



Chapman St., St.Micheal  
Bridgetown, Barbados

+1(246)827-2001

Name .....

REG #.....

**Hirer's Obligation**

1. The "Hirer" refers to the person by or on behalf of whom this agreement is signed.
- a) "Authorised driver" means the Hirer or an additional driver to the Hirer, or where the Hirer is a company such Drivers as nominated by the company at the time of the commencement of Hiring or an additional driver. As outlined in Clause 4b.
  - b) **The Hirer will ensure that the vehicle is only driven by an Authorised as stipulated below which driver must comply with all the terms and conditions of this Agreement.**
  - c) Hirer agrees not to overload the vehicle or permit the vehicle to be overloaded.
  - d) Hirer agrees not to deface or suffer to be defaced the paint work, body, coach work, upholstery or any interior fixtures or accessories of the vehicle. Hirer agrees not to affix to the exterior or interior of the vehicle any stickers, poster or any similar material used in the promotion of any product or service without prior written consent of the company.

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**Rental Charge:**

2. The vehicle, details of which are enclosed in the first schedule shall be rented for a period and for an amount as outlined in the First schedule. This agreement may be extended by mutual consent and upon payment of the appropriate additional rental and ancillary charges.
- a) The Hirer agrees to promptly pay the rental rate, taxes and other charges payable to the rental company as set out below.
  - b) The minimum rental charge is for a twenty four hour period from the time of hiring.
  - c) Early return of an agreed weekly rental converts the rental charge to the daily rate charge.
  - d) Late charges will apply to any rental returned sixty minutes or more after the assigned rental time.

**Prohibited Use of the vehicle:**

3. Hirer agrees not to use or allow the vehicle to be used for any of the following:

- a) off road or on the beach,
- b) for hire,
- c) driving instruction,
- d) racing,
- e) criminal activity
- f) for towing or pushing anything

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**Driver's Qualifications:**

4. The vehicle shall not be driven by any person other than the Hirer (as long as he qualifies to be an authorised driver) or an authorised driver named at the time of hiring. All drivers must present themselves to a representative of the rental company and complete all necessary insurance documentation prior to driving.
- a) An authorised driver is an individual between the ages of 25 years and 70 years holding a valid Barbados drivers license or Barbados visitor driving permit with a minimum of 2 years driving experience, who does not have a false name, age or address and who is not under the influence of drugs, alcohol or barbiturates. **ALL OTHER DRIVERS ARE UNAUTHORISED.**
  - b) An additional driver not named at the time of hiring may be named as an authorised providing the additional drivers charge is paid and notice of same is given to the company by the Hirer prior to the person driving once the person meets the requirements stated above and is accepted by the company as an authorised driver by the Rental Company.

**Responsibility for Loss or Damage to Vehicle:**

5. A security deposit is required, at the amount specified by the Rental Company, for damages caused to the hired vehicle, the deposit is payable on rental of the vehicle and it shall be refunded to the Hirer should the vehicle be returned in the same condition in which it was received.
- a) Should the Hirer not pay the deposit at the time of rental, he may opt to purchase the Collision Damage Waiver (CDW) plan. This CDW plan still renders the Hirer liable for damages to the vehicle.
  - b) Damage to the vehicle includes all dents, scrapes or scratches to the body of the vehicle and tyres or rims including damage to the spare tyre, spare tyre rims or wheel too; broken or cracked mirrors; damages to the windows or lights; torn or soiled upholstery; damage to the stereo and antenna.
  - c) Should the upholstery be soiled while the vehicle is in the care of the Hirer, the Hirer shall be liable for all valet and repair costs.
  - d) In case of an accident involving an unauthorised driver, the full payment for repairs must be borne by the person whose signature is on the contract. Failure to pay the above-mentioned repairs would result in legal action.

**N.B. CDW does NOT cover damage to tyres or rims, internal accessories or upholstery. Damage to or loss of rims, tyres, accessories or upholstery are the responsibility of the Hirer. CDW is not insurance.**

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**CDW limited to a maximum of \$1500 USD or \$3000 BDS.**

The CDW Plan is rendered Null and Void in the event of the following:

- (a) Use of the vehicle for any of the activities listed above in restrictions of use clause.
- (b) An unauthorised driver driving the vehicle.
- (c) Damage or loss is caused intentionally.
- (d) The loss or damage occurred because driver whether authorised or not was impaired by use of alcohol or drugs.

If the Hirer does or causes to be done anything which makes the CDW plan void, the Hirer shall promptly pay to the Rental Company, the full cost of any and all damages or loss, including loss of use of the vehicle.

