

DEFINITIONS

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

“The Agreement”: means the terms and conditions contained in this document and the Rental Agreement;

“The Company”: means SANI Fleet Management (Pty) Ltd t/a SANI Van Rental with registration number: 2015/323853/07.

“The Renter”: means all the persons whose names appear on Rental Agreement as Renter, Operator of The Vehicle, Additional Driver and/or Driver as well as the Corporate Client.

“Corporate Client” means a legal entity that holds a valid corporate account with The Company and who qualifies for fixed preferential Rental Rates.

“Partial Bill Back Account” means separate billing and splitting of applicable charges by the Company between the Agent and the Renter by means of separate tax invoices issued by the Company.

“The Agent” means the legal entity that provides an intermediary service to the Renter and who holds a Partial Bill Back Account.

“The Rental Agreement”: means the rental agreement issued by The Company to you The Renter. The Renter’s signature of the Rental Agreement, whether physically or electronically, has the legal effect of creating a binding Agreement between The Renter and The Company.

“Delivery of the Vehicle”: takes place at the time that the Renter and/or its representative takes possession of the keys and/or The Vehicle.

“The Rental Period”: means the period between the Commencement date of the rental of The Vehicle and the end date, which dates are stipulated on the Rental Agreement or any extension thereof.

“The Commencement Date”: means the date stipulated on The Rental Agreement on which The Renter is supposed to take delivery of The Vehicle

“The End Date”: means the date on which The Renter must return The Vehicle together with its keys to The Company as stipulated on the Rental Agreement or the date on which the Company takes delivery of The Vehicle from The Renter.

“The extension of the rental period”: means any extension to the Rental Period, beyond the return date as stated on The Rental Agreement. and if such an extension of the rental period has been authorised by The Company in writing.

“The Vehicle”: means the vehicle as is described in The Rental Agreement as being

hired with all its keys, tyres, accessories, spares, documents, equipment and tools, in and on The Vehicle when The Renter takes delivery of The vehicle at the renting location and includes any replacement for The Vehicle which has been officially authorised by The Company for any reason whatsoever.

“He or His”: means whenever used in reference to The Renter, “he or his shall”, in the event of The Renter is a firm, partnership, corporation, company trust, voluntary association or club, be deemed to refer to such firm, partnership, corporation, company, trust, voluntary association or club.

“Waiver”: means a reduction of The Renter’s liability in the event of an accident, theft, and/or loss of a Vehicle. Note that a Waiver is not insurance. It is a legal, compulsory agreement between The Company and The Renter which limits the amount that a Renter has to pay in respect of a claim against The Renter in the event of loss of The Vehicle, damage relating to an accident, and theft.

“Damages”: means any and all damages suffered by The Company, including the actual expenditure incurred in towing, transporting and/or storing The Vehicle, repairing any damage (including tyre and rim damage), replacing of parts and/or accessories (without allowing for depreciation), payments made to an expert to inspect collision damage and report thereon, or any other damages, costs or expenses incurred by The Company of whatsoever nature and includes total loss where applicable.

“The Auto Dealers Guide”: means the Mead & Grouther’s publication or similar publication, which includes, the recommended selling prices of motor vehicles.

“Additional Driver”: means any person, identified on the Rental Agreement, who, in addition to The Renter, is authorised to drive The Vehicle as an additional driver.

“Young Driver”: means any Renter who is under the minimum age of 21 (Twenty-One) years and is in possession of a valid driver’s license for a period of 1 (One) year. A once-off young driver surcharge is payable.

“Windscreen”: means the glass screen at the front of The Vehicle only and excludes back window side windows, mirrors and lights.

“Third Party” means a person, legal entity or organisation other than a party to the Rental Agreement that has suffered Third Party Damage.

“Third Party Damage” means any claims made by a Third Party in respect of damages or loss that The Renter has actually or is alleged to have caused to either the person, property or vehicle of a Third Party whilst driving The Vehicle during the Rental Period.

“Tyre”: means rubber wheel covering the outside of the rim in respect of any wheels of The Vehicle, including the spare wheel.

