Rental terms and conditions

Version LC-2026-11-24. These terms apply to car rentals in Curaçao under the name LeaseCuracao. The rental provider is the party identified as such in the quote and rental agreement. ‘You’ means the renter. You receive the applicable version as a PDF before entering into the agreement. If you sign on paper, you receive a paper copy unless you expressly agree to electronic delivery.

1. Enquiries, quotes and the rental agreement

An availability enquiry is free and carries no obligation. The provider’s quote identifies the available car, rental dates, price, included mileage and any additional charges. You are free to decline. A booking becomes binding when the provider receives your written acceptance of the quote without changes and before it expires. The provider then confirms the booking in writing. If you propose a change or reply after the expiry date, a booking only arises once both parties agree in writing. Individual arrangements in the accepted quote or signed agreement take precedence if they differ from these terms. Later changes to the website do not change your agreement.

2. Rental period, monthly rate and payment

The rental starts and ends on the agreed dates and times in Curaçao. The first month’s rent and the deposit must be paid by handover. Each subsequent rental month is payable in advance, by the start of that month. A rental month runs from the agreed start time to the same time on the corresponding date of the following month. If that date does not exist, the last day of that month applies. Later months are still calculated from the original day of the month. For an agreed part-month, and wherever these terms refer to rental days, we divide the agreed monthly rate by the number of days in the relevant rental month and calculate the proportion due. The quote states the price for the full agreed period and how to pay.

3. Deposit and refund

The deposit is €500 per car. It provides security for amounts you owe, such as unpaid rent or damage for which you are liable. It cannot be used as an advance payment for the last month, does not provide insurance and does not cap your liability. The provider refunds the undisputed balance within seven calendar days after you return the car. If an amount is retained, you receive a written breakdown within the same period showing the amount, the reason and the available evidence. If a final invoice is pending, only an amount reasonably supported by the evidence may be held. Once the amount is established, the provider issues a final statement and refunds any surplus without undue delay.

4. Collection and initial inspection

You and the provider inspect the car together at collection. The handover report records existing damage, the odometer reading, fuel level, keys and accessories provided. Both parties may add photographs and each receives a copy of the record. If you notice damage or a defect shortly after leaving that was missed on the report, notify the provider as soon as you discover it, with photographs if possible. Your report can be considered alongside the initial inspection. You may provide evidence that damage was already present at handover.

5. Drivers and permitted use

Only you and additional drivers approved in writing in advance may drive. Every driver must hold a valid driving licence recognised in Curaçao for the car throughout the rental. Arrange approval before anyone else drives. You are responsible to the provider for the conduct of anyone who uses the car with your permission in the same way as for your own conduct. Authorisation alone does not make an additional driver a joint renter. The car is for normal road use in Curaçao. Subletting, racing, driving while impaired and use in breach of traffic rules are prohibited. Lock the car whenever you leave it and keep the keys secure.

6. Third-party liability insurance and your financial exposure

All rental cars carry third-party liability insurance for rental use, known locally as WA. This covers legal liability to third parties, for example when a driver damages another car with the rental vehicle. The provider offers no collision, theft or other cover for loss of or damage to the rental car and no waiver to buy out that liability. You pay for damage to the rental car to the extent that you are liable under the agreement and applicable law. This can exceed the deposit. If the car is a total loss, the amount may reach its market value immediately before the damage, less its salvage value. An injured party’s statutory rights against the insurer remain in force.

7. Damage, theft and assessment of loss

You must reimburse actual loss caused by a breach of the agreement attributable to you, including damage caused by a driver for whose conduct you are responsible. Examples include a collision caused by a driving error, misfuelling or losing a key through lack of care. In the event of theft, vandalism or a collision caused by another road user, the circumstances, your own conduct and any other party’s liability will be considered. Ordinary wear, pre-existing damage and routine maintenance are excluded from the amount charged to you. The provider supports its claim with evidence such as inspection records, photographs, a repair estimate or an invoice. For a total loss, the market value immediately before the incident is reduced by the car’s salvage value. Any additional losses claimed must be reasonable and substantiated. Payments from insurers or third parties for the same loss are credited, even if received later.

