

Terms and Conditions of Rental

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Terms and Conditions of Rental

Terms and Conditions of Rental Agreement between **ROJAN AUTO (GUYANA) INC.** (Rojan) and the Renter.

The Rental Agreement

The Rental Agreement between Rojan and the Renter is governed by the terms and conditions contained herein. By signing the Rental Agreement the Renter is accepting and agreeing to be legally bound by the accompanying documents:

1. Terms and Conditions of Rental;
2. Vehicle Condition Report;
3. Credit Card Authorisation Form;
4. Damage Incident Report; and
5. Rates Sheet.

You are asked to read each of the above carefully before signing the Rental Agreement. If there is anything you do not understand please ask any member of staff before signing.

For persons with certain types of credit cards, an additional Agreement may also apply.

1. Descriptions and Definitions

Terms and Conditions of Rental – this document sets out the general terms and conditions which the Rental Agreement is subject to.

Vehicle Condition Report (VCR) – is the document that describes any pre-existing damage to the vehicle and the condition of the vehicle at the time of commencement of the rental.

Credit Card Authorisation Form – this form is signed by the Renter and gives Rojan the authority to make charges to the Renter's credit card.

Damage Incident Report– the form issued with the Rental Agreement to be filled out by the Renter in case of an incident or traffic accident.

Rates Sheet – the form that sets out the prescribed fees for additional services, equipment, surcharges and penalties.

Associate – For the purposes of this rental arrangement a company is to be treated as another's "associate" at a given time if at that time, or at any time within one year previously, one of the two has control of the other or both are under the control of the same person or persons.

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Off-Road – all unpaved roads which usually have a layer of laterite (bauxite), and includes restricted areas such as the savannah, and areas east of Parika, south of Linden, beaches and dams, and areas which are under flood, damage or other risks.

Vehicle – the rented motor vehicle described in the Rental Agreement as well as parts, components, accessories and the interior thereof, and articles and goods added to it by Rojan.

Renter's account– a nominated debit card, credit card, or pre-arranged charge account acceptable to Rojan.

Security deposit – At the time of entering into the Rental Agreement the Renter shall pay to Rojan by credit card a security deposit of five hundred United States dollars (US\$500). The payment of the said sum may be applied to any payment for which the Renter shall be liable at the end of the rental period. Any balance remaining out of the said sum shall be refunded to the Renter by way of a credit to the Renter's account.

2. Condition of Vehicle

To the best of the knowledge and belief of Rojan, the vehicle subject to the rental is in sound and safe condition and free of any known defects or faults which would affect its safe operation under normal use.

3. Persons Who May Drive the Rental Vehicle

The vehicle may be driven during the term of rental only by the persons named on the Rental Agreement as the main driver or the additional driver, and only if they each hold a current full valid driver's license appropriate for the rental vehicle.

4. Loss Damage Waiver (LDW)

4.1 This is a type of in-house insurance that covers amounts above the excess in case of theft or damage relating only to the rental vehicle. **Participation is compulsory.**

4.2 By paying an additional fee the Renter will reduce the excess from one thousand United States dollars (US\$ 1000) to five hundred (US\$ 500) or two hundred and fifty (US\$ 250). The payment must be made at the commencement of the rental.

4.3 Loss Damage Waiver (LDW) shall only apply if the Renter meets all the conditions of the Rental Agreement.

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5. Payments by Renter

5.1 The Renter shall pay Rojan for the rental of the vehicle the sum or sums specified in the Rental Agreement, the security deposit, the LDW premium and any additional costs specified on the Rate Sheet and shall authorise Rojan to charge all amounts payable to the Renter's account at the commencement of the rental.

5.2 In addition to the payments specified in clause 5.1, the Renter acknowledges that s/he shall be liable to pay to Rojan any applicable surcharges for the rental of additional equipment or for taking the vehicle off-road or out of the jurisdiction of Guyana.

