



Terms and Conditions of Vehicle Leasing Agreement

This Agreement is made between Poinciana Luxe Car Leasing Inc ("*Company*") and the undersigned lessee ("*Lessee*").

The Vehicle Leasing Agreement comprises of these terms and conditions and the Vehicle Leasing Document setting out the hire details which is provided with each vehicle at the point of leasing (attached). The Vehicle Leasing Agreement is made between **POINCIANA LUXE CAR LEASING INC** a company incorporated under the laws of Barbados and having its registered office situated at 32 West Terrace Heights Oxnards in the parish of Saint James in Barbados (hereinafter referred to as "**the Company**") and the person and/or company signing the Vehicle Leasing Agreement (hereinafter referred to as "**the Lessee**") whose particulars are recorded in the Vehicle Leasing Document.

IT IS HEREBY AGREED AS FOLLOWS:

VEHICLE DESCRIPTION AND TERMS OF HIRE

1. The Company will let and the Lessee will take the motor vehicle, details of which are described in the Vehicle Leasing Document (attached) (hereinafter referred to as "**the Vehicle**"), for the term of the lease as described in the Vehicle Leasing Document (attached).

PERSONS WHO MAY DRIVE THE LEASED VEHICLE

2. The Vehicle may be driven during the term of lease only by persons named in the Vehicle Leasing Document, or in a supplementary driver's sheet attached to the Vehicle Leasing Agreement, and only if they
 - a. are over the age of twenty-five (25) years for Sedans; or
 - b. over the age of thirty (30) years for Sport Utility Vehicles;
 - c. in the event that you are over seventy (70) years old and the holder of a driver's license issued outside of Barbados they must present a medical certificate from a registered Barbadian physician;
 - d. hold a current valid driver's licence appropriate for the vehicle while they are using the vehicle for at least five (5) years;
 - e. hold a valid International Driver's Licence in the event that their driver's licence is not in English and
 - f. hold a valid visitor's permit (if applicable).
3. A person will be ineligible to lease a vehicle if they:
 - a. Have a DUI (Driving Under the Influence) conviction within the past 5 years.
 - b. Have more than 2 at-fault accidents in the past 5 years.
 - c. Have been convicted or pending prosecution of any driving offences within the last 5 years.
 - d. Have a conviction for vehicular homicide.

PAYMENTS BY THE LESSEE

4. The Lessee shall pay the Company for the lease of the vehicle the sum or sums specified in the Vehicle Leasing Document by major credit/debit cards (Visa, Mastercard, Amex) so the Company can authorise a security hold if deemed necessary.
5. In addition to the payment specified in clause 4 above, the Lessee acknowledges that they shall be liable at the end of the lease term to pay the Company any applicable additional charges payable. These include but are not limited to:
 - a. a fee to cover additional drivers;
 - b. charges for gasoline or other fuel used inclusive of a USD\$50.00 refuelling fee plus the cost of fuel, should vehicle be not returned with a full tank of fuel (as provided at the start of the lease);
 - c. charges for late return;
 - d. charges for damage to or for the repair of the vehicle (subject to the other terms of the Vehicle Leasing Agreement);

- e. charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires additional cleaning and deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
 - f. traffic and/or parking offence infringement fees;
 - g. charges of a low battery recovery fee of USD\$50.00 plus the cost of charging should vehicle is not returned with at least 95% of the battery charge level provided at the start of the lease.
6. If the Lessee fails to pay any money due under or in connection with the Vehicle Leasing Agreement within 14 days of the date by which the Lessee was required to pay the money, the Company may, without prejudice to any other rights or remedies the Company may have or be entitled to, charge the Lessee:
- a. Interest at 10% (compounded daily) on the total amount owing from the expiration of 14 days from the date on which the Lessee was required to pay the money to the date of payment; and
 - b. all costs reasonably incurred by the Company for the collection of the unpaid money by a debt collection agency or other external or legal agency.

USE OF THE VEHICLE

7. The Lessee shall not:
- a. Use or allow the vehicle to be used for the transportation 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 breach of the Road Traffic Act Cap 295 of the Laws of Barbados, or any other Act, regulations, rules or by-laws relating to road traffic;
 - e. Operate the Vehicle or allow it to be operated for the transport of more than the maximum passengers stipulated in the Vehicle Leasing Agreement;
 - f. Drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid licence appropriate for the Vehicle;
 - g. Allow the vehicle to be driven by any person who is not named or described in the Vehicle Leasing Document as a person permitted to drive the vehicle;
 - h. Operate the Vehicle or allow it to be operated to propel or tow any other vehicle;
 - i. Transport any animal in the vehicle;
 - j. Operate or allow the vehicle to be used in involvement with any illegal activity;
 - k. Engage in off-road racing,
 - l. Drive under the influence of drugs or alcohol; or
 - m. Allow any person to smoke in the vehicle.

LESSEE'S OBLIGATIONS

8. The Lessee shall ensure:
- a. All reasonable care is taken when driving and parking the Vehicle;
 - b. Only the fuel type specified for the vehicle will be used;
 - c. The tyres are maintained at their proper pressure;
 - d. The vehicle is locked and secured at all times when it is not in use and the keys kept under the Lessee's personal control at all times;
 - e. The distance recorder or speedometer are not tampered or interfered with;
 - f. No part of the engine, transmission, brakes or suspension systems are interfered with;
 - g. Should a warning light be illuminated or the Lessee believes the vehicle requires mechanical attention, the Lessee will stop driving and advise the Company immediately;
 - h. All drivers authorized to use this vehicle during the term of lease are aware of and comply with the terms outlined in the Vehicle Leasing Agreement; and
 - i. Any authorized driver must have in their possession a valid driver's licence issued to them in the vehicle at all times and will produce it on demand to any police officer.
9. In the event that the Lessee has leased an electric vehicle the Lessee shall also be responsible for:
- a. maintaining an adequate charge and must return the vehicle at least ninety-five percent (95%) of the level of charge as collected;
 - b. all public and private charging costs;
 - c. the replacement fee of USD\$750.00 in the event of lost/damaged charging cables;
 - d. using compatible charging stations.

