

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 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.
- “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 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 on which The Renter takes delivery of The Vehicle.
- “The End Date”** means the date on which The Renter must return The Vehicle 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, which will come into effect should The Vehicle not be returned to the Company for any reason whatsoever, on the return date as stated on The Rental Agreement and/or any extension authorised by The Company.
- “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 and/or Third Party Damage. 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, theft, and/or Third Party Damage.
- “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.
- “Third Party Liability Damage Cover”** means the limited cover provided by The Company to The Renter against Third Party Damage in terms of this Agreement.
- “Third Party Damage Liability Amount”** (TPDLA) means the amount that The Renter is liable to pay to a Third Party for Third Party Damage, which amount is as indicated on the face of The Rental Agreement and subject to the terms and conditions of this Agreement.
- “Third Party Damage Buy-Down Waiver”** (TPDB-DW) means the applicable Waiver option selected by The Renter to reduce the Third Party Damage Liability Amount as it appears on the face of the Rental Agreement.
- “Maximum Amount”** means the maximum amount of Third Party Liability Damage Cover provided as it appears on the face of the Rental Agreement.
- “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 type of Waiver selected as it appears on the face of the Rental Agreement and subject to terms and conditions of this Agreement.

1. RENTAL

- 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.
- 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) before the expiry of the current Rental Period.
- 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.
- 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 charges for early termination.
- 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.
- 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 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

- 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.
- The rental fees payable include, but are not limited to, the following:
 - A daily charge out rate as described in the “Sani Van Rental Brochure” “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;
 - The Damage Liability waiver charged, where applicable in terms of this Agreement;
 - 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 cause whatsoever.
- Additional fees and charges may be payable by The Renter for and on the rental of The Vehicle, if and when applicable.
- Mandatory charges can upon election by Renter include 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.
- 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.
- 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.
- The Renter will be liable to pay any traffic fine 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.
- 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 and/or for any Third Party Damage. The claims handling fee is payable for each incident.
- Vehicle keys and locks which are lost/damaged must be reported to The Company as soon as possible. The new key and lockset will be purchased from the Manufacturer by The Company and the cost of replacement and cost of fitting will be for The Renter’s account. If the key is locked inside The Vehicle, the costs of a reputable locksmith to retrieve the key will be for The Renter’s account.
- All payments are due on demand, but at the latest on expiry of the Rental Period or any valid extension thereof, in terms of his Agreement. All charges payable by The Renter shall be paid by way of a credit card or EFT or any other acceptable means of payment as agreed by The Company on termination of the Rental Period, unless in The Company’s sole discretion it requires all charges to be prepaid in advance or if The Renter has a valid and current account with The Company.
- 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.
- 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.

Signatory: _____ Witness 1: _____ Witness 2: _____

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 while in his possession and he 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 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 or Namibia 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. 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 brochure, 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.
- 4.8 In the event that The Renter has hired The Vehicle for an extended rental period, as stated in clause 4.7 above, The Renter must 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.
- 4.9 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.
- 4.10 The Renter shall not exceed the applicable speed limit on national roads, gravel roads, or dirt roads, (limited to 60 km per hour). The Renter must consider the prevailing road and traffic conditions when driving.
- 4.11 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.
- 4.12 The Renter must call the SANI 24 Hour Roadside & Emergencies Call centre immediately to report a breakdown 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 unauthorized 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/Namibian citizen, or does not have a valid South African/Namibian 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 is 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, subject to clauses 11 and 12, 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 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 WAIVER OR THEFT WAIVER

- 7.1 The Renter is obliged to accept cover from The Company in respect of a Waiver Protection Package and can elect between STANDARD WAIVER or SUPER WAIVER as contained in the Rental Agreement. 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 the 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 for collision, damage or theft, 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 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;

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- 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.
- 8.2 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:
 - 8.2.2 If The Vehicle was rendered uneconomical to repair i.e. a write-off;
 - 8.2.3 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
 - 8.2.4 If The Vehicle was stolen or hijacked
 - 8.2.5 Where damage was caused to upholstery and/or carpets

9. SUPER WAIVER

- 9.1 Upon acceptance of the Super Waiver for collision damage or theft, The Renter accepts 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 he 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 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 under-carriage damage or either;
 - 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.
- 9.2 Subject to the provisions of Clause 9.1, 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 & run incident; and/or
 - 9.2.3 If The Vehicle was stolen or hijacked.