“Holding Deposit”: means a deposit paid by The Renter and held by The Company on the Commencement Date for all additional costs incurred whilst hiring The Vehicle.

The Holding Deposit Amount is subject to the type of vehicle in a specific group and/or class.

“Damage Liability Amount”: means the amount that The Renter is liable to pay to The Company for damage/ loss, payable per incident based on the Damage and Theft Loss Waiver as it appears on the face of the Rental Agreement and subject to terms and conditions of this Agreement.

“Writing / Written” includes by letter, e-mail, SMS, WhatsApp and or any form of electronic communication.

1. RENTAL

- 1.1 The Company rents The Vehicle to The Renter with all accessories, spares, equipment and tools. An equipment checklist may specify only some of the accessories, equipment, spares and tools. The Renter must ensure that the equipment checklist is completed prior to taking delivery of The Vehicle.
- 1.2 The Vehicle is hired to The Renter for the Rental Period, subject to the terms and conditions contained herein. In the event that The Renter wishes to extend the Rental Period, The Renter must request such extension at least 24 (Twenty-Four Hours) in writing before the expiry of the original Rental Period. The Renter may only utilise the vehicle for the Rental Period or authorised extension of the rental period.
- 1.3 The Company reserves the right in its sole discretion to terminate this Agreement at any time should The Renter be in breach of any of the terms and conditions of this Agreement during the Rental Period. Upon termination of this Agreement, The Company will take possession of The Vehicle and shall not be obliged to provide The Renter with a similar or alternative vehicle under this or any further agreement.
- 1.4 The Renter may not terminate this Agreement prior to the end date of the Rental Period without the prior written consent of The Company, which consent shall be requested within a reasonable time from The Company. Should The Company approve the reduction in the Rental Period, The Company is not obliged to grant The Renter a reduction on, remission or refund of, any changes for early termination.
- 1.5 The Company reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Renter’s application to rent a Vehicle or accept any method of payment and The Renter shall have no recourse against The Company as a result thereof.
- 1.6 The Company reserves the sole and absolute discretion to withhold delivery of The Vehicle if, at the Commencement date it is determined that The Renter, who holds an account with The Company, has exceeded their credit limit and/or owes any outstanding amounts to The Company, although a rental reservation has been confirmed. The Renter shall have no recourse against The Company as a result of this action.

2. RENTAL CHARGES PAYABLE AND PAYMENT

- 2.1 The Renter undertakes to pay The Company all charges incurred in respect of the rental of The Vehicle, plus any and all additional charges and miscellaneous services, which arise from this Agreement, up and until The Vehicle is returned.
- 2.2 The rental fees payable include, but are not limited to, the following:
 - 2.2.1 A charge out rate as described in the “Sani Van Rental Quote” “Website” or “Rate Chart” which The Renter acknowledges and agrees that he has read, calculated on a 24-hour basis from the time The Vehicle is delivered to the time The Vehicle is returned and/or alternatively collected;
 - 2.2.2 The Damage Liability waiver charged, where applicable in terms of this Agreement;
 - 2.2.3 All payments in respect of rental and any other charges levied in terms of this Agreement, together with any taxes, are due and payable on demand, and at the latest on expiry of the Rental Period. The Renter shall not set-off or withhold payment of any amounts due to The Company in terms of this Agreement for any reason whatsoever.
- 2.3 Additional fees and charges may be payable by The Renter for and on the rental of The Vehicle, if and when applicable.
- 2.4 Mandatory charges may include, (but are not limited to) a contract fee, drop off fees, compulsory damage waiver, traffic fine administration fee, accident/damage administration fee, the holding deposit and an additional driver and or young driver surcharge.
- 2.5 Miscellaneous charges may include, (but are not limited to), charges relating to rubberising, valet, tracking and recovery, breakdown call-out fees; Vehicle relocation costs and any penalties relating to “no show” missed service intervals, and warranty reinstatement costs.
- 2.6 Young driver-surcharge will apply if the driver is younger than 21 (Twenty-One) years. The Young driver must be in possession of a valid driver’s license for a period of more than 1 (One) year. The Renter further confirms that he is over the age of 21 (Twenty- One) years and has had a valid driver’s license for a period of more than 1 (One) year.
- 2.7 The Renter will be liable to pay any traffic fine(s) and an administration fee as indicated on the face of the Rental Agreement, for traffic fines issued against The Vehicle per Incident while it was in the possession of The Renter.
- 2.8 The Renter will be liable to pay a Damage /Loss claim handling fee as indicated on the face of the Rental Agreement in respect of either an accident,

