

ELITEWAY

RENTALS | TRANSFERS

Terms of Service

Last updated: 7/6/2026

These Terms of Service ("**Terms**") form a binding agreement between you ("**you**", "**the customer**", "**the renter**", "**the passenger**") and **EliteWay Rentals & Transfers**, of P.O. Box BW430 Baywalk Mall, Rodney Bay, ("**EliteWay**", "**we**", "**us**", "**our**"). They govern your use of our website at <https://bookingselitewayrentalscompany.com> (the "**Website**") and every booking you make with us for vehicle rental and passenger transfer services (together, the "**Services**").

By using the Website, creating an account, or completing a booking, you confirm that you have read, understood, and accepted these Terms, together with our Privacy Policy and Cancellation Policy, each of which is incorporated by reference.

If you are booking on behalf of another traveller or a group, you confirm that you have their authority to accept these Terms on their behalf and that you are jointly responsible for their compliance.

1. Who we are and how to contact us

- **Name:** EliteWay Rentals & Transfers
- **Registered address:** P.O. Box BW430 Baywalk Mall, Rodney Bay
- **Email:** bookingselitewayrentalscompany.com@bookingselitewayrentalscompany.com
- **Phone / WhatsApp:** +1 (758) 450-7878 / 733-0160
- **Operating hours:** Monday–Saturday, 08:00 – 17:00 Eastern Standard Time. For after-hours operations, call +1 (758) 450-7878 / 733-0160

2. The Services we provide

EliteWay provides two categories of Service in Saint Lucia:

Vehicle rentals (self-drive). Short-term hire of a vehicle from our fleet, on a daily, weekly or monthly basis. The renter drives the vehicle themselves.

Transfers. Chauffeured point-to-point transportation, including airport transfers between Hewanorra International Airport (UVF) and George F. L. Charles Airport (SLU) and destinations across Saint Lucia; private chauffeur service (hourly or full-day); group and shuttle transfers; intercity and long-distance transfers; and event, wedding, and VIP meet-and-greet transportation.

Details of each vehicle, transfer route, price and duration are shown on the relevant Website product page at the time of booking. All descriptions, photographs and specifications on the Website are provided in good

faith. Vehicles depicted are representative of the class and may be substituted for an equivalent or better vehicle at our discretion.

3. Eligibility and required documents

For vehicle rentals, the primary driver must:

- be at least twenty-five (25) years of age;
- hold a valid driver's licence that has been in force for a minimum of two (2) years;
- if not a Saint Lucian resident, produce a valid international driving permit or arrange a local Saint Lucia temporary permit — permit assistance is available from EliteWay for an additional fee;
- present a valid form of government-issued photo identification (passport or driver's licence) at pickup;
- only permit persons listed on the rental agreement as additional drivers to operate the vehicle.

For transfers, the lead passenger must be an adult (18+). Children under the age of 12 must be accompanied by an adult and provided with an appropriate child restraint where required by Saint Lucia law — please advise us at time of booking if a child seat is needed.

We reserve the right to refuse a rental or transfer where the customer does not meet these requirements or where the documents presented at pickup do not match the booking, without refund beyond what our Cancellation Policy provides.

4. Bookings, quotes and confirmation

How bookings are made

You may make a booking through the Website or by visiting us physically. A booking is not confirmed until (a) you have completed payment through our payment provider, and (b) you have received a written booking confirmation from us by email.

Pricing and currency

Prices displayed on the Website are quoted in East Caribbean Dollars (XCD) unless otherwise indicated. Where amounts are shown in United States Dollars (USD) or another currency, they are provided for indicative purposes and the XCD amount at checkout is the amount you owe. Your card issuer determines the actual exchange rate applied and may add a foreign transaction fee — that fee is set by your issuer and is not refundable by us.

What is included in the price

Unless the product page states otherwise, the rental or transfer price includes the vehicle, the standard insurance package (for rentals), driver services (for transfers), applicable Saint Lucia taxes, and basic customer support during our operating hours. It does not include fuel top-ups, tolls, extra mileage beyond any stated allowance, optional add-ons (child seats, additional drivers, GPS, permit assistance, delivery to a specific location), traffic fines, cleaning fees for excessive soiling, damage costs, or the recovery cost of an abandoned vehicle.

Changes we may make

We may substitute a booked vehicle for one of the same class or better, or reassign a driver, at our discretion. We will notify you if a material change is required. If we are unable to fulfil your booking as described, section 7 of our Cancellation Policy applies.

5. Payment

Payment processor

Payments are processed by Opay by Orbtronic Ltd. ("Opay"). By paying through the Website you agree to Opay's payment terms and to the sharing of the information necessary to process the transaction, in accordance with our Privacy Policy.

Failed payments

If a payment is declined, chargeback-reversed, or otherwise not received in cleared funds, the booking is not confirmed and we may refuse to release the vehicle or dispatch the driver.

