

General terms and conditions

Definition of terms

Bicycle: the (e-) city bike and/or e-mountain bike and any other item that is comprised by the contract.

ScootAmota: ScootAmota and any other item that is comprised by the contract.

Vehicle: the bicycle and/or ScootAmota.

Customer: the natural person or legal entity or in the case of a minor, responsible Parent(s) and/or Legal Guardian(s), purchasing the vehicle rental and/or vehicle tour service from ScootAruba.

ScootAruba: Trade name ScootAruba as part of Tracona Leisure Tours and Cruises NV, the company offering the rental and tour services of vehicles according to these terms and conditions

Rider: the person actually riding the vehicle(s)

Written: in writing or electronically

Article 1: applicability

These general terms and conditions apply to all contracts between ScootAruba and customers for tours and/or rental of vehicles, including accessories like helmets, chargers, locks etc.

Article 2: offer and agreement

1. According to the wishes of the customer, ScootAruba makes a written or oral offer. The offer contains (where applicable) the name of the service (rental or tour), rental period, and price. Furthermore, it states the opening hours and telephone number of the company, the manner of payment, and the type of deposit.

2. The contract is established when the customer accepts an offer from ScootAruba.

3. ScootAruba will retain ownership of vehicles and accessories at all times.

Article 3: price and duration

1. The customer is not allowed to return a rented vehicle after the date and time stated in the contract. Vehicles must be returned during the business hours of ScootAruba (9.00am-17.00pm), always 7 days a week, for more information please check on www.scootaruba.com.

2. One day rental is considered to be 8 hours between 8.30 am – 6.00 pm

3. ScootAruba is not obliged to give any refund for rented vehicles that are returned before the end of the contractual period.

4. For each hour that the rental period is exceeded ScootAruba is entitled to charge customers 20% of the daily rental price on top of the actual rental price, with a maximum charge of 5 hours for the first day. For each following day, a maximum of 150% of the rental price can be charged.

5. If the vehicle is not returned on time, ScootAruba is entitled to take back the vehicle immediately.

Article 4: cancellations & pre-payment/down payment

1. ScootAruba has a free cancellation and pre-payment/down payment policy.

Article 5: payment and deposit

1. Payment for both the rental and the tours need to be done before starting the rental and/or the tour.

2. A deposit is needed for each vehicle (except for vehicles used on the tour). The deposit for the bicycles consists of:

a. A photocopy of a valid ID and \$50 (to be paid in cash or with a debit/credit card)

3. The deposit will be paid back as soon as the vehicle is returned. In the event of damage for ScootAruba, the amount charged for the damage will be subtracted from the deposit.

The deposit for the ScootAmota consists of:

a. A photocopy of a valid ID and \$100 (to be paid in cash or with a debit/credit card) The deposit will be paid back as soon as the vehicle is returned. In the event of damage for ScootAruba, the amount charged for the damage will be subtracted from the deposit

Article 6: obligations for the customer

1. Customer must treat the vehicle well and in accordance with its actual purpose.

2. Customer must return the vehicle to ScootAruba in its original condition. Any changes or additions by or on behalf of the customer must be undone.

3. By renting a vehicle or joining a vehicle tour, the customer declares to be:

a. In good physical condition, i.e. not suffering from any medical diseases or complaints that influence their riding ability.

b. Able to properly ride a vehicle.

4. ScootAruba reserves the right to judge the capacities and abilities of a customer or rider prior to the use of a bicycle.

5. Customer is obliged to sign a waiver of liability to hold ScootAruba harmless in any event.

6. Both for vehicle rental and vehicle tours, the customer must obey all traffic laws and instructions from ScootAruba staff.

7. The customer/rider must behave as a good renter/rider, which means he:

a. Is not permitted to sublet or sublease the vehicle.

b. Is not permitted to give the vehicle to a person other than the rider.

c. Is not permitted to take the vehicle outside of Aruba.

d. Is not permitted to ride on a city bicycle with more than 1 person.

e. Must ensure that the person who is contractually indicated as the rider is legally permitted, and physically and mentally fit enough to ride a vehicle.

f. Must secure loads on the vehicle with due care.

g. Is not permitted to continue using the vehicle if it is damaged, when its use can lead to aggravation of the damage or affects traffic safety.

h. Is not permitted to drive the vehicles on non-paved roads.