alternatively damages to The Company's vehicle. The claim's handling fee is payable for each incident.

- 2.9 The Renter must report lost or damaged keys to The Company as soon as The Renter becomes aware of the loss or damage. The Company reserves the right to replace the key, spare keys and lockset of The Vehicle and charge The Renter for all related expenses (including but not limited to: costs relating to the procurement of keys, spare keys, locks, call out fees, vehicle recovery and relocation costs), irrespective of the cause of the loss or damage. Keys locked inside the vehicle may only be retrieved by a reputable locksmith and The Renter shall be liable for the locksmith expenses.
- 2.10 All payments are due on demand, but at the latest on expiry of the Rental Period or the expiry of any extension of the rental period in terms of this Agreement. All charges payable by The Renter shall be paid by way of a Credit Card, EFT or any other acceptable means of payment as agreed by The Company in writing, which may include pre-payment of rental charges in advance or payment in accordance with the payment terms of a current and valid Corporate Account.
- 2.11 The Renter agrees and confirms that The Renter is not allowed, for any reason whatsoever, to deduct or withhold the payment of any amount(s) due to The Company in terms of this Agreement.
- 2.12 The Renter remains liable for the payment of any amounts due in terms of this Agreement, which are not paid or settled in full by the issuer of the credit card.
- 2.13 The Renter unconditionally and explicitly authorise The Company to debit The Renters account with the applicable charges as soon as The Renter has been notified of the charges and provided with the supporting documentation. The Renter acknowledges and agree that any damages identified at the time of the return of The Vehicle will have to be assessed and evaluated before supporting documentation can be furnished, potentially causing a delay in the billing process.

3. AVAILABILITY OF VEHICLES

- 3.1 All makes and models requested by The Renter are subject to the availability of vehicles within the fleet of The Company.
- 3.2 The Company reserves the right to provide a similar or alternative make and/or model of vehicle to The Renter without prior notice. A similar or alternative vehicle will be provided at the same rate or less than the original rate, subject to the make and/or model of The Vehicle.

4. THE RENTER'S OBLIGATIONS IN TERMS OF THIS AGREEMENT

- 4.1 The Renter is responsible for the care of The Vehicle from the time that he takes delivery of The Vehicle and while in his possession and The Renter must ensure that sufficient engine coolant, oil and fuel are maintained and that the

tyre pressure and wheel alignment remain in the same state as on the date of delivery and or collection of The Vehicle to the Renter. The Renter must ensure the correct fuel type for the Vehicle is used when refuelling during the Rental Period.