5.3 At the end of the rental term the Renter shall be liable for payment of any applicable additional charges which include, but are not limited to:

- a) Driving in a restricted area (see restricted areas in definition of off-road above on page 3) without the proper vehicle, i.e., a 4x4 Pick-up truck, which carries a US\$100 penalty as well as responsibility for damages caused;
- b) Additional charges for distance driven (as specified in the Rates Sheet);
- c) Charges for petrol or other fuel used (but not oil);
- d) Charges for late return of the vehicle;
- e) Charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
- f) Charges for cleaning the vehicle's interior if the vehicle is returned in an excessively unclean condition that requires extra cleaning or deodorizing. This includes, but is not limited to spillage of fluids, food, vomit, other stains, and unpleasant odors including cigarette smoke;
- g) Traffic and/or parking offence infringement fees;
- h) Loss of car keys, car papers, jack etc.
- i) Any surcharges in connection with the use of a debit or credit card by the Renter; and
- j) Value-Added Tax and all other taxes on any of the charges listed above.

6. Exclusions

The Renter shall not:

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- a) Use or allow the vehicle to be used for the transport of passengers for hire or reward;
- b) Sublet or hire the vehicle to any other person;
- c) Allow the vehicle to be used outside his/her authority;
- d) Operate the vehicle or allow it to be operated in circumstances that constitute an offence relating to driving under the influence of alcohol or unlawful drugs;
- e) Transport any banned substance in the vehicle or allow the additional driver or any passenger to have in their possession any illegal substance;
- f) Operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- g) Operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the vehicle;
- h) Allow the vehicle to be driven by any person who is not named or described in the Rental Agreement as a person permitted to drive the vehicle;
- i) Drive or allow it to be driven off-road as defined above on page 3, without prior written permission from Rojan upon entering into the Rental Agreement;
- j) Drive or allow the vehicle to be driven in any restricted areas, such as, on laterite roads unless the Rental vehicle is a 4x4;
- k) Operate the vehicle or allow it to be operated to push, propel or tow any other vehicle;
- l) Transport any animal in the vehicle (with the exception of guide dogs for visually impaired persons);
- m) Operate the vehicle in a negligent manner;
- n) Operate or allow the vehicle to be used in involvement with any illegal activity; or
- o) Allow any person to smoke in the vehicle.

7. Renter's Obligations

The Renter shall ensure that:

- a) All reasonable care is taken when driving and parking the vehicle;

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- b) The water in the vehicle's radiator and battery 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 in the Rental Agreement shall be used;
- e) The tyres 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 Renter's personal control;
- g) The distance recorder or speedometer is not interfered with;
- h) No part of the engine, transmission, braking or suspension systems is interfered with;
- i) Should a warning light be illuminated or the Renter believes the vehicle requires mechanical attention, the Renter will stop driving and advise Rojan immediately by calling telephone numbers (592) 225-1019 or (592) 623-0495;
- j) All drivers authorised to use this vehicle during the term of rental are aware of and comply with the terms outlined in the Rental Agreement; and
- k) Any authorised driver carries their driver's license with them in the vehicle at all times and will produce it on demand to any enforcement officer.

8. Rojan's Obligations

- a) Rojan shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards;
- b) Replace the vehicle at its cost with one of similar type and condition should any defect develop during the course of the rental; and
- c) Cause to be rendered, at its cost, such assistance to the Renter necessary from any defects in the vehicle.

9. Mechanical Repairs and Accidents

9.1 If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Renter shall notify Rojan of the full circumstances by telephone immediately by calling (592) 225-1019 or (592) 623-0495.

9.2 The Renter shall not arrange or undertake any repairs or salvage without Rojan's authority

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(this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property.

9.3 For all roadside assistance, call outs including refueling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged. See the Rates Sheet attached for the schedule of rates for services and penalties.

10. Return of Vehicle

10.1 The Renter shall be obligated to return the vehicle in good condition to Rojan at or before the expiry of the term of rental by delivering the vehicle to the agreed rental location described in the Rental Agreement, or obtain Rojan's consent to the continuation of the rental (in which case the Renter shall pay additional rental charges for the extended term of rental).