10. WINDSCREEN, TYRE & RIM DAMAGE WAIVER

- 10.1 Cover includes damage to the:
 - 10.1.1 Windscreen;
 - 10.1.2 Four tyres including the spare tyre.
 - 10.1.3 All rims and hub caps
- 10.2 Upon acceptance of the Windscreen, Tyre & Rim 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, Tyres and/or Rims, 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 Damage caused due to Gross Negligence or Intentional Conduct;
 - 10.2.2 Where damage and/or loss is sustained to the 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, tyres and rims are deemed to be covered under the applicable Standard or Super Waiver (subject to the conditions and exclusions applicable to Standard and Super Waiver) cover and will form part of the overall cost of the repairs and are not excluded under the Windscreen, Tyre & Rim damage waiver;
 - 10.2.7 Theft of Tyres is not covered under the Windscreen, Tyre & Rim 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 Third Party Liability Damage Cover is provided subject to the conditions and exclusions set out in the remaining provisions of this clause 11.
- 11.2 The Renter shall, subject to clauses 11.3 and 12, be liable for the Third Party Damage Liability Amount as it appears on the face of The Rental Agreement applicable to a Third Party Damage claim, where after The Company will, subject to the clauses 11.4, 11.5 and 11.6, pay the Third Party for such Third Party Damage up to the maximum amount as set out in the Rental Agreement ("Maximum Amount").
- 11.3 For the avoidance of doubt, The Company shall only pay The Third Party Damage up to the Maximum Amount. The Renter shall in addition to the Third Party Damage Liability Amount, be liable for any amount, in respect of a Third Party Damage claim, in excess of the Maximum Amount.
- 11.4 Third Party Liability Damage Cover does not extend or apply to the contents of third party vehicles, buildings and/or structures. For the avoidance of doubt, Third Party Damage to the contents of third party vehicles, buildings and/or structures will not be paid by The Company.
- 11.5 Third-Party Liability Damage Cover does not cover Third Party Damage where:
 - 11.5.1 The Renter acted in breach of any of the terms and conditions of this Agreement;
 - 11.5.2 The Renter acted in breach of any applicable laws and/or ordinances;
 - 11.5.3 The Vehicle has been driven or used in a manner which prejudices The Company's interests or rights as determined by The Company in its sole discretion;
 - 11.5.4 The Renter acted in a grossly negligent manner or acted with wilful and intentional misconduct (including, but not limited to, speeding);
 - 11.5.5 The Vehicle (at the time of damage or total loss) was driven by the Renter whilst under the influence of intoxicating liquor, narcotic drugs or similar substances;
 - 11.5.6 The Vehicle was driven in or to a country and/or area, for which prior written consent of The Company was not obtained by The Renter;
 - 11.5.7 A non-designated/unauthorised driver or drivers have caused the Third Party Damage;
 - 11.5.8 The Vehicle was driven on a road that was not suitable for that Vehicle as determined by The Company in its sole, but reasonable discretion.
 - 11.5.9 The Third Party Damage is as a result of civil unrest, riot, war or political unrest;
 - 11.5.10 The Third Party Damage is caused by driver fatigue or falling asleep behind the wheel;
 - 11.5.11 Third Party Damage is as a result of the unauthorised salvage and/or towing of The Vehicle;
 - 11.5.12 The Third Party's vehicle was being towed by The Vehicle (unless authorised by The Company in writing);
 - 11.5.13 The Vehicle was being towed by the third party vehicle;
 - 11.5.14 The Renter was not holding a valid unendorsed driver's license at the time the Third Party Damage was sustained;
 - 11.5.15 The Third Party Damage occurred after the rental period expired and an extension of this Agreement was not authorised by The Company;
 - 11.5.16 Incidents are not reported by The Renter in accordance with clause 13;
 - 11.5.17 The Renter fails to co-operate with The Company and its insurer in the investigation of the incident, the instituting of any counter-claim or action and the defence of any prosecution, claim or action relating to the incident (including, but not limited to, the making of an affidavit if he is requested to do so);
 - 11.5.18 The Renter admitted liability and agreed to settle any part of a claim relating to the incident.
 - 11.5.19 The Renter declined The Company's Liability Waivers in terms of clause 7.2 above and opted to take out its own insurance.

