



No. 1
Plaint

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

BETWEEN:

Kadean Palmer / Michael Saffell / car rental

Plaintiff

AND:

Gersacia Bedward

Defendant

To the Defendant

73 Windfern close, George town

THIS PLAINT has been issued against you by the above – named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Plaintiff on you, counting the day of service you must either satisfy the claim or return to the Court Office, PO Box 495GT, George Town, Grand Cayman, the accompanying Acknowledgment of Service form stating therein whether you intend to contest this action. If you intend to defend the action, in whole or in part, you must set out **full particulars of your defence** in the space provided in the Acknowledgement of Service form.

If you fail to satisfy the claim or fail to return the Acknowledgement of Service form containing full particulars of your defence, the Plaintiff may apply for a **default judgment** without any further notice to you.

Issued this 6 day of 05 / 2025

See overleaf for particulars of the Plaintiff's claim

PARTICULARS OF CLAIM

(Here set out in numbered paragraphs the grounds upon which the Plaintiff claims that the Defendant is indebted to him or is liable to pay damages to him)

Please see attached

AND the Plaintiff claims:

- 1 The sum of \$ 1,125.
- 2 Interest in the sum of \$ NA calculated at the prescribed rate from to date.
- 3 Fixed costs of \$ 175, alternatively costs to be assessed.



Plaintiff's Signature

Plaintiff's address for service

120 McField Lane, George Town
 107 Pennsylvania Ave. Spotts Newlands
 547-4537

No. 2

Acknowledgment of Service

IN THE SUMMARY COURT AT GEORGE TOWN

Cause No. SC _____ of 20__

Between:

Kabeen Palmer / Road safety car rental

Plaintiff

AND:

Gersecia Bedward

Defendant

ACKNOWLEDGMENT OF SERVICE

1 State Defendant's name and address -

[Empty box for defendant's name and address]

2 State whether the Defendant intends to contest the action.

Yes

No

3 If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4 If you do intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Plaintiff is acknowledged accordingly.

Defendant's Signature

Dated this _____ day of _____, 20__

See Overleaf

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or sent to the Court Office, PO Box 495GT, George Town, Grand Cayman within 14 days of receipt otherwise a default judgment may be entered against you.

**AJ ENTERPRISES LTD T/A ROAD SAFETY CAR RENTAL**

120 Mcfield Lane, George Town, Grand Cayman, Cayman Islands

P.O Box 146, KY1-1401

Tel: +1(345)928-4799 Email: roadsafety@gmail.com

April 18, 2025

This is a letter to explain that despite of several reminders through calls and messages for Mr. Gersecia Bedward, he still failed to respond in regard to clearing his rental balance for 45 days which is equivalent to the amount of \$1,125KYD. Mr. Bedward rented a car from our company since July 12, 2024. Since then he extends for numerous times not until last January 29, 2025 of his last payment for 12 days-\$300KYD. This payment covers until January 25, 2025 only. From that time being he still owes our company a balance of 4 days -\$100 which would have brought it to January 29, 2025.

Mr. Bedward stated that the company that he is working for would have provided him with balance and the extended fee for the usage of the rental car. The company understand his situation and provided him ample time and consideration but still failed to comply. Weeks passed up until now he still avoids to answer our calls and messages.

We went by his house last March 11, 2025 and waited for almost three hours where we saw him and made an agreement in which the company gave him a contract to sign with regards to his balance. Mr. Bedward agreed and stated that he will provide \$400KYD for his first payment out of his own pocket on March 14, 2025 – Friday but he still failed to do so, we asked him to return back the car so we can provide him with the updated contract and balance. On March 17, 2025, he managed to return back the car without informing the company and just left the car parked outside with the key left inside of it.

We contacted him about leaving the car unattended and left without having the updated contract signed. He stated he had meeting to attend. After that we contacted him for several times again and still refused to answer. The company then decided to bring this matter to court for amicable solution.

ROAD SAFETY CAR RENTAL

TEL: +1 (345) 928-4799 EMAIL: roadsafety@gmail.com

DATE: 11/03/2025

Checked on March 11 2025

Re: Outstanding Debt of \$ 1,125 KYD for 45 days

K. Palmer

URGENT DEMAND AGREEMENT FOR

Gersecia Bedward

NAME

This is an agreement between RS Car Rental and the renter Mr./Ms. *Bedward*

You will note that the sum of \$ 400 KYD is due by you. Every week starting Date: _____
balance cleared.