- 4.2 The Renter must ensure that The Vehicle is secured and protected at all times and is kept in a secure place when The Vehicle is not in use. The Renter must ensure that the alarm and any security devices are activated at all times and that all doors and windows are locked and/or secured. The Renter shall not cause or allow The Vehicle to be abandoned, neglected, abused, damaged or modified in any way. The Renter must ensure that The Vehicle key is kept in safe custody at all times and in The Renters possession.
- 4.3 The Renter must ensure that The Vehicle is driven on a public road at all times. The Company reserves its right in its sole discretion to restrict the use of The Vehicle in certain areas where there is a concern due to adverse road conditions, weather conditions and/or political unrest or any other condition.
- 4.4 The Renter must not cause or permit The Vehicle to be driven unlawfully or illegally or to be used for any unlawful purpose or a purpose for which it was not designed, or in such a way to increase the risk of being damaged, lost or to be overloaded. The Renter must obey the rules of the road and local traffic regulations with specific reference to driving on the correct side of the road, adhering to traffic signals, lane changing and local speed limits.
- 4.5 The Renter is not allowed to use The Vehicle:
 - 4.5.1 for the conveyance of passengers and/or goods for payment (unless authorised by The Company in writing);
 - 4.5.2 to propel or tow any other vehicle, including any caravan or trailer (unless authorised by The Company in writing);
 - 4.5.3 in any motor sport or similar high-risk activity;
 - 4.5.4 in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned.
- 4.6 The Renter is not permitted to use The Vehicle outside of the borders of the Republic of South Africa unless prior written consent was obtained from The Company.
- 4.7 The Renter is not allowed to hire or lend the Vehicle to anyone or permit The Vehicle to be in the possession or control of anyone other than The Renter or the Additional Driver as stated on the face of the Rental Agreement.
- 4.8 In the event that The Renter has hired The Vehicle for a period in excess of 30 (thirty days) plus days, as referred to in the Sani Van Rental's Rental Agreement, The Renter shall return The Vehicle to The Company at The

Company's premises, every 30 (Thirty) days calculated from the commencement date, as stipulated on the face of the Rental Agreement, to conduct an inspection on The Vehicle, alternatively at any time sooner at the request of The Company.

- 4.9 In the event that The Renter has hired The Vehicle for an extended rental period, as stated in clause 4.8 above, the onus will be on The Renter to return The Vehicle to The Company at The Company's premises for its services, as indicated by The Vehicle on board system or any alternative indicator such as the Service Sticker and or Check-Out inspection report.
- 4.10 The Company reserves the right to inspect The Vehicle at any time and The Renter must at all times cooperate with The Company to make The Vehicle available for inspection.
- 4.11 The Renter shall not drive and/or permit any operator and/or Additional Driver to drive, The Vehicle under the influence of alcohol, drugs or medication or any other intoxicating substance.
- 4.12 The Renter shall not exceed the applicable speed limit, take extra care when driving on gravel and dirt roads and must always consider the prevailing road and traffic conditions when driving.
- 4.13 The Renter must, in the event of The Vehicle being involved in an accident or being stolen, report such incident to the local Police within 24 (Twenty-Four) hours and The Company within 3 (Three) hours of becoming aware of the occurrence, irrespective of third-party involvement. The Renter must provide The Company with the relevant Police Accident Report and complete all prescribed documentation, including The Company Claim Form fully and truthfully. The Renter shall assist and co-operate with The Company in investigating and finalising such an incident or any dispute that may arise from any such occurrence.
- 4.14 The Renter must call the SANI 24 Hour Roadside & Emergencies Call centre immediately to report a breakdown, incident or accident. If The Vehicle is incapable of being driven, The Company will appoint an authorised towing company to tow The Vehicle. The Renter will be held liable for any charges resulting from unauthorised towing of The Vehicle.

5. AUTHORISED DRIVERS

- 5.1 The Renter confirms that he and "any authorised driver" has an unendorsed and valid driver license which remains valid for the Rental Period.
- 5.2 In the event that The Renter is not a South African citizen, or does not have a valid South African driver's license, The Renter must produce an international driver's license or alternatively a valid driver's license of his origin / resident country for the rental of The Vehicle.

