tax

(e) all fines and other costs incurred in relation to any legal action and other costs as to be borne by Lessee for all offenses or violations or traffic infractions committed during the lease period by Lessee or any other user of the vehicle in any capacity whatsoever.

4.2. The total amount of the deductible as stipulated in the Agreement, shall be payable in full to Lessor.

4.3. If Lessee fulfills the conditions for benefitting from the collision damage waiver, the loss damage waiver (LDW) and/or partial waiver for theft, attempted theft or vandalism, depending on the case, he shall not be billed for the excess. Only the amount of the 'Non Waivable Excess', as further specified in the Agreement, shall be deducted.

4.4. Payment must, unless agreed otherwise, take place immediately following expiration of the lease term. Otherwise, Lessee shall be in default by operation of law. As from the date of default, penalty interest at the rate of 1.5% per month is due on the outstanding amount as well as collection costs at the rate of 15% of the outstanding amount for costs, if any, incurred by Lessor for the extrajudicial recovery of the outstanding amounts. In case Lessor opts to commence legal procedures against Lessee, also statutory interest (at the then applicable rate) will be due on the outstanding amount.

5. Loss, theft, damage

5.1. Lessee has received the vehicle in the condition as determined in the description of damage, drawn up between the parties at the signing of this Agreement.

5.2. Lessee is liable for all and any damage of Lessor which has arisen as a consequence of any occurrence involving the vehicle during the lease period or in connection with the lease of the vehicle, including all repair costs as well as the damage as a consequence of the inability of Lessor to lease the vehicle during the periods of repair or replacement.

5.3. The liability of Lessee for theft, vandalism, loss or damage to the vehicle, its equipment or accessories shall be limited, as applicable, to the collision damage deductible or theft deductible indicated in the Agreement, or in case a Non Waivable Excess amount has been agreed, as further specified in the Agreement, and provided that Lessee has accepted the loss damage waiver (LDW) or partial excess waiver for theft, attempted theft or vandalism (TP) by indicating his acceptance of same on the first page hereof, to the amount of said Non Waivable Excess, unless:

- the damage has arisen as a consequence of acts or failures to act by Lessee in accordance with article 3;
- the damage has arisen with the approval of, or through an intentional act or omission or gross negligence by Lessee.
- the damage constitutes third party damage as a consequence of any harm through or with the vehicle, which damage is not covered by the third party liability insurance concluded for the vehicle, due to the fact that any stipulation in the insurance policy has been transgressed.
- the damage has arisen through loss of the vehicle and/or its keys or the operation of the alarm system, if any, and/or documents relating to the vehicle which have not been returned to Lessor;
- the damage is a consequence of the realization of the danger connected with the transport, storage, loading and unloading of dangerous, explosive, flammable, oxidizable or poisonous substances;
- an error constituting a serious infringement of traffic rules or an offense in relation to driving, parking or general use of the vehicle;
- the damage constitutes damage to the bottom of the vehicle; if the vehicle is a van, Lessee remains liable for all damages caused to the roof or any other prominent part of the vehicle and relating to poor assessment of the size of the vehicle, even if Lessee has signed for the collision damage waiver.
- When making a false statement or making no statement following an occurrence / accident or the theft or attempted theft of or from the vehicle;

5.4. Payments made to Lessor or third parties pursuant to the concluded insurance(s) relating to the vehicle has no effect on Lessee's liability and payment obligation Lessor

5.5. The non waivable excess will be reimbursed to Lessee in the event that the liability of an identified third party is clearly established and Lessor's insurer is of the opinion that Lessee is not at all responsible for the occurrence of the damages.

5.6. Lessee is liable for behaviour and negligence of the driver, the passengers and other users of the vehicle, even if they do not have the consent of Lessee.

5.7. In the event of a natural disaster which constitutes an act of God, Lessee shall not be charged for the damage to the vehicle.

6. Defects to the vehicle and liability of Lessor

6.1. Lessor is solely obliged to remedy defects if he knew or should have known about these defects at the signing of the Agreement, if this is possible within reason and if this does not require spending that cannot reasonably be requested of Lessor in the given circumstances.

6.2. Lessor is solely liable for damages as a consequence of defects if he, at the signing of the Agreement, knew or should have known of these defects.

7. Reporting of accidents and theft / loss of the vehicle

7.1. All accidents must be reported to Lessor within 24 hours as well as any involvement of the police authorities following an accident.

7.2. In case of loss of (control over) the vehicle, Lessee should immediately inform Lessor thereof.

7.3. In case of theft of the vehicle or its equipment, accessories or vandalism, an official statement of theft and/or vandalism must be drafted to the police authorities and the keys and documentation relating to the vehicle must be returned to Lessor.

7.4. Only the persons who are a party to the Agreement and/or authorized drivers named therein may draft such statement.

7.5. Failure to comply with the abovementioned provisions will render the loss damage waiver (LDW) and/or partial excess waiver for theft, attempted theft or vandalism not applicable.

8. Special provisions

8.1. The information requested in the Agreement, required in connection with any rental of Lessor's vehicles, are compulsory. If Lessee fails to respond thereto, Lessee's application cannot be accepted. The individual information is entered into compulsory data processing files used by the Hertz Group.

8.2. All sanctions and consequences of measures prescribed by the Island Government, connected with having at one's disposal or using the vehicle, unless connected with a defect already present at the signing of the Agreement, are for the account of Lessee. Should these sanctions and measures be imposed on Lessor, Lessee must indemnify Lessor at Lessor's first request.

Should Lessor, in connection with any action or failure to act of Lessee, such as a traffic infraction, provide authorities with information, Lessee must reimburse the costs thereof to Lessor.

8.3. Lessor is authorized to dissolve this Agreement without notice of default or judicial intervention being required and to once again take possession of the vehicle, without prejudice to his rights to remuneration of costs, damages or interest, if it becomes apparent that during the lease period Lessee is not, or is not in a timely manner or is not fully performing or going to perform his obligations arising from the Agreement, or has been placed under tutelage, has filed for bankruptcy or suspension of payments, if the

vehicle has been attached, or if during the lease period Lessor becomes aware of the existence of circumstances such that, if Lessor would have been aware thereof at the signing of the Agreement, he would have never concluded this Agreement. Lessee shall cooperate in all ways possible to enable Lessor to once again take possession of the vehicle. Lessor is not liable for damage of Lessee as a consequence of the dissolution of this Agreement.

9. Applicable law, competent Court

This Agreement is subject to Netherlands Antilles law. Any and all disputes that may arise herefrom will be heard exclusively by the Court in First Instance of the Netherlands Antilles, with seat in St. Maarten, N.A.