Article 7: additional instructions for the customer

1. The customer must return the vehicle in a clean condition. Cleaning costs with a minimum of \$10 may be charged.

2. Customers must bring a copy of the contract with them upon returning the vehicle.

3. Each vehicle is equipped with a safety lock. Customers must never leave the vehicle unattended unless properly locked. ScootAruba staff will demonstrate correct use of the lock.

4. At the start of the rental or tour, the customer needs to check the vehicle and report any possible defects to ScootAruba staff. When the defect(s) cannot be repaired instantly, the customer is permitted to have a replacement vehicle. As soon as the customer leaves the ScootAruba shop, he accepts the condition of the vehicle.

5. In case any problems with the vehicle occur, the customer needs to visit the ScootAruba shop, Schotlandstraat 46, Eagle/Oranjestad. ScootAruba does not reimburse any repairs performed by other companies. ScootAruba will only reimburse repairs performed by another company if:

a. The damage, kind of repair, and costs of the repair are discussed with, and approved by, ScootAruba by telephone (+297 566 454) AND;

6. In the event of injury to the customer and/or damage or loss of the vehicle, the customer is obligated to:

a. Inform ScootAruba as soon as possible (by visiting the shop or by telephone: +297 566 4454).

b. Follow instructions from ScootAruba.

c. Provide all (requested) information and documents that relate to the event that caused the injury/damage.

d. Not leave the vehicle behind without properly securing it.

e. Report the event to the local police.

f. Submit a fully completed and signed claim form to ScootAruba as soon as possible.

Article 8: obligations for ScootAruba

1. Both for vehicle rental and vehicle tours, ScootAruba provides a vehicle with the statutory and agreed features and accessories, which is clean, well maintained and in a technically good condition.

2. In case of damage to the vehicle prior to the rental, ScootAruba will make a report of the damage in the presence of the customer.

3. ScootAruba will inspect the vehicle for any damage immediately after it is returned.

Article 9: customer's liability for damage

1. The customer is liable for any damage to ScootAruba related to the vehicle rental or vehicle tour unless the damage is caused by a violation of the obligations stated in article 8.

2. The customer is liable for actions and omissions of the rider(s) and other users of the vehicle(s) comprised by the contract, even if they didn't have the customer's permission to use the vehicle.

3. The customer must respect all (traffic) rules and regulations. The customer uses the vehicle on his own responsibility. If customer infringes any Aruba (traffic) rules or regulations, ScootAruba can by no means held liable.

4. In the event of loss, theft, or damage of the vehicle, ScootAruba is entitled to charge a (maximum) compensation of:

\$2000 for an e-city bike, \$2000 for a e-mountain bike and \$3000 for a ScootAmota.

For damaged parts of a vehicle ScootAruba a price list is available in the shop. This price list is available on request.

Prices for parts that are not mentioned are determined by the ScootAruba staff. The hourly rate for repairs is \$48.

Article 10: dissolution of the contract

1. ScootAruba is entitled to terminate the contract and seize the vehicle if:

a. The customer does not obey one or more of his obligations, unless the omission does not justify dissolution.

b. The customer dies, is put under guardianship, applies for moratorium, is declared bankrupt, or is in a legal debt management regime.

2. If ScootAruba is entitled to seize the vehicles, customer must offer full cooperation.

3. If the customer dies prior to the hire period, the contract is automatically dissolved.

4. ScootAruba is not liable for any damage caused by dissolution of the contract.

Article 11: personal data

Personal data of the customer will be processed by ScootAruba according to the ScootAruba Privacy Policy statement. By processing these data ScootAruba can and will only carry out the contract, provide customer and/or rider with the best service and make personalized offers. The customer can request inspection or correction of his personal data and file objections. Objections by the customer regarding the processing of data for direct mailing will be honoured at all times.

Article 12: applicable law

The contract is governed by Aruban law.

ScootAruba

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E-mail: info@scootaruba.com

Website: www.scootaruba.com