

# Rental Terms And Conditions

## 1. DEFINITIONS

In this agreement, unless the context indicates otherwise, the following expressions shall bear the following meanings:

- 1.1 "The rental company", "us" and "we" means the rental company , its Sub-Licencees and rental agencies.
- 1.2 "the RENTER" or "you" means the renter 1 and or renter 2 of the vehicle, as indicated overleaf.
- 1.3 "the DRIVER" means you and/or the driver and/or the additional driver as stipulated overleaf.
- 1.4 "the VEHICLE" means the vehicle/s identified in this document or any other replacement vehicle provided to you by us (including the vehicle documents, keys, tyres, tools and accessories supplied with the vehicle).
- 1.5 "the RENTAL PERIOD" means the period between the "Date out (D/T)" and the "Termination Date and Time" as specified overleaf, or if such period is extended, the time and date entered on the The rental company's records.
- 1.6 "the OFFICIAL RATES" means our rates charged from time to time and/or in terms of the official rates published and amended from time to time, applicable to the vehicle rented in terms of this agreement, and which are available at any of our offices.
- 1.7 "the LIABILITY WAIVER" means the waivers as referred to in clause 5 and in the information brochure to include but not limited to the items identified as CDW, SCDW, TLW, and STLW.

## 2. RISK AND DELIVERY

2.1 The vehicle shall be at your sole risk from the date and time of delivery of the vehicle until the vehicle is returned to us. You undertake to return the vehicle undamaged, in good order and in a roadworthy condition, fair wear and tear accepted. The onus is on you to inspect the vehicle immediately upon delivery to ensure that the vehicle is free of any defects and is not damaged / scratched, your failure to do so and to report same to ourselves shall result in the vehicle being deemed to be in good condition, order and repair and you shall accordingly be liable for all and any damages to the vehicle and the related charges therefore.

2.2 You shall return the vehicle, on the expiry or termination of this agreement, at your expense to our authorized representative at the Termination Office described overleaf or such location as agreed to by us and confirmed in this document entered on the RENTAL COMPANY's records.

The renter acknowledges that failure to return the vehicle in terms of this agreement shall constitute illegal possession by him, and THE RENTAL COMPANY may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

2.3 If the renter or the driver or any person nominated overleaf returns the vehicle to any branch of the Licensee, the renter and/or driver and/or such person shall:

2.3.1 park the vehicle in the RENTAL COMPANY's reserved parking;

2.3.2 ensure that the vehicle is properly locked and secure;

2.3.3 hand the keys of the vehicle to an authorized representative of THE RENTAL COMPANY at THE RENTAL COMPANY's offices where the RENTAL COMPANY's offices are open for business;

2.3.4 leave the keys in a drop safe provided at the offices of the RENTAL COMPANY where THE RENTAL COMPANY's offices are not open for business;

2.3.5 The sole risk of loss or damage to the vehicle shall remain vested in you until such time as

we have recorded the return of the vehicle;

2.3.6 In the event that the vehicle has a tracking device installed all or any information obtained by us from such device shall be prima facie proof of all readings and recordings in respect of such vehicle and we shall be entitled to utilize it in any legal proceedings;

### 3. WARRANTIES BY YOU

You warrant that:

3.1 All information given by you to us is true and correct.

3.2 The driver holds a valid driver's license for the vehicle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her driver's license, and will not drive the motor vehicle under the influence of alcohol or any other central nervous system stimulant.

3.3 Neither you, nor the driver, are physically prevented from operating the vehicle safely.

3.4 No person other than the driver and or additional driver recorded in this agreement shall drive the vehicle.

3.5 The driver will lock the vehicle and activate any burglar alarm or protection system installed in the vehicle when same is not in use and ensure that the keys of the vehicle are properly controlled to be kept either on your person, and/or your safe custody.

3.6 The vehicle shall not be used or driven for the conveyance of persons or property for hire, in contravention of or in breach of any law, in any race, speed test or contest, or on roads not properly constructed.

3.7 The vehicle shall not be used or driven in any way which would constitute a breach of any law and or any of the provisions of this agreement.

3.8 You and/or the driver shall at all times display an absolute duty of care towards THE RENTAL COMPANY in respect of the vehicle, in that you/driver shall ensure that the vehicle shall only be used on suitable roads and conditions as in accordance with the type of vehicle hereby rented.

3.9 The vehicle has been rented on the basis that you are not a tour operator or agent/representative for THE RENTAL COMPANY. You further warrant that the vehicle is being used for leisure travel and not for the conveyance of passengers, or freight, or for reward and is not rented for the purposes of a cross-border road transport, as defined by the said Act.