10.2 If the Renter wishes to return the vehicle to another Rojan or associated location outside of Guyana then s/he must obtain permission from Rojan and pay the penalty fee.

10.3 The Renter also has the option of returning the vehicle by dropping off the vehicle key in a drop box located at the airports. In this case, the rental amount will be calculated not when the vehicle is dropped off but when the office opens for business and after the inspection is conducted.

10.4 If the Renter does not return the vehicle at the end of the rental period or does not obtain Rojan's consent for an extension of the rental, Rojan may report the vehicle as stolen to the Police and the Renter must compensate Rojan for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle in proper condition, is recovered by Rojan.

11. Liability

Subject to the terms of coverage provided by Rojan's insurance policy, the Renter is liable for payment of the excess costs in the following instances:

- a) Any loss of, or damage to, the vehicle and its accessories;
- b) Any consequential damage, legal action, loss or costs incurred by Rojan, including salvage costs, loss of ability to re-hire and loss of revenue; and
- c) Any loss of, or damage to, vehicles and property of third parties, or personal injury or death to a third party arising during the term of rental.

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12. Insurance

12.1 By signing the Rental Agreement, the Renter is accepting the terms and conditions of Rojan's Private Motor Comprehensive Insurance policy provided by Assuria Insurance Company.

12.2 The Policy provides the following coverage:

- a) In respect of a series of property damage claims by passengers, arising out of one event - \$400,000.00
- b) In respect of property damage for any one passenger - \$100,000.00
- c) Liability to third parties in respect of property damage any one claim by any one person - \$1,500,000.00
- d) In respect of a series of property damage claims arising out of one event - \$2,500,000.00
- e) In respect of a series of death or bodily injury any one claim any one person - \$1,500,000.00
- f) In respect of a series of death or bodily injury claims arising out of one event - \$2,500,000.00
- g) In respect of a series of death or bodily injury claims by passengers, arising out of one event - \$2,500,000.00
- h) In respect of death or bodily injury to any one passenger \$1,500,000.00

12.3 The Renter acknowledges and agrees that s/he is responsible for the payment of any and all excess amounts not covered by the policy.

12.4 The liability of the Renter shall remain in full force with regard to damage to the vehicle or to third parties including excess damage that, for whatever reason, is not fully compensated by the insurer, which damage shall be for the account of the Renter who agrees to fully indemnify Rojan against all claims in this regard.

13. Insurance Exclusions

The Renter acknowledges that it is understood and agreed that the insurance coverage referred to in clause 12 as well as the LDW will not apply in the following circumstances:

- a) At any time when the driver of the vehicle is under the influence of alcohol or any unlawful substance;

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- b) At any time when the vehicle is in an unsafe or unroadworthy condition, such condition arising during the course of the rental, that caused or contributed to the damage or loss, and the Renter was aware or should have been aware of the unsafe or unroadworthy condition of the vehicle;
- c) At any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle.
- d) At any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;
- e) At any time when the vehicle is driven by anyone not named in the Rental Agreement as a person permitted to drive the vehicle;
- f) At any time when the vehicle is driven by an unlicensed person;
- g) At any time when the vehicle is willfully or recklessly damaged or lost by the Renter, an authorised driver, or a person under the Renter's authority or control;
- h) At any time when the driver commits a traffic offence while driving the vehicle;
- i) At any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;
- j) At any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;
- k) At any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;
- l) To any fine or penalty imposed as a result of prosecution for breach of any law;
- m) To any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;
- n) To any wear and tear to the vehicle;
- o) To any liability for damage caused by vibration or the weight of the vehicle or its load to any: bridge or viaduct; any road or anything beneath a road; any underground pipe line or cable; or any other underground installation;
- p) To any overhead damage to the vehicle or to the property of any third party resulting from such overhead damage; or

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q) At any time when the vehicle was operated beyond the term of the Rental Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by Rojan to the Renter.