*first payment - March 14 2025
Friday (no payment)*

We would like to draw it to your attention that in the event of non-payment by you. The Company have the right to commence our legal Debt Collection procedure in respect of your case and we will pursue the amount due by you together with legal costs until settled in full.

It is strongly in your Interests to avoid the additional expense and embarrassment of a court appearance. We strongly advise you to take this opportunity to reach an amicable solution.

K. Palmer
RS Car Rental

11/03/2025
Date

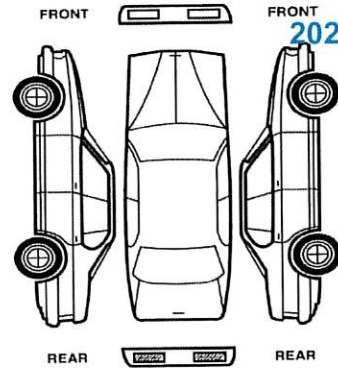
Gersecia Bedward
Customer Name & Signature

11/03/2025
Date



ROAD SAFETY CAR RENTAL

Tel: (345) 928-4799 Email: roadsafety@gmail.com



No 437

THE FOLLOWING RULES WILL APPLY FOR ROAD SAFETY CAR RENTAL

1. ALL DRIVERS MUST DRIVE ON THE LEFT SIDE OF THE ROAD. At no given time should a driving be done while the driver is intoxicated, tired/sleepy or has blurry or impaired vision. Driving on the beach is prohibited and is illegal. All reports made towards any accidents and/or traffic offences involving ROAD SAFETY CAR RENTAL must be paid and accounted for within a 24 hour time period.
2. CAR MUST BE RETURNED IN IMMACULATE CONDITION (AS IT WAS RECEIVED). SMOKING IS PROHIBITED. If upon return of the vehicle the car shows signs that smoking took place or smells foul/musty, the renter of the vehicle will be charged a fine of CI \$50.
3. CAR SHOULD ONLY BE DRIVEN BY THE RENTER THAT HAS SIGNED THE AGREEMENT TO DRIVE THE CAR. A valid driver's license must be presented upon renting the car as well as be in possession of that said driver for at least 1 year. Driver has to be between the ages of 21 and 75 years old.
4. CASH IS NON REFUNDABLE. Once transaction is fully completed ROAD SAFETY CAR RENTAL is not responsible to dispute any monetary returns.
5. RENTER MUST COMPLY WITH SPECIFIC PICKUP AND RETURN DATE/TIME AND FUEL AGREEMENT. For example: if car is picked up at 7:00 am, car should be returned at 7:00 pm. Failure to do so will result in a late fee of CI \$6 US \$8 per hour. Renter should ensure that the car is returned with the same amount of fuel to which it was given to them on the date he/she rented the car.
6. ALL MONETARY FEES MUST BE PAID BEFORE CAR IS PLACED IN THE POSSESSION OF THE RENTER. The renter must pay the required fee based on the rate given by ROAD SAFETY CAR RENTAL in fee amount before car is handed over to the renter.
7. RENTERS MUST GIVE A DEPOSIT OF (100) TO GET FULL ACCESS OF CAR. All renters should deposit (100) in full to Road Safety Car Rental when renting the vehicle, this money will be given back to the "renter" in full if he/she returns the vehicle in the same condition to which he/she was given. If however the vehicle is returned with any damages this deposit will NOT BE REFUNDED.

PLEASE READ EVERYTHING BEFORE SIGNING

By signing below, the RENTER thereby agrees to all the terms and conditions mentioned above in this agreement. This legally gives ROAD SAFETY CAR RENTAL the ability to peacefully repossess the vehicle without notice if it is illegally parked, seems as though it is abandoned or being used in a reckless or dangerous manner or the event that the car is being driven by an unauthorized driver which will then be a VIOLATION OF THE RENTAL AGREEMENT MADE. In addition if the RENTER violates any of the terms and conditions mentioned ROAD SAFETY CAR RENTAL will reserve ALL rights to resolve issues however it deems fit in the Court of Jurisdiction.