- a) Hirer agrees to pay all costs including legal costs associated with all damage to or loss of the vehicle or any part or attachment thereof including loss of use of the vehicle, regardless of fault.
- b) If the Rental Company elects not to repair the vehicle, the Hirer shall promptly pay the full market value (as determined by competent authority, assigned by the Rental Company), before it was damaged, less any monies recovered through salvage.
- c) Where the vehicle develops a fault during the rental period owing to any reason whatsoever, the Hirer undertakes to inform the Rental Company immediately and not use the vehicle while it is in unroadworthy condition.

**Agency:**

6. During the period of rental, the Hirer shall not be deemed to be the agent of the Rental Company for any purpose whatsoever and the Hirer shall assume full responsibility for the vehicle to the public or any regulatory body having jurisdiction.

**Event of Accident:**

7. In the event of an accident of any severity, the Hirer agrees to immediately contact the Police and a representative of The Company on one of the numbers provided in the First Schedule.

**Inspection:**

8. The Rental Company may require the Hirer to bring the vehicle within 24hrs of notice by phone for the inspection by the agents of the Rental Company.

**Liability:**

9. The insurance shall be covered by the following jurisdiction clause. The insurance shall be governed by the laws of Barbados, whose courts shall have exclusive jurisdiction in any dispute, doubt or question arising hereunder, and in the event of action, claim or damage by third party under or by virtue of this insurance, the liability of the insurers to indemnify in such event shall be limited to judgments delivered or obtained in the first instance by a court of competent jurisdiction in Barbados.

**Parking fines and traffic violations:**

10. The Hirer shall promptly pay all parking/traffic violation fines and related costs incurred during the rental period and shall indemnify the Rental Company against such expenses.
- a) If the Rental Company should have to pay such fines, the Hirer shall reimburse the Rental Company within 14 days of Notice of same being sent to the Hirer the total value paid and additionally an administration fee of BDS \$250.00 plus VAT.
  - b) If unpaid after 14 days, the Hirer authorizes the Rental Company to process a charge to their credit card used as security with respect to the rental to cover the full cost of the fine and administration fee.

**Return of Vehicle:**

11. The Hirer shall return the vehicle or leave it to be collected at a pre-arranged location, on the date and time shown in the First Schedule of this agreement or sooner if demanded.
- a) The Hirer shall pay all of our charges, losses and expenses if the vehicle is not returned as arranged.
  - b) The Hirer agrees that the car is in good condition with no apparent defects, except those that may be noted on the diagram attached to this agreement.
  - c) A collection fee of BDS \$250.00 plus VAT will be charged if the vehicle is not left that pre-arranged location.
  - d) If the vehicle is returned other than at the date/time indicated in the First Schedule of this agreement, the rental rate will revert to the daily charge for each day the vehicle is kept over its return/date/time.
  - e) **One full day's rate will be charge for all rentals returned one or more hours late.**

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**Collections:**

12. All charges, fees and expenses including payments for loss or damage to the vehicle are due at the Rental Company's request, and the Hirer assigns to the Rental Company any and all proceeds from coverage under credit card plans or other insurance.

- a) The Hirer agrees to pay a late charge on 1.75% per month on all past due balances, and to pay any and all collection fees.

**Payment of Charges:**

13. The Hirer authorizes the Rental Company to charge the Hirer's credit card for the pre calculated charges upon signing of this agreement, for any charges on the return of the vehicle and for any deductibles, cost of repair or replacement, any parking and or traffic violation fines, related expenses and administration fees.

- a) If the Hirer is overcharged or undercharged, the Rental Company may charge or credit the Hirer's credit card.

**Personal Property:**

14. The Rental Company will not be responsible for the loss of or damage to any property left in or on the vehicle, our premises or service vehicle.

**Rental Company Liability:**

15. The Rental Company accepts no responsibility for delays in consequence of breakdown or other circumstances.

**Termination:**

16. The Rental Company reserves the right to terminate the agreement immediately without notice if it becomes aware of any breach by the customer of any of these Terms and Conditions

**Interpretation:**

17. If any provision of this Rental Agreement shall be held to be invalid, illegal or unenforceable in whole or in part under applicable law such provision or part shall to that extent be deemed not to form a part of this Rental Agreement but the remainder of this Rental Agreement shall continue in full force and effect.

**Applicable Law:**

18. The laws of Barbados shall apply to this agreement and you agree to submit to the jurisdiction of the Barbadian courts with respect to any matters arising under or as a result of this agreement.

The Rental Company reserves the right to refuse any rental.

I declare that all information and particulars provided by me are true and the information is held and processed by you with my consent for the purpose of this transaction and any ancillary services I have purchased from you.

I further confirm that the liability and waivers applicable to this rental are as stated above, full particulars of which have been made known to me.

I understand that I will be responsible for the hire of the vehicle and any other charges which may be incurred as set out in the terms and conditions contained herein.

I hereby agree to hire the above.

Signature of Hirer ..... Date .....