



The terms and conditions set out below form part of the rental agreement (RA) between ALO Car Rental N.V. ("us", "we", "our") and the hirer ("you", "your") to hire the vehicle identified in the RA (Vehicle). Hirer means the person/company named in the RA as the client and any person/company who provides a credit card authority to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions.

1. VEHICLE CONDITION

1.1 Before leaving the rental premises, you must fully inspect the Vehicle to ensure that any panel damage (such as scratches and dents) and Vehicle cleanliness is accurately noted and shown in the vehicle details and conditions report in the RA. If there is any inconsistency, you must notify us, and we must both agree in writing to any changes to the vehicle details and conditions report before you leave the rental premises.

1.2 By taking the Vehicle out of the rental premises, you confirm that you take the Vehicle: in the condition set out in the vehicle details and conditions report; with manufacturer supplied tools, tyres, accessories and equipment, keys and any other items specified on the vehicle details and condition report or in the RA;

2. RETURN OF VEHICLE

2.1 You agree to return the Vehicle to Us:

in the same condition as set out in the vehicle details and conditions report, other than fair wear and tear;

to the return location in the RA (or to a location other than the return location with our permission) by the return date and time in the RA;

with all of the items set out in clause 1.2 in good condition; and with a fuel reading at least equal to the check out fuel reading in the RA unless you have purchased pre paid fuel from us at the commencement of the hire.

2.2 We must be notified and agree to any extension of the period of hire, in advance of the return date. If you fail to return the Vehicle to us by the return date & time, the Vehicle will be immediately reported to the police as having been stolen.

2.3 We may take possession of the Vehicle without prior demand if it is illegally parked or if, in our opinion: it is being used, in contravention of any law or in breach of a material term of this RA; or it has apparently been abandoned.

2.4 You will be responsible for the Vehicle and the hire will continue until we make our final inspection. We will use our best endeavours to make our final inspection within the following periods: if the return location is attended and you return the Vehicle during the hours of operation: at the time you return the Vehicle; if the return location is unattended: on the next day the return location is attended; if the Vehicle is returned outside the hours of operation of a return location: on the next business day; and if the Vehicle is returned to a location other than the return location with our permission: on the day the Vehicle is brought back to the return location.

2.5 We will use reasonable endeavours to confirm the condition of the Vehicle with you within 4 working hours of our final inspection if we do not consider you have returned the Vehicle in the same condition as set out in the vehicle details and conditions report, other than fair wear and tear.

3. USE OF VEHICLE

3.1 You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report any defect to us.

3.2 You agree that the following persons must not drive the Vehicle (unless authorized by us in writing); a person who is not identified under "Client Information" in the RA or in a credit card authority; a person who does not hold a current unrestricted motor vehicle driver's license for the particular class of Vehicle hired; a person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance; a person who has given us or for whom you have given us a false name, age, address or driver's license details; a person, whose driver's license has been cancelled, endorsed or suspended within the last three years; or a person who is under the age of (21) years.

3.3 You agree that the Vehicle must not be used by you or by any authorized driver

(unless authorized by us in writing): on any unsealed road (being a road not sealed with a hard material such as tar, bitumen or concrete) unless the Vehicle is a 4WD in which case it may also be used on graded unsealed roads. No Vehicle (including 4WDs) may be used on off road conditions. Off road conditions include but are not limited to fire trails, beaches, sand, tracks, fields or paddocks; to carry persons for hire or reward, to carry any inflammable, explosive or corrosive materials or to carry any animal or pet, excluding guide dogs; to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle; to carry any greater load, number or persons or for use in a manner or for a purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seat belts (particularly as seat belts must be worn by all occupants of the Vehicle); for racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes; in contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever; (j) in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or if the Vehicle is damaged or unsafe;

3.4 You must keep the Vehicle locked at all times whilst it is unattended and use any additional locking or security device provided.

4. CHARGES

4.1 You agree to pay on demand all of the following charges for the period up until return to or recovery by us of the Vehicle (whether or not charges are detailed in the RA): all charges at the rates described under "Rental Car" in the RA. Daily rates apply to each consecutive 24 hour period commencing from the pick up time; the cost of repair or reinstatement of loss or damage where loss or damage cover offered by us does not apply; where you breach any of your other obligations under this RA (without limiting any other right we have), such sum as is necessary to compensate us for our loss or damage suffered because of your breach, as determined by us; all fines, penalties and other similar charges incurred by you or any other driver of the Vehicle, or any such charges lodged against the Vehicle during your period of hire plus our administration fee per event as set out in the RA; all taxes or duties that may apply, as set out in the RA; (unless you have purchased pre paid fuel at the commencement of the hire) our charge, at the rate per litre specified in the RA, for adding fuel to the Vehicle up to the gasoline quantity return, which will include a service charge; the cost to us of recovering the Vehicle in the circumstances described in Clause 2.3; the replacement cost of any lost keys; where you fail to return any of the items described in Clause 2.1 in good condition, the cost to us of replacing the same.