TERMS AND CONDITIONS FOR RENTAL AGREEMENT

1. ROAD SAFETY CAR RENTAL is license to rent vehicles defined by the law of the CAYMAN ISLANDS. The vehicle being rented (hereinafter "Car") is the sole property of ROAD SAFETY CAR RENTAL and the person to which the car is being rented (hereinafter "Renter") deems the car to be fit to be driven and is in good condition and therefore accepts with payment and receipt the terms and conditions listed in the rental agreement between ROAD SAFETY CAR RENTAL and the renter. This agreement takes into consideration no oral statements or oral amendments whatsoever and should hereby be amended to conform to the laws of the Cayman Islands.
2. THE RENTER OF THE CAR SHOULD NOT hold Road Safety Car Rental responsible for any damages, injuries or losses sustained/incurred to the renter and any other parties involved as a result of the usage of the car or as a result of any defect that may occur and however it is caused.
3. RENTER OF THE VEHICLE MUST: A. Return the car in the same condition to which it was rented, at the given date agreed upon and at the given time agreed upon by both parties (Road Safety Car Rental and Renter). B. Exercise and operate the car in appropriate/ sensible and lawful manner and ensure that care and caution is exercised at all times. C. Any outstanding money owed should be paid while on island. Prior to leaving the island the renter should ensure that any outstanding fee/s is paid. D. Renter should NOT instruct any third party to pay any outstanding debt. All debts incurred must be paid by the renter to whom the contract was agreed and signed upon and not any third party.

PLEASE READ EVERYTHING CAREFULLY AND THOROUGHLY BEFORE SIGNING

By signing below, the RENTER thereby agrees to all the terms and conditions mentioned above in this agreement. This legally gives ROAD SAFETY CAR RENTAL the ability to peacefully repossess the vehicle without notice if it is illegally parked, seems as though it is abandoned or being used in a reckless or dangerous manner; or any the event that the car is being driven by an unauthorized driver which will then be a VIOLATION OF THE RENTAL AGREEMENT MADE. In addition if the RENTER violates any of the terms and conditions mentioned ROAD SAFETY CAR RENTAL will reserve ALL rights to resolve issues however deem fit in the Court of Jurisdiction.

First Issue Date: [REDACTED]

Full License **L. LEARNERS**

GROUPS

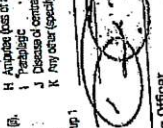
- 0. Mopeds
- 1. Motorcycles with engine capacity not exceeding 125 cc.
- 1A. Motorcycles with a cylinder capacity exceeding 125 cc.
- 2. Group 1, mopeds, tricycles and trucks not exceeding 8,500 lbs. unladen weight and in addition a seating capacity of a trailer not exceeding 2,000 lbs.
- 3. Motorcycles with engine capacity not exceeding 1,000 cc. and mopeds not exceeding a seating capacity of forty persons in addition to the driver, having a trailer not exceeding 10,000 lbs. except Group 1 and 1A.
- 4. All vehicles except Group 1 and 1A.

LEARNER'S CONDITIONS

- i. Must attend on-vehicle lessons "L".
- ii. Must attend class by accompanied and supervised by a licensed driver at least two years, seated next to the learner.
- iii. Other than a motorcycle or moped must wear a seat belt.
- iv. Other than a person within 10 ft. of the motorcycle or moped must wear any passenger seat belt.
- v. In respect of a motorcycle or moped does not carry any passenger unless they hold a license for that group 1 and 1A.

DISABILITIES

- A. Total blindness
- B. Hearing impairment (hearing aid)
- C. Severe muscular weakness
- D. Epilepsy (seizure control)
- E. Dementia
- F. Amnesia
- G. Aphasia
- H. Any other loss of any limb
- I. Psychotic
- J. Diseases of central nervous system
- K. Any other (specify)

Signature of Issuing Officer: 

last payment made.

ROAD SAFETY CAR RENTAL RECEIPT

Date of Payment:
29 JAN 2025

Amount Paid:
\$300 CASH
12 DAYS

Renter's Name:
GERSECIA BEDWARD

Vehicle Type/Color:
WHITE FIT

License Plate No.:
220189

RETURN DATE:
25 JAN 2025

Payment Received by:
QUEENIE /29 JAN 2025
Name/Signature/Date

REMAINING BALANCE
\$100 AS OF 29 JAN 2025