3.10 Neither you nor any third party (authorised or unauthorised) are allowed to use the vehicle in contravention of any Customs and Excise Act.

### 4. PAYMENTS

4.1 You agree to pay us on demand:

4.1.1 the vehicle rental rates as set out overleaf and/or in terms of our official rates, whichever may be applicable;

4.1.2 the cost of fuel supplied for the vehicle by us which cost will be calculated upon return of the vehicle, as well as all delivery and collection charges as stipulated overleaf;

4.1.3 all traffic fine admin fees e-toll surcharges /admin fees per toll transaction, rental admin fees,taxes, charges, stamp duties, levies, legal costs and tolls payable by us to any third party arising out of your use of the vehicle;

4.1.4 all and any costs (including but not limited to) towing charges, losses or damages and charges incurred by us in procuring the return of the vehicle to the Terminating Office described above, or such other location as determined by us;

- 4.1.5 in the event that the vehicle is not returned on the return date, all amounts that would have been payable by you in terms of this agreement if the rental period had been validly extended to the actual date of return of the vehicle to us;
- 4.1.6 all costs incurred by us in repairing any damage of any nature whatsoever to the vehicle including but not limited to damage to the windscreen and/or tyres and any loss or damages suffered by us as a result of theft, fire or any cause whatsoever;
- 4.1.7 such valet charge as may be levied for the cleaning of the vehicle;
- 4.1.8 such accident admin fee, assessors fee and traffic offence/toll handling fee that may be levied by the licensee;
- 4.1.9 the liability amount as stipulated overleaf in respect of the waivers, on the date of incident/accident, irrespective of who caused and/or who was negligent in respect of the collision or loss;
- 4.2 If we have agreed to payment from you by credit card or charge card, your signature shall constitute authority for the issuer of the cards to immediately debit you with the total amount agreed upon, inclusive of all costs and charges of whatsoever nature, arising in terms of this agreement.
- 4.3 All additional charges as indicated overleaf shall be payable by you. All charges may be debited to your credit card from such authorization and / or deducted from any deposit paid. These amounts shall be non-refundable, until such time as we have raised all charges payable in terms of this agreement. Any balance then owing shall immediately be refunded / released to you.
- 4.4 You shall pay all amounts payable by you under this agreement to us, on demand. If any payment is not made on its due date, then we may, without prejudice to any of our rights, charge interest on the amount due at the maximum rate permissible by law.

## 5. LIABILITY WAIVER

- 5.1 If you and or the driver have purchased in advance the collision damages waiver (CDW) and/or theft waiver (TLW) or a super waiver ("SCDW/STLW") as stated above then your liability for such damage may not exceed the amount as stated overleaf.
- 5.2 Any damages caused to the vehicle by pot holes, dust storms, hail, gravel and or sand roads is specifically excluded from the liability waiver as contained in this paragraph 5, and you shall be fully liable for any such damage caused to the vehicle. Any third party property/ apparel, damaged, lost or stolen is not covered by our waivers. In the event that you utilize an attachment /trailer to our vehicle the said waivers shall not apply.
- 5.3 This liability waiver is specifically not valid if you are in breach of this agreement. In this event, any payment received for the liability waivers shall will be utilized as a part payment for all losses suffered by us.
- 5.4 Any tyre, windscreen, water and undercarriage damage is excluded from the waivers, if no theft or collision of the vehicle has occurred.
- 5.5 A claim administration fee, assessors fees and towing charges are payable by you and are not included in any of the waiver charges.
- 5.6 Waiver Cover will automatically include an additional driver for an authorised registered "Take Me Home Services."

## 6. EXTENSION OF RENTAL PERIOD

6.1 You will be entitled at any time during the initial period to extend the rental period orally, via telephonic communication to any one of our offices.

6.2 This extension will however only be valid if made within 2(two) hours of the time at which the vehicle is to be returned, together with an additional payment which has been paid / secured.

6.3 This oral extension will be recorded for reference purposes to protect both of our rights.

6.4 It is your obligation to obtain a reference number in respect of any valid oral extension.

6.5 We reserve the right to request that the vehicle first be inspected prior to any extension being authorized.

## 7. BREACH

7.1 We shall be entitled to terminate this agreement if you and/or the driver commit any breach of this agreement. We shall then be entitled to the immediate return of the vehicle, and furthermore any amount then and there owing by you to us will become immediately due, owing and payable.

7.2 Save for the LIABILITY WAIVER in paragraph 5, both your and our rights and obligations under this agreement shall continue to be in full force and effect until such time as the vehicle has been returned to us in terms of this agreement and you have complied with all your obligations in terms hereof.