4.2 Final charges will be determined after a final inspection by our representative which will be made as soon as practicable after return to, or recovery by us of the Vehicle.

5. PAYMENT OF CHARGES

5.1 You hereby irrevocably and unconditionally authorize us to charge to your credit card and/or to charge to your account (as nominated respectively under "Rental Car" in the RA or in the credit card authority) all charges payable by you under the RA, including this clause 5. Such charge will be considered a demand for the purposes of clause 4.

5.2 If we charge your credit card for any charges in excess of the amount set out in the RA, we will promptly notify you of the amount so charged and provide details of the reason for which you have been charged. If you dispute the amount or the reason for which you have been charged, you may contact us. We will promptly deal with any dispute and, if we consider that any amount should be refunded to you, we will promptly credit that amount to your credit card.

5.3 If you fail to make full payment of any charge due to us you agree to pay to Us: interest on all outstanding charges calculated daily at the rate equal to the statutory interest. Interest will be payable from the expiry of 14 days from the date on which you were required to pay the money to the date of payment. Payments received will be credited firstly against any accrued but unpaid interest; and our costs of recovering or attempting to recover from you outstanding charges, including any mercantile agent's costs, and legal costs on a full indemnity basis if we are successful in our legal action against you; and we shall be entitled to list your payment default/s with the authorities in Curacao or other relevant credit reference organizations, which you acknowledge may affect your credit rating.

6. LOSS OR DAMAGE COVER OFFERED BY US

All Vehicles are provided with compulsory third party insurance ("W.A").

7. ACCIDENTS

In case of an accident never remove Vehicle from place of accident and contact us (+599 9 523 30 05 or +599 9 511 80 36) and 199 immediately. Do not, without our consent, make or give any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability. **8. EXCLUSIONS TO COVER AND LIABILITY**

8.1 You must always pay the cost of and are liable for any and all damages not covered by the insurance policies referred to under 6. and you release and indemnify us for any of such damages and claims. The maximum amount of damages covered by the insurance policies referred to under 6 amounts to NAF 150,000.

9. TERMINATION

9.1 We may terminate the RA at any time if you commit a material breach of the RA.

9.2 You may terminate the RA at any time for any reason.

9.3 If the RA is terminated early for any reason, you agree to pay rental charges that reflect the actual duration of the rental. Such charges may be higher than those that apply for a longer rental period.

10. GENERAL PROVISIONS

10.1 Liability (a) Whenever we are permitted to limit our liability for breach of an implied condition or warranty, our liability is limited to, at our option, the replacement, repair or supply of the Vehicle or the reimbursement of the rental charges. (b) Unless we or one of our employees acting in the course of their employment is negligent, we are not liable to you for any loss, damage, costs, expenses, damages (including for loss of use or enjoyment) or any other liabilities resulting from: any accident, breakdown or any other failure of the Vehicle; or loss of or damage to your or anyone else's personal property, which includes, without limitation, personal property left in any Vehicle or brought onto our premises; or any error or omission in any street directory or other map (whether or not provided by us).

(c) Without limiting the foregoing, to the maximum extent permitted by law, we will not be liable to you for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by you or any other person due to any breach of this RA by us and you release and indemnify us (including for legal costs) from any such claim.

10.2 Our rights. We reserve the right to refuse hire of another vehicle to you following any incident or accident or where you have breached a term of this RA. We reserve the right to refuse future hire of any optional accessories or equipment (such as baby seats) to you, if you damage, destroy or lose the unit while on rent to you. None of our rights under this RA may be waived except in writing by one of our officers.

10.3 Interpretation

References to "you" or "your" shall include the Hirer and all authorized drivers in the RA. Where "you" are more than one person your obligations under this RA are joint and several. "person" includes a company. Words used in this RA and/or noted on the RA include all genders and singular words include the plural. Hirer means the person/ company named in the RA as the hirer and any person/company who provides a credit card authority to us. In hiring the Vehicle you confirm that you have read, understood and accepted these terms and conditions.

10.4 Miscellaneous Provisions

No Hirer, driver or passengers in the Vehicle shall be deemed to be our agent, servant or employee, in any manner or for any purpose whatsoever.

You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respects, and that you will immediately notify us of any such changes.

This RA is governed by the laws of the Netherlands Antilles and you submit to the exclusive jurisdiction of the Court of First Instance in Curacao.