COMPANY'S OBLIGATIONS

10. The Company shall supply the Vehicle in a safe and roadworthy condition, up to the Current Certificate of Road Worthiness standards.

MECHANICAL REPAIRS AND ACCIDENTS

11. If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the Lessee shall notify the Company of the full circumstances by telephone immediately at (246) 263 2097.
12. The Lessee shall not arrange or undertake any repair or salvage without the Company's authority.
13. 24-hour Roadside Assistance is free for all incidents related to the Vehicle specified in the Vehicle Leasing Document at (246) 435-2000 ext 1.
14. If the Vehicle requires repair or replacement, the decision to supply another Vehicle is at the Company's sole discretion and subject to availability.
15. In the event of an accident, **Do not admit any liability**. A representative of the Company will also work with you to complete an incident report.

RETURN OF THE VEHICLE

16. The Lessee shall, at or before the expiry of the term of the lease, deliver the vehicle to the agreed location described in the Vehicle Leasing Document or obtain the Company's consent to the continuation of the lease (in which case the Lessee shall pay additional hire charge for the extended term of the lease). If the Lessee does not comply with this clause, and does not immediately return the vehicle, the Company may report the vehicle as stolen to the Police and the Lessee must compensate the Company for all additional costs and losses incurred up to the time that the Vehicle is recovered by the Company.

LIABILITY

17. The Lessee is liable for:
 - a. any loss of, or damage to the vehicle and its accessories;
 - b. any consequential damage, loss or costs incurred by the Company, 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, arising during the term of the lease.
18. The Lessee acknowledges and agrees that:
 - a. **wheel and rim damage is not covered** under the terms of this Agreement;
 - b. Any damage to the vehicle's wheels, rims, or related components, whether caused by road hazards, curbs, potholes, collisions, or misuse, shall be **the sole financial responsibility of the Lessee**;
 - c. The Company reserves the right to assess repair or replacement costs, which will be charged directly to the Lessee

GPS TRACKING

19. The vehicle is equipped with GPS tracking to:
 - a. Locate in case of theft, damage, or unauthorized use
 - b. Ensure compliance with leasing terms
 - c. Monitor usage for safety and service quality
 - d. The Lessee consents to GPS tracking during the lease. Data is used in compliance with privacy laws.

INSURANCE

20. The Vehicle is comprehensively insured by the Company's insurance which is included in the lease charge except for a deductible.
21. Collision Damage Waiver is optional at \$___/day. If declined, lessee is liable for up to \$_____ in damages.
22. The deductible payable by the Lessee is as specified in the Vehicle Leasing Document and is payable for every incident involving the Vehicle regardless of fault. If the damage is excluded under the Company's insurance, the deductible will be considered part payment toward the total damage cost and any additional cost will be charged to the Lessee.
23. Should the Lessee be covered by Credit Card Collision Coverage, the Lessee must pay for the damages incurred up to the maximum of the deductible and the Company will supply the Lessee with the documentation required to reclaim this payment from the company.

TRAFFIC OFFENCES

24. All penalties related to traffic and/or parking offences are the sole responsibility of the Lessee and the Company may charge the Lessee's credit card for any traffic and/or parking offence infringement fees incurred by the Lessee and remaining outstanding. The Company undertakes, in the event that the Company receives notice of any traffic or parking offences incurred by the Lessee, to send a copy of any such notice to the Lessee as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the Lessee. The Lessee has the right to challenge, complain about, query or object to the alleged offence to the issuing enforcement authority and has a right to seek a court hearing.

CANCELLATION OF VEHICLE LEASING AGREEMENT

25. Cancellations by the Lessee made less than forty-eight (48) hours before lease start are subject to a fee equal to one day's lease.
26. There shall be no refunds for no-shows at the discretion of the Company
27. The Company has the right to terminate the hire and take immediate possession of the Vehicle without refund if the Lessee fails to comply with any of the terms of the Vehicle Leasing Agreement, or if the Vehicle is damaged. The termination of a lease under the authority of this clause shall be without prejudice to the other rights of the Company and the rights of the lessee under the Vehicle Leasing Agreement or otherwise.

INDEMNIFICATION

28. The Lessee agrees to indemnify, defend, and hold harmless the Company for any loss, damage, or legal actions against Company as a result of the Lessee's operation or use of the Vehicle during the term of this Vehicle Leasing Agreement. This includes any attorney fees necessarily incurred for these purposes.

DATA PROTECTION

29. To the extent that the Company may be deemed to be a data controller under the Data Protection Act 2019-29 of the Laws of Barbados the Lessee agrees and acknowledges that the Company's duties in relation to such data shall be limited to taking appropriate security measures to prevent the unauthorised disclosure.

JURISDICTION

30. In the event of any dispute over this Agreement, this Agreement will be interpreted by the Laws of Barbados and any lawsuit must be brought in Barbados. If any portion of this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of the Agreement would still have full force and effect.

ENTIRE AGREEMENT

31. These Terms and Conditions together with the Vehicle Leasing Document constitute the entire agreement between the parties with respect to this Agreement. No modification to this Agreement can be made unless in writing signed by both parties.

Important Terms

- You authorize all amounts due under this Vehicle Leasing Agreement to be charged to the credit card.
- Daily rates apply to each consecutive 24-hour period.
- Charges may apply if the vehicle is returned with less fuel than the check-out fuel reading.
- You are responsible for ALL road and traffic fines incurred.