14. Liability and Indemnity

14.1 The Renter agrees to fully indemnify Rojan against claims from passengers or third parties including damage as a result of injury or harm to the health or death of these persons for which Rojan, in the unlikely event, may be held liable during the period that the Renter has the vehicle at his/her disposal and for all fines that may be imposed on Rojan with regard to punishable acts during the rental period committed by the driver and/or the passengers.

14.2 Rojan shall not be responsible or liable for damage as a result of injury or harm to the health or death of persons caused by or as a consequence of an incident or traffic accident.

14.3 The Renter agrees to fully indemnify Rojan against claims of persons for damage that they incurred or are incurring as a result of injury or harm to the health or death of these persons caused by or as a consequence of an incident or traffic accident.

14.4 The Renter agrees to fully indemnify Rojan against all loss or damage to property:

- a) Stolen from the vehicle (theft) or lost during the rental period;
- b) Left behind in the vehicle upon its return; and
- c) Damage and/or destruction of property that is in and/or on the vehicle and that does not belong to the equipment or accessories and/or special constructions of the vehicle.

15. Traffic Offences

All penalties related to traffic and/or parking offences are the responsibility of the Renter and Rojan may charge the Renter's credit card for any traffic and/or parking offence infringement fees incurred by the Renter. Rojan may also charge an administration fee of US\$15 to cover the cost of processing and sending to the Renter notices related to traffic and/or parking infringements.

16. In the Event of an Accident

16.1 If there is an accident the Renter must NOT admit responsibility. The Renter should get the names and addresses of everyone involved, including witnesses. The Renter should also:

- a) Secure the vehicle;
- b) Inform the police immediately if anyone is injured or there is a disagreement over who is responsible; and
- c) Call Rojan's office immediately on the telephone numbers listed in Clause 9.1.

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16.2 The Renter must then fill in our Damage Incident Report form provided in the vehicle and bring it to the address shown on the Rental Agreement.

17. Cancellation of Rental Agreement

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

17.2 Rojan will end this agreement immediately if Rojan finds out that any of the Renter's belongings have been taken away to pay off debts, or a receiving order has been made against the Renter. Rojan may also end this agreement if the Renter does not meet any of the main requirements of this agreement.

17.3 If the Renter is a limited liability company, Rojan may end this agreement immediately if the Renter:

- a) Goes into liquidation, receivership or administration.
- b) Calls a meeting of creditors.
- c) Has its goods taken away to pay off debts.
- d) Does not meet any of the conditions of this agreement.

17.4 If Rojan ends this agreement it will not affect Rojan's right to receive any money owed under the terms and conditions of rental. Rojan can also claim reasonable costs from the Renter if the Renter does not meet any of the main requirements of this agreement.

18. Privacy

18.1 The information requested from the Renter is to enable Rojan to assess the Renter's request to rent a vehicle. The Renter does not have to supply this information, but if the Renter does not, then Rojan reserves the right to refuse to proceed with the transaction. The Renter acknowledges that Rojan will collect, hold and use the Renter's personal information for purposes related to the rental of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by Rojan.

18.2 The Renter further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the Renter defaults in the payment of any monies owing to Rojan, or other parties involved in an accident with the vehicle while on hire to the Renter; or any organisations responsible for the processing or handling of traffic related infringements; and the Renter hereby authorises the disclosure of their personal information for such purposes.

19. Governing Law

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This agreement is governed by the laws of Guyana and any dispute may be settled in the courts of Guyana.

20. Entire Agreement

The Renter acknowledges that the Car Rental Agreement between Rojan and the Renter includes: 1) the Terms and Conditions of Rental, 2) Vehicle Condition Report, 3) the Credit Card Authorisation Form, 4) the Damage Incident Report, and 5) Rates Sheet and that these together constitute the entire agreement between Rojan and the Renter with respect to this Rental Agreement. No modification to this agreement can be made unless in writing signed by both Rojan and the Renter.

NOTE - ROJAN MUST GIVE THE RENTER AT LEAST ONE COPY OF THE ENTIRE RENTAL AGREEMENT (INCLUSIVE OF THE 5 ATTACHMENTS) WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE RENTAL AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.