

STANDARD TERMS AND CONDITIONS OF RENTAL

THESE ARE IMPORTANT CONDITIONS LIMITING YOUR RIGHTS AND SHOULD BE READ CAREFULLY

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement unless the context indicates otherwise:
- 1.1.1 **"Additional driver"** means the person who, in addition to the driver, is reflected on the Rental Agreement as being duly authorised by the company to drive the vehicle;
 - 1.1.2 **"Auto Dealers Guide"** means Mead & McGrouther's publication containing, amongst other information, the recommended selling prices of motor vehicles;
 - 1.1.3 **"Claims Administration Fee"** means An administration fee charged in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the vehicle, as reflected in the note to the Rental Agreement.
 - 1.1.4 **"Company"** means Avis Rent A Car, a Division of Barloworld South Africa (Pty) Ltd, Registration Number 1946/021661/07, duly authorised in terms of the laws of the Republic of South Africa and includes its licensees, sub-licensees and agents
 - 1.1.5 **"Contract Fee"** means a once-off charge per rental which is used to cover various expenses including storage fees of original documents reflected in the rental agreement;
 - 1.1.6 **"Damage(s)"** (in relation to the vehicle and/or Third Party Damage) means the actual costs in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by the company will be seen as proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes a total loss when applicable;
 - 1.1.7 **"Day"** means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;
 - 1.1.8 **"Driver"** means such person who is reflected on the Rental Agreement as being authorised by the Company to drive the vehicle;
 - 1.1.9 **"Extended Period"** means any extension of the rental period beyond the agreed return date or time reflected on the Rental Agreement and authorised by the Company;
 - 1.1.10 **"Fuel Costs"** means the costs incurred to refuel the vehicle to the same level as it was when the vehicle was rented;
 - 1.1.11 **"Liability"** means and includes both the amounts reflected in the Rental Agreement relating to the amounts due and payable (non-waiverable amount) in the event of damage, loss and/or theft and any third party loss or damage where Waivers are declined;
 - 1.1.12 **"Rental Agreement"** means the entire Rental Agreement issued by the Company to the Renter including the damage report form and these standard terms and conditions. Once the Renter has signed the Rental Agreement it will have the effect of a legal binding agreement between the parties;
 - 1.1.13 **"Rental Overdue Administration Fee"** means the applicable amount charged to the Renter in the event that the vehicle is not returned by the Renter to the Company at the agreed date and time at the expiry of the rental period;
 - 1.1.14 **The "rental period"** means the period between the date when the vehicle is taken by the Renter and the termination date and time as specified on the Rental Agreement or if such period is extended, the time and date entered on the Company's records;
 - 1.1.15 **The "Renter"** means all of the persons whose names appear on the Rental Agreement as Renter, Driver or Additional Driver and who have produced a valid unendorsed driver's license to the Company's rental agent and if and where required, their identity/passport documents;
 - 1.1.16 **The "renting location"** means the Company's premises from which the vehicle is rented by the Renter alternatively any location agreed upon by the Company;
 - 1.1.17 **"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 the property or vehicle of a third party;
 - 1.1.18 **The "vehicle"** means the vehicle described in the Rental Agreement including all keys, tyres, tools, equipment, accessories and documents 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, whether or not such replacement was authorised or approved by the Renter;
 - 1.1.19 **"Total loss"** (in relation to a vehicle) means –
 - (a) Damages (see clause 1.1.6.) where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Company uneconomical to repair; or
 - (b) When the vehicle is stolen and/or lost; the amount of the total loss will be the retail value as reflected in the Auto Dealers Guide (Clause 1.1.2) or if not reflected therein, the price of a new vehicle, as supplied by the manufacturer, as at the date of loss, less any salvage;
 - 1.1.20 **"Traffic Fine Administration Fee"** means an amount levied by the company as determined by it to administer any traffic fine(s) incurred by the Renter whilst renting the vehicle as set out in the note to the Rental Agreement;
 - 1.1.21 **"Waiver"** means a reduction of liability of the Renter in the event of an accident/theft and/or loss of the vehicle.

1.2 The singular shall include the plural and visa versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and visa versa.

2. RENTAL OF THE VEHICLE

The Company rents the vehicle to the Renter, who hires the vehicle subject to the terms and conditions as set out herein. The Renter will be bound by these terms and conditions, whether he was driving the vehicle or not.

3. DELIVERY OF THE VEHICLE

- 3.1 Delivery of the vehicle takes place at the time the Renter or his representative takes possession of the keys and/or vehicle at the renting location.
- 3.2 The vehicle shall be deemed to have been delivered in good order and repair and without any damage to amongst other things the paintwork, upholstery and accessories (unless such damage is recorded in writing and signed by both parties under 'vehicle condition report' on the Rental Agreement). Any damage not so recorded will be for the account of the Renter.