6. RISK

- 6.1 The Vehicle is hired to The Renter by The Company at the sole risk of The Renter, from the date and time of delivery and or collection of The Vehicle until such time as The Vehicle together with its keys are returned to The Company's premises. In the absence of any written notification from The Renter to The Company to the contrary, The Vehicle is deemed to be delivered to The Renter by the Company without any damage and in good order and repair, and without any damage (including but not limited to the paintwork, upholstery, tyres, windshield, side glass, lights and accessories) unless any damage to the Vehicle is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of The Vehicle (fair wear and tear excluded), it will be accepted that The Vehicle was delivered to the Client without any damages and any damage recorded at the time of the return of The Vehicle (fair wear and tear excluded) will be for the account of the Client.
- 6.2 The Company will not be held liable for any damages sustained or further liability which The Renter incurs as a result of hiring The Vehicle, from any cause arising whatsoever, whether negligently or otherwise. The Company is not responsible for any defect of any nature whatsoever in The Vehicle at the time of hire, alternatively, any defect that may arise during the Rental Period.
- 6.3 The Renter indemnifies The Company, against any claim by any person for any damage of any nature whatsoever arising, as a result of any incident involving The Vehicle, whether as a result of The Company's negligence (except The Company's Gross Negligence) or otherwise.
- 6.4 Notwithstanding any Waivers in place, The Company shall not be liable for any damage arising out of any defect in, or mechanical failure of The Vehicle, nor for any indirect damages, consequential loss, loss of profit or any other damages which The Renter, Additional Driver or any other third party transported in The Vehicle may suffer, arising out of this Agreement.
- 6.5 The Renter confirms no representation or warranty has been made by The Company with regard to defects in delivery time, condition quality, and state of repair, performance capability, fitness or suitability for any purposes, of The Vehicle.
- 6.6 The Renter's sole risk of loss or damage to The Vehicle shall remain vested in him until such time as The Vehicle and its keys, all accessories, equipment, spares and tools of The Vehicle are returned to The Company undamaged, in good order and roadworthy condition, fair wear and tear excepted.

7. DAMAGE AND THEFT LOSS WAIVER

- 7.1 The Renter is obliged to accept cover from The Company in respect of a Waiver Protection Package and can elect to upgrade from the compulsory STANDARD WAIVER to an additional SUPER WAIVER at an additional cost. All vehicles hired from The Company are hired subject to acceptance of a minimum of the compulsory STANDARD WAIVER option.

7.2 Declination of Liability Waivers as offered by Company, applicable only to corporate customers, who conform to the below-listed prerequisites:

- A valid Corporate Account is opened in the Corporate Company Name.
- The Corporate Customer signed the Companies Self Insured Agreement.
- A Corporate Customer provides The Company with written proof from their Insurer that all rented vehicles are comprehensively insured.
- The insurance policy presented is accepted by The Company.

7.3 The Damage Liability Amount applicable to the STANDARD or SUPER WAIVER respectively is contained on the front page of the Rental Agreement for the Rental Period and is subject to this Agreement.

7.4 The Renter shall be liable for any and all loss/damage of, or to The Vehicle sustained by The Company, arising from any cause whatsoever, subject to the Damage Liability Amount payable, as described in the front page of the Rental Agreement, where applicable, and subject to the terms and condition of this Agreement.

7.5 The Renter will, subject to clauses 8 and 9, be liable for the Damage Liability Amount applicable irrespective of the manner in which an incident occurred or whether the damage was due to negligence of a third party.

7.6 In the event of The Vehicle being stolen or considered beyond economical repair; the replacement value will be the retail value as contained in the Auto Dealers Guide as at the time of such loss as well as all accessories, spares, equipment and tools. In the event of The Vehicle being less than (1) one-year-old, the cost thereof shall be the retail value of a new vehicle. All accessories, spares, equipment and tools, irrespective of the age of The Vehicle, will be replaced as new.

7.7 Any breach of the terms and conditions contained in this Agreement:

7.7.1 may result in The Company, in its sole discretion, withholding a replacement vehicle from The Renter; and

7.7.2 will result in The Renter being deemed fully liable for all damages to The Vehicle and for Third-Party Damage, irrespective of any Waivers in place.

7.8 Notwithstanding anything in this Agreement, The Company shall not be obliged to make, institute or proceed with any claim which The Company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with The Vehicle and accordingly, The Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms it deems fit.