## 8. CIVIL DISTURBANCE

8.1 The driver shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest.

8.2 You shall be liable for all damage suffered by us if the driver contravenes this clause for any reason whatsoever.

8.3 Specifically, the liability waiver in paragraphs 5 above will no longer be valid and the damage noted in paragraph 8.2 shall be for your full account.

## 9. INDEMNITY

9.1 Save as is provided for in law and provided that there was no negligence on our part, THE RENTAL COMPANY shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, or any apparel therein including, but not limited to a baby seat, nor for any loss or damages to any property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the renter or the driver or any person transported in the vehicle or any other person may suffer arising out of this agreement. You indemnify us in full in this regard.

## 10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

10.1 If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice our rights, the driver shall take all such steps to safeguard our interests, including, but not limited to the following where

appropriate.

10.1.1 he/she shall obtain the name and addresses of everyone involved and of possible witnesses;

10.1.2 he/she shall not admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;

10.1.3 he/she shall notify the police and us as soon as possible and in any event within 24 (twenty-four) hours of the incident;

10.1.4 within 48 (fourty-eight) hours of the incident he/she shall complete and furnish to us our fully completed standard claim form;

10.1.5 within 48 (fourty-eight) hours of the incident he/she shall submit a copy of his/her driver's licence to us;

10.1.6 he/she shall make adequate provision for the safety and security of the vehicle;

10.1.7 he/she shall cooperate with us and our insurer in any investigation, the lodging or instituting of any claim or action and the defence of any prosecution, claim or action relating to the above;

10.1.8 If you are not the driver, then, without in any way detracting from your obligations in terms of this clause, you shall ensure that the driver complies with the provisions of this clause

10. If you are not the driver and the driver does not comply with the conditions set out in this clause 10, you shall automatically become liable for all damages, including third party claims;

10.1.9 you shall furnish us (and if you are not the driver you shall also insure that the driver furnishes to us) any notice of claim, demand, summons or the like which you or the driver may receive in that regard;

10.1.10 the driver shall not be entitled to effect any repairs to the vehicle whether mechanical, structural or otherwise without the prior written consent of the RENTAL COMPANY.

10.2 We reserve the right to claim for all damages (including undercarriage damage to the vehicle, which is not covered by the liability waiver), resulting from this rental within a reasonable period from date of termination of this rental.

## 11. GENERAL

11.1 You acknowledge that ownership in the vehicle shall at all times remain vested in us, or the true owner of the vehicle.

11.2 You shall not be entitled to cede or assign any of your rights and obligations under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it.

11.3 The cost of fuel is not included in the amount of the rental. We will refuel all vehicles on termination.

11.4 Any tampering by you with the odometer of the vehicle will be regarded as fraud. Where required in determining the rental charges, the distance driven by you or the driver shall be measured from the odometer installed in the vehicle. If such calculation is not practical, or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as we may determine and you shall be obliged to furnish all such information and assistance as we may reasonably require for that purpose.

11.5 If the renter is not the driver, then, without in any way detracting from the renter's obligations in terms of this agreement, the renter and the driver shall be liable to the RENTAL COMPANY jointly and severally for all and or any amounts owing under this agreement including

but not limited to damages.

11.6 Please be advised that although we shall use our best efforts, we are unable to guarantee the delivery of the vehicle to you at a particular time due to possible circumstances beyond our control. In the event that we are however unable to do this, we shall endeavour to make alternative arrangements until such time as we are able to deliver the vehicle to you.

11.7 Save as otherwise stated in this agreement any addition to alteration or cancellation of this agreement shall be null and void unless agreed upon by us in writing.

11.8 The parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the parties, for all purposes under this agreement, notwithstanding that the subject matter or cause of action involved be otherwise beyond the jurisdiction of the said court.

11.9 You choose the address where you will receive notices for all purposes in terms of this agreement, at the renter's address specified overleaf or in the case of that address not being in the Republic of South Africa, at the driver's local address specified overleaf.

11.10 A certificate of any Director, Manager or Accountant of ours as to the amount owed by you to us shall on the face of it constitute proof of the amount owing.

11.11 This document contains the entire agreement between the parties regarding the matters contained herein and the RENTAL COMPANY shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

11.12 It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses shall be and continue to be of full force and effect.

11.13 This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa

11.14 The renter hereby consents and authorises the RENTAL COMPANY to disclose all relevant information of the renter/driver to SANRAL for the recovery of any e-toll transaction in respect of the driving of the vehicle.

11.15 The renter consents to any credit/ information check that may become necessary.