8. Reporting a collision, theft or damage

Get yourself and others to safety if possible and call the local emergency services in the event of injury or immediate danger. As soon as it is safe, notify the provider using the contact details on the handover report. This is a separate step from calling emergency services. Follow the emergency services' instructions and arrange for the incident to be documented at the scene where necessary. Safely collect available details of the people involved and witnesses, take photographs if possible and report theft to the police. Give the provider the information and documents reasonably required to handle the claim. Do not agree to pay or settle a claim on behalf of the provider or insurer. A reporting delay creates additional liability only to the extent that the delay is attributable to you and actually causes further loss.

9. Maintenance, breakdowns and defects

The provider supplies a roadworthy car and pays for routine maintenance and repairs to defects for which you are not responsible. Use the correct fuel and act on warning lights or a change in how the car handles. Stop in a safe place if driving on would be dangerous or could cause further damage. Report the issue without undue delay and give the provider an opportunity to inspect and make repairs. Agree on repairs and towing charges in advance wherever reasonably possible. If immediate action is necessary to prevent danger or further loss, do only what is reasonably necessary and keep the supporting documents. If a breach attributable to the provider wholly or partly prevents you from using the car, rent is reduced in proportion to both the time affected and the loss of use. Your other statutory rights remain available.

10. Fuel, mileage and traffic fines

You pay for fuel used on your trips. Return the car with the fuel level recorded at collection unless you have agreed otherwise. If fuel is missing, the provider charges no more than the reasonable, itemised cost of the shortfall. A mileage limit or excess mileage rate applies only when agreed before booking. The responsible driver pays traffic fines and parking charges arising from use during the rental. If the provider has to advance a payment, you receive a copy of the notice or a breakdown so that you can check the date, reason and amount and raise any dispute.

11. Cancellation before collection and failure to collect

You can cancel a confirmed booking free of charge up to and including the seventh calendar day before the collection date, using the local date in Curaçao. For example, for collection on the 15th, cancellation is free through the 8th. Cancel in writing at info@leasecuracao.com. The time the provider receives your message determines when you cancelled. If you cancel later but before collection, or fail to collect the car, you pay only the provider's proven net loss, capped at seven rental days. Costs saved and income from re-renting the car over the same period are deducted. The provider makes reasonable efforts to re-rent the car and gives you a breakdown of any charge. If there is no net loss, there is no charge.

12. Extending the rental or returning early

You may extend if the car is available and both parties agree in writing to the new end date and price before the rental expires. If you agree with the provider to return the car early for your own reasons, or simply return it early, the maximum charge is the agreed rent for the unused part of the original period. Costs saved and income from re-renting the car over the same period are deducted. The provider takes reasonable steps to limit its loss and explains the final calculation. Any rent paid in advance is credited. If you return the car early because the provider has breached the agreement in a way that justifies termination, the proportionate rent adjustment in article 9 applies and you receive a refund of prepaid rent for the unused period.

13. Return and final inspection

Return the car at the agreed place and time with the keys, documents and accessories supplied. If you expect a delay, notify the provider as soon as you know so that another time can be agreed. At return, you and the provider compare the condition of the car with the handover report and record any differences. You may note a comment or disagreement on the report and add your own photographs. If damage that could not reasonably be seen at return is discovered later, the provider notifies you as soon as possible and explains, with supporting evidence, why it attributes the damage to the rental period. The final statement and deposit refund follow article 3.

14. If the provider cannot supply the car

If the provider cannot deliver the confirmed car on time, it will contact you as soon as possible. A different car, price or rental period applies only if you agree. If no acceptable solution is found, you may end the rental for the part that cannot be supplied at no charge. If the car is never supplied, the provider refunds all rent and the deposit received. If the car is available for only part of the agreed period, the rent is adjusted for the time you had the car. Any other statutory rights remain available.

15. Questions, complaints and applicable law

Send questions, complaints or details of a disputed charge to info@leasecuracao.com. Please include the rental dates, what happened and the outcome you are seeking. The provider reviews the facts and gives you its response and any calculation in writing. The rental is governed by the law of Curaçao, subject to any mandatory consumer rights applicable to your agreement. If the matter cannot be resolved by agreement, either party may refer the dispute to a court having jurisdiction under applicable law.