8. STANDARD WAIVER

8.1 Upon acceptance of the Standard Waiver, The Renter agrees to pay the Damage Liability Amount applicable in respect of any damage and/or loss suffered from any cause whatsoever, including hail damage, subject to the following exclusions, in which event the Renter will be held liable in full for payment of all damages in terms of this Agreement:

- 8.1.1 The Renter acted in a grossly negligent manner or acted with wilful and intentional misconduct (including, but not limited to, speeding)
- 8.1.2 Where damage was caused to upholstery and/or carpets;
- 8.1.3 Where damage and/or loss is sustained to accessories such as tools, jack, triangle, canopy, tyres and/or rims and/or hubcaps and or glass/auto-glass of The Vehicle.
- 8.1.4 In the event of a collision and/or loss of The Vehicle which is not reported within twenty-four (24) hours as required;
- 8.1.5 Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company;
- 8.1.6 Where a non-designated driver or drivers have caused the loss and/or damage;
- 8.1.7 Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;
- 8.1.8 Where the damage/loss is sustained by water and/or under-carriage damage;
- 8.1.9 Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel;
- 8.1.10 Unauthorised salvage and/or towing and/or release fees;
- 8.1.11 Contravention or breach of any term of this Agreement by The Renter or Additional Driver;
- 8.1.12 Hitting another vehicle from behind;
- 8.1.13 A third-party vehicle was being towed by The Vehicle (unless authorised by The Company in writing);
- 8.1.14 The Vehicle was being towed by a third-party Vehicle;
- 8.1.15 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.
- 8.1.16 Lost or damaged to keys are not covered under the Damage and Theft Loss Waiver.

8.2 Subject to the provisions of Clause 8.1, The Renter will under the following circumstances be liable for double the Damage Liability Amount applicable to the **Standard Waiver**:

8.2.1 If The Vehicle was rendered uneconomical to repair i.e.: a write-off;

8.2.2 If The Vehicle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and /or a hit and run incident; and/or

8.2.3 If The Vehicle was stolen or hijacked.

9. SUPER WAIVER

9.1 Upon acceptance of the Super Waiver, The Renter agrees to pay the reduced Damage Liability Amount applicable in respect of any damage and/or loss suffered from any cause whatsoever, including hail damage, subject to the following exclusions, in which event the Renter will be held liable in full for payment of all damages in terms of this Agreement:

9.1.1 The Renter acted in a grossly negligent manner or acted with wilful and intentional misconduct (including, but not limited to, speeding)

9.1.2 Where damage was caused to upholstery and/or carpets;

9.1.3 Where damage and/or loss is sustained to accessories such as tools, jack, triangle, canopy, tyres and/or rims and/or hubcaps and or glass/auto-glass of The Vehicle;

9.1.4 In the event of a collision and/or loss of The Vehicle which is not reported within twenty-four (24) hours as required;

9.1.5 Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company;

9.1.6 Where a non-designated driver or drivers have caused the loss and/or damage;

9.1.7 Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;

9.1.8 Where the damage/loss is sustained by water and/or under-carriage damage;

9.1.9 Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel;

9.1.10 Unauthorised salvage and/or towing and/or release fees;

9.1.11 Contravention or breach of any term of this Agreement by The Renter or Additional Driver;

9.1.12 Hitting another vehicle from behind;

9.1.13 A third-party vehicle was being towed by The Vehicle (unless authorised by The Company in writing);

9.1.14 The Vehicle was being towed by a third-party Vehicle;

9.1.15 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.

9.1.16 Lost or damaged to keys are not covered under the Damage and Theft Loss Waiver.

9.2 Subject to the provisions of Clause 8.1, The Renter will under the following circumstances be liable for double the Damage Liability Amount applicable to the **Super Waiver**:

9.2.1 If The Vehicle was rendered uneconomical to repair i.e.: a write-off;

9.2.2 If The Vehicle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and /or a hit and run incident; and/or

9.2.3 If The Vehicle was stolen or hijacked.

10. TYRE AND WINDSCREEN DAMAGE WAIVER

10.1 Cover includes damage to the:

10.1.1 Windscreen;

10.1.2 Four tyres including the spare tyre.

10.2 Upon acceptance of the Tyre and Windscreen Damage Waiver, The Renter agrees to pay the applicable Claims administration amount only in respect of any damage and/ or loss suffered from any cause whatsoever in respect of the Windscreen and/or the Tyres, subject to the following exclusions, in which event The Renter will be held liable for payment of the full cost of the damage in terms of this Agreement: -