6. Cancellations and refunds

Cancellations, modifications, refunds, no-shows and force-majeure events are governed by our separate Cancellation & Refund Policy, available at </cancellation-policy/>. That policy forms part of these Terms and by making a booking you accept it.

7. Your obligations — vehicle rentals

While the vehicle is in your possession, you agree to:

- operate the vehicle in a safe and lawful manner, in accordance with the laws of Saint Lucia, including but not limited to traffic laws, drink-driving prohibitions, and seat-belt requirements;
- carry a valid driver's licence at all times while operating the vehicle;
- not use the vehicle for any illegal purpose, for the transport of any illegal substance, for racing, off-roading, driving lessons, subletting, or as a taxi or ride-share vehicle;
- not permit any person other than an authorised driver named on the rental agreement to operate the vehicle;
- not operate the vehicle while under the influence of alcohol, controlled substances, or any medication that impairs driving ability;
- not transport more passengers than the vehicle's stated seating capacity;
- keep the vehicle secure, locked when unattended, and not leave the keys inside;
- refuel the vehicle to the level at which it was collected (full-to-full fuel policy), unless a pre-paid fuel option was purchased;
- return the vehicle to the agreed drop-off location by the agreed date and time; and
- report any accident, theft, mechanical fault or damage to us within twenty-four (24) hours, and to the Royal Saint Lucia Police Force in the case of an accident or theft.

Prohibited areas

The vehicle may only be driven on paved public roads and marked private access roads in Saint Lucia. It may not be taken off the island by ferry or otherwise. Off-road use, driving on beaches, and driving through flood water are prohibited and will void insurance coverage.

8. Your obligations — transfers

For chauffeured transfers you agree to:

- be at the agreed pickup location at the agreed time, or in the case of an arrival transfer, at the arrival gate promptly after clearing immigration and baggage;
- provide a valid contact phone number, and for airport arrival transfers, a valid flight number at the time of booking so we can monitor delays;
- inform us at time of booking of any special requirements (child seats, wheelchair access, additional stops, oversize luggage);
- treat the driver and vehicle with courtesy — smoking, consumption of alcohol not provided by us, illegal substances, and abusive or threatening behaviour toward the driver are grounds for immediate termination of the transfer with no refund; and
- pay any additional charges arising from your instructions during the trip (extra stops, extended waiting time, route changes) at the rates disclosed at booking or, if not disclosed, at our standard rate.

Waiting time

For airport arrivals, the driver will wait up to sixty (60) minutes past the actual landing time at no extra cost when a valid flight number was supplied. For other pickups, complimentary waiting time is fifteen (15) minutes; beyond that a waiting charge applies at our standard hourly rate, pro-rated per fifteen (15) minutes.

9. Damage, loss, insurance, and liability of the renter

Standard insurance (rentals)

Each rental vehicle is covered by the standard third-party insurance required by Saint Lucia law, plus a Collision Damage Waiver ("CDW") with an excess ("Excess") as stated on the rental agreement.

Renter liability

You are responsible for the vehicle from the moment you take possession of it until it is inspected and accepted back by our representative. During that period you are liable for:

- **Loss of or damage to the vehicle** — up to the amount of the Excess, provided you have complied with these Terms and any statutory conditions. Where you have breached these Terms (for example, driving under the influence, permitting an unauthorised driver, taking the vehicle off-road, or driving through flood water), the CDW is void and you are liable for the full cost of repair or replacement.
- **Third-party damage** — damage caused to third-party property or persons beyond the limits of the third-party policy.
- **Traffic fines and penalties** — issued in respect of the vehicle during your rental period, plus a reasonable administration fee for processing.
- **Toll charges, ferry fees, parking fines** — and any other statutory charges incurred during your rental period.

- **Cleaning fees** — where the vehicle is returned in a condition materially worse than pickup (excessive soiling, smoke residue, biohazards, pet hair).
- **Lost keys or documents** — replacement cost plus reasonable administration fee.
- **Recovery costs** — where the vehicle is abandoned, immobilised, or requires roadside assistance due to your negligence.

Optional excess reduction

You may reduce or eliminate the Excess by purchasing our Super Damage Waiver ("SDW") at the rate posted at booking. The SDW does not apply to breaches of these Terms as set out above.

Damage inspection

A joint pre-rental and post-rental vehicle inspection is standard practice. You are entitled to be present at both. Failure to attend the return inspection is deemed acceptance of our inspection findings.

10. Post-trip charges

You authorize us to charge, for the following amounts arising after the trip has ended:

- damage costs up to the applicable Excess (or full amount where CDW is void);
- traffic fines, tolls, and administrative fees under section 9;
- cleaning fees, lost-item recovery, and abandonment or recovery costs;
- additional charges you agreed to during the trip (extra waiting time, additional stops, route changes);
- rental fees for any period the vehicle is retained beyond the agreed return date at our standard daily rate.