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- 11.6 The Company shall be entitled, in its fair and reasonable discretion, to repudiate or settle a Third Party Damage claim on any terms it deems fit.
- 11.7 The Renter, hereby, indemnifies The Company against all losses and damages that The Company may suffer and/or costs that The Company may incur if The Renter fails to pay any amount in excess of the Maximum Amount as it appears on the face of Rental Agreement.

12. THIRD-PARTY DAMAGE BUY-DOWN WAIVER (TPDB-DW)

- 12.1 The Renter may elect to obtain an optional Third-Party Damage Buy-Down Waiver at an additional cost (per day) as set out in the Rental Agreement.
- 12.2 If the Renter elects to obtain Third-Party Damage Buy-Down Waiver, then the Renter shall be liable for the reduced Third Party Damage Liability Amount (TPDLA) as displayed on the face of the Rental Agreement.

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

- 13.1 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:
- 13.1.1 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;
- 13.1.2 The Renter shall obtain the name(s) and addresses of everyone involved and of possible witnesses;
- 13.1.3 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;
- 13.1.4 The Renter shall make adequate provision for the safety and security of The Vehicle and will not abandon The Vehicle under any circumstances;
- 13.1.5 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;
- 13.1.6 The Renter shall not authorise and/or agree to the towing of The Vehicle, without the prior consent of The Company;
- 13.2 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.
- 13.3 The Renter and/or driver warrants that the information completed in The Company's claim forms referred to in 4.9 and 12.1.1 will be complete, true and correct in every respect.
- 13.4 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.

14. FORCE MAJEURE

- 14.1 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, trade embargo or any economic or other cause.

15. CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION

By signing this Agreement, The Renter consents to –

- 15.1 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;
- 15.2 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;
- 15.3 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;
- 15.4 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;
- 15.5 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;
- 15.6 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;
- 15.7 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;

16. GENERAL

- 16.1 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.
- 16.2 No variation, alteration, addition to and/or omission from this Agreement shall be valid/binding unless done in writing and signed by all parties.
- 16.3 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.
- 16.4 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 Vosloo Road, Bartlett, Boksburg, Republic of South Africa.
- 16.5 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.
- 16.6 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 16.7 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.
- 16.8 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 extension of the Rental Period, and The Renter will be liable for any and all charges levied in respect of such extension.
- 16.9 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.
- 16.10 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.
- 16.11 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.
- 16.12 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.
- 16.13 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.

Signatory: _____ Witness 1: _____ Witness 2: _____

SIGNATORY BLOCK

The person who signs on behalf of the Renter warrants that he is duly authorized to do so.

The signatory to the face of the agreement confirms that he has read and understood the terms and conditions contained herein, as well as the Terms and Conditions contained in the SANI Van Rental brochure, and accordingly binds himself to this agreement for and on behalf of the Renter and authorises the Company to deduct any/all monies and /or damage charges due to the Company in terms of this agreement.

SIGNED AT: _____ ON THIS _____ DAY OF _____

Renter's Signature: (Duly Authorised Representative)

Print Full Name: (Duly Authorised Representative)

Renter's Identity Number

Witness 1: (Signature)

Print Full Name (Witness 1)

Witness 1's Identity Number

Witness 2: (Signature)

Print Full Name (Witness 2)

Witness 2's Identity Number