10.2.1 Damaged caused due to Gross Negligence or Intentional Conduct;

10.2.2 Where damage and/or loss is sustained to rims and/or hubcaps and or rear window, side windows, mirrors and lights of The Vehicle;

- 10.2.3 Where The Vehicle was driven in or to a country and/or area, for which written approval was not obtained from The Company;
- 10.2.4 Where a non-designated driver was driving The Vehicle;
- 10.2.5 Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;
- 10.2.6 In the case of a major accident, the cost of the damage to the windscreen and tyres are deemed to be covered under the applicable **Damage and Theft Loss Waiver** cover (subject to the conditions and exclusions applicable to **Damage and Theft Loss Waiver**) and will form part of the overall cost of the repairs and are not excluded under the Windscreen and Tyre damage waiver;
- 10.2.7 Theft of Tyres is not covered under the WINDSCREEN AND TYRE DAMAGE WAIVER;
- 10.2.8 Contravention or breach of any terms of this Agreement by The Renter Additional Driver;
- 10.2.9 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.

11. THIRD-PARTY DAMAGE WAIVER

- 11.1 The Renter agrees and confirms that, irrespective of whoever is the cause of any collision, loss and/or damages, no third-party cover whatsoever will be provided by the Company.
- 11.2 Any claim for damages by a third party received by the Company will be redirected to the Renter.

12. PROCEDURE IN THE EVENT OF AN ACCIDENT OR THEFT OF THE VEHICLE

- 12.1 If at any time The Vehicle is damaged stolen or lost, The Renter and/or driver shall take every reasonable precaution to safeguard the interest of The Company, including, but without being limited to, the following where appropriate:
- 12.1.1 The Renter must, in the event of The vehicle being involved in an accident or being stolen, report such incident to the local Police within 24 (Twenty-Four) hours and The Company within 3 hours of becoming aware of the occurrence, irrespective of Third- Party involvement. The Renter must provide The Company with the relevant Police case number and complete all prescribed documentation, including The Company Claim Form, fully and truthfully. The Renter shall assist and co-operate

with The Company in investigating and finalising such incident or any dispute that may arise from this;

- 12.1.2 The Renter shall obtain the name(s) and addresses of everyone involved and of possible witnesses;
- 12.1.3 The Renter shall not admit any responsibility or liability nor 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;
- 12.1.4 The Renter shall make adequate provision for the safety and security of The Vehicle and will not abandon The Vehicle under any circumstances;
- 12.1.5 The Renter shall co-operate with The Company and/or its agents in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident. Including providing an affidavit if requested to do so;
- 12.1.6 The Renter shall not authorise and/or agree to the towing of The Vehicle, without the prior consent of The Company;
- 12.2 The Renter shall within 24(Twenty-Four) hours of receipt thereof furnish to The Company, (and if The Renter is not the driver, The Renter shall ensure that the driver does) any notice of claim, demand, summons or the like which The Renter or the driver may receive in connection with The Vehicle.
- 12.3 The Renter and/or driver warrants that the information completed in The Company's claim forms referred to in 4.13 and 12.1.1 will be complete, true and correct in every respect.
- 12.4 The Renter must call the SANI 24 Hour Roadside & Emergencies Call centre immediately to report an accident. If The Vehicle is incapable of being driven, The Company will appoint an authorised towing company to tow The Vehicle. The Renter will be held liable for any charges resulting from unauthorised towing of The Vehicle.
- 12.5 Notwithstanding the provisions of clauses 8 and 9, The Renter agrees that if The Vehicle was damaged as a result of an incident, accident or theft (and/or multiple incidents or accidents) during the course of the rental period, and the incident(s), accident(s) or theft was not reported to the Company, the Renter shall be liable for the full cost of the damage or loss.