We will notify you by email at least three (3) business days before applying any such charge, together with an itemised breakdown and supporting evidence. If the amount is disputed, you may respond within the notice period and we will pause the charge pending resolution. This right does not limit your right to raise a chargeback with your card issuer, but we ask that you contact us first so that most disputes can be resolved directly.

11. Our liability to you

What we are liable for

We are liable to you for direct losses that you suffer as a foreseeable consequence of our breach of these Terms or our negligence in delivering the Services. Our total liability arising out of or in connection with any single booking is capped at the total amount you paid us for that booking, except where a higher amount is required by law.

What we are not liable for

To the fullest extent permitted by law, we are not liable for:

- indirect, consequential, or special losses, including missed flights, cruise departures, connecting transport, event attendance, accommodation charges, lost income, or lost enjoyment;
- losses caused by events outside our reasonable control, including but not limited to weather (tropical storms, hurricanes, flooding), acts of government, port or airport closures, civil unrest, road closures, strikes, pandemics, or third-party carrier disruption; and

- losses arising from your own breach of these Terms or from the acts or omissions of third parties whose services you have arranged separately.

Nothing in these Terms limits or excludes any liability we cannot lawfully limit or exclude under the law of Saint Lucia, including liability for death or personal injury caused by our negligence, or liability for fraud or fraudulent misrepresentation.

Personal belongings

We are not responsible for personal items left in a vehicle. If we recover a lost item we will hold it for thirty (30) days and can arrange return shipping at the customer's cost.

12. Force majeure

Neither party is liable for failure or delay in performing its obligations under these Terms where the failure or delay results from events outside its reasonable control, including but not limited to acts of God, tropical storms, hurricanes, floods, fires, epidemics, government orders, curfews, port or airport closures, civil unrest, industrial action, or utility failures. Where a named storm is declared for Saint Lucia by the local meteorological authority and it affects a scheduled booking, the force-majeure protections in section 5 of our Cancellation Policy apply.

13. Website use

You agree to use the Website only for lawful purposes and in a manner that does not:

- attempt to gain unauthorised access to any part of the Website, its servers, or connected systems;
- introduce any virus, worm, or other malicious code;
- scrape, index, or otherwise systematically extract data from the Website except as required for personal, non-commercial use;
- impersonate another person or misrepresent your identity;
- use the Website to send unsolicited communications; or
- reproduce, publish, or redistribute any material from the Website without our prior written consent.

All content on the Website — including text, photographs, logos, videos, and the arrangement of the site — is our property or is used under licence, and is protected by copyright and trademark law. You are granted a limited, non-exclusive, non-transferable licence to view the Website for personal use only.

14. User accounts

Where you create an account on the Website you are responsible for keeping your login credentials confidential and for all activity under your account. You must notify us immediately of any suspected unauthorised access. We reserve the right to suspend or close accounts that are used in breach of these Terms.

15. Third-party links and services

The Website may contain links to third-party sites and services (including Opay, and airline, hotel, or tourism-partner websites). We do not control those third parties and are not responsible for their content, terms, or practices. Your use of any third-party service is governed by the terms of that service.

16. Privacy

Our collection and use of your personal information is described in our Privacy Policy at </privacy-policy/>. By using the Website or making a booking you consent to that Privacy Policy.

17. Reviews and feedback

You may leave reviews and ratings on the Website. Reviews must be honest, based on your own experience, and free of unlawful, defamatory, or offensive content. We reserve the right to moderate, edit or remove reviews that do not meet these standards. By posting a review, you grant us a perpetual, worldwide, royalty-free licence to display and reproduce it in connection with our business.

18. Termination

We may suspend or terminate your access to the Website or any booking without notice where you have breached these Terms in a material way. Termination does not affect any rights or obligations that accrued before termination, including your obligation to pay any outstanding charges.

19. Changes to these Terms

We may update these Terms from time to time to reflect changes to our Services, technology, or applicable law. The current version is always available on the Website; the "Last updated" date at the top shows when it was last changed. Where the change is material and affects a booking you have already made and paid for, the version of the Terms in force on the date of your booking will continue to govern that booking.

20. General

- **Entire agreement.** These Terms, together with the Privacy Policy and Cancellation Policy, form the entire agreement between us with respect to your booking and use of the Website, and supersede any prior representations.
- **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable, that provision is severed and the remaining provisions remain in force.
- **No waiver.** Our failure to enforce any provision of these Terms is not a waiver of that provision.
- **Assignment.** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to a successor in the ordinary course of our business.
- **Notices.** Notices to us should be sent by email to bookings@yourdomain.com. Notices to you will be sent to the email address associated with your booking or account.

21. Governing law and jurisdiction

These Terms and any dispute or claim arising out of or in connection with them, their subject matter, or their formation are governed by and construed in accordance with the laws of Saint Lucia. You and we agree that the courts of Saint Lucia have exclusive jurisdiction to settle any such dispute or claim.

. Contact

For any question about these Terms:

EliteWay Rentals & Transfers

P.O. Box BW430 Baywalk Mall, Rodney Bay

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