13. FORCE MAJEURE

- 13.1 The Company shall not be liable to The Renter for its failure to perform nor any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay is caused by force majeure, which includes, but is not limited to acts of God, legislation, insurrection, sanctions, epidemic, pandemic, trade embargo or any economic or other cause.

14. CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION

By signing this Agreement, The Renter consents to –

- 14.1 the processing and further processing of his personal information by The Company or any of its operators or agents on the condition that they will secure the integrity and confidentiality of The Renter's personal information. The Renter further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa;
- 14.2 the collection of information by The Company from any other source to confirm and supplement the personal information which The Company has about The Renter;
- 14.3 the retention by The Company of records of The Renter's personal information for as long as permitted for legal, regulatory, fraud prevention, financial crime and marketing purposes;
- 14.4 The Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- 14.5 The Company to make use of The Renter's personal information provided to the Company for purposes of tracking and recovering (which includes triangulation of cellular phones in accordance to the RICA Act 70 of 2002) in the event that The Vehicle if it is not returned to the Company at the end of the Rental Period;
- 14.6 The Company, its operators and/or agents, tracking The Vehicle for purposes of monitoring The Renter's use of the Vehicle and recovering The Vehicle and the Company disclosing the tracking report to its insurance company, The Renter's employer (if the employer is responsible for payment) and any other third party having a legitimate interest;
- 14.7 the Company disclosing The Renter's personal information to the Company's agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of The Vehicle during the Rental Period;
- 14.8 the Company disclosing The Renter's personal information to the Company's affiliated companies, subsidiaries, agents, or Third Party's in the case where The Renter acted in breach of the Rental Agreement and/or for the purpose of redirecting Third-Party damage claims.

15. GENERAL

- 15.1 This document contains the entire Agreement between the parties, and The Company shall not be bound by any undertakings, representations, warranties,

promises, or the like not recorded herein. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of this Agreement and shall not affect the validity of these provisions.

- 15.2 No variation, alteration, addition to and/or omission from this Agreement shall be valid/binding unless done in writing and signed by all parties.
- 15.3 By acceptance of these terms and conditions, The Renter permits The Company to cede any of its rights in terms of this Agreement to any party including but not limited to a service provider, legal representative or debt collector who is appointed for the purposes of enforcing The Renter(s) rights in terms of this Agreement.
- 15.4 The Renter chooses the address stated on the face of The Rental Agreement as a registered/legal address. The Company's registered address is 31 Dr Volsoo Drive, Bartlett, Boksburg, Gauteng, Republic of South Africa.
- 15.5 The Parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or in the event that the claim may exceed the jurisdiction of the Magistrate's court.
- 15.6 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 15.7 A certificate signed by any director, manager or other senior employee of The Company shall be legal proof of any amount owing by The Renter to The Company.
- 15.8 The Renter may not withhold the return of The Vehicle to the Company for any reason whatsoever, and any delay in returning The Vehicle shall be deemed to be an unauthorised extension of the Rental Period, and The Renter will be liable for any and all charges levied in respect of such unauthorised extension.
- 15.9 In the event that The Company incurs expenses in recovering any monies due to it from The Renter or any other person arising from this Agreement, The Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees.
- 15.10 If The Renter is not the driver, then and in that event, without in any way derogating from The Renter's obligations in terms of this Agreement, The Renter, Additional Driver and/or any unauthorised driver may be liable to The Company, jointly and/or independently for all and any amounts owing under or in terms of this Agreement, including but not limited to damages.
- 15.11 By virtue of The Renter's signature on the Rental Agreement, he accepts liability for all amounts that may become due and owing by The Renter to The Company arising from this Agreement.

- 15.12 The Renter hereby consents and authorises The Company or its nominated representative to undertake any enquiry The Company deems fit about The Renters credit and or criminal record with any credit bureau, credit agency and/ or other third parties to confirm details of The Renter as and when the need arises.
- 15.13 The Renter further permits The Company to report payment default(s) in terms of this Agreement to any credit bureau in conformance with the National Credit Act 34 of 2005. The Company will not accept liability for any losses incurred as result of such adverse listing.