4. USE OF VEHICLE

- 4.1 The vehicle may only be utilised for the rental period or any extended period.
- 4.2 The Renter agrees that any extension so noted on the Company's records would correctly reflect such extended period.
- 4.3 The vehicle may only be driven by the Renter, Driver or Additional Driver.
- 4.4 During the rental period, the vehicle may not be used:(1)for the conveyance of passengers and/or goods for payment; (2)to propel or tow any other vehicle (including any caravan or trailer unless authorised by the Company in writing); (3)to transport goods in violation of any customs laws or in any other illegal manner (4)in any motor sport or similar high risk activity; (5)beyond the borders of South Africa unless authorised by the Company in writing; or (6) 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
- 4.5 The Renter, Driver and/or Additional Driver shall make adequate provision for the safety and security of the vehicle including but not limited to that, the vehicle shall (1) be kept properly locked(2) secured and immobilized (3) have the burglar alarm (if any) activated and (4)any anti-theft device in the vehicle properly secured and in place when the vehicle is not in use.
- 4.6 The Renter will make sure that the keys of the vehicle are under his control at all times.
- 4.7 The Company will at all times remain the owner of the vehicle.

5. RETURN OF THE VEHICLE

- 5.1 The Renter shall return the vehicle, at the Renter's expense to an authorised representative of the Company on the agreed return date, time and at the agreed renting location reflected on the rental agreement.
- 5.2 The Renter acknowledges that failure to return the vehicle in terms of the agreement shall constitute unlawful possession by him, and the Company may repossess the vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the vehicle as well as the cost of any additional rental days, will be for the account of the Renter.
- 5.3 Should the vehicle not be returned as indicated in 5.1 above, any waiver option and/or PAI cover become null and void for the entire contract period.
- 5.4 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be reported as stolen to the relevant authorities
- 5.5 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 5.6 If the Renter returns the vehicle to any renting location of the company, the renter shall:
 - 5.6.1 Park the vehicle in the company's reserved parking; and
 - 5.6.2 Ensure that the vehicle is properly locked and secure; and
 - 5.6.3 Hand the keys to an authorised representative of the Company or leave the keys in a drop safe provided at the offices of the Company, in the event that the offices are not open for business.
- 5.7 The vehicle and all risk relating to the vehicle will remain the responsibility of the Renter until the Company has recorded the return of the vehicle.

6. TERMINATION/CANCELLATION OF RENTAL AGREEMENT

- 6.1 Irrespective of anything to the contrary stated in this Rental Agreement, the Company shall be entitled to end this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the Renter, and when this happens the Renter shall return the vehicle to the Company immediately. If the Renter fails to return the vehicle to the Company, the Company shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the Renter and the rights of the Company under this Rental Agreement shall remain in force until the vehicle has been returned to the Company in terms of this Rental Agreement and the Renter has complied with all his obligations. Any costs incurred in recovering the vehicle will be for the account of the Renter.

7. THE RENTER/DRIVER

- 7.1 Irrespective of what else this Rental Agreement states, the vehicle may not be driven for the duration of the Rental by any person under the age of 18 and/or who has not been in possession of a valid driver's license for 1 year.
- 7.2 The Renter warrants that (1) the vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation, (2)or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance (3)every driver of the vehicle will have a valid driver's license to drive the vehicle, (4)will comply with all applicable laws and (5)will comply with all of the provisions of this Rental Agreement.
- 7.3 If the vehicle is driven by anyone other than the Driver and/or Additional Driver (irrespective of which other rights or remedies the Company may have), the Renter shall remain liable for all of his obligations in terms of this Rental Agreement as if he has been driving the vehicle; and
- 7.4 The Renter warrants that (1)he is entitled and authorised to enter into this Rental Agreement, (2)that all particulars given to the Company and/or recorded on the Rental Agreement are true and correct.

8. RENTAL RATES AND CHARGES

- 8.1 The Renter agrees to pay the Company the rental rates plus all other charges and fees opted for or utilised by the Renter up and until the vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Contract Fee, Traffic Fine Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee, collection fee, Collision Damage Waiver (CDW), Theft Loss Waiver (TLW), Personal Accident Insurance (PAI), Windscreen and Tyre Damage Waiver (WTDW), fuel, toll fees, Additional driver(s) fee and/or all taxes due and payable on rental rates, other charges and fees.
- 8.2 In determining the rental charges, the distance traveled by the vehicle (where required) shall be determined from the vehicle's odometer, or if this is not possible for any reason, by the Company in its sole discretion, on any other fair and reasonable basis and the Renter shall be obliged to provide all such information and assistance as the Company may require for that purpose. If the odometer has been tampered with the kilometers traveled will be deemed to be 500 kilometers per day.
- 8.3 The Renter shall be liable for all fines, penalties and similar expenses including but not limited to parking, traffic and other offences, as a result of the use of the vehicle during the rental period and the Renter accordingly indemnifies the Company against all such liability;
- 8.4 Equipment such as a GPS, baby seat etc. may also be booked at the time of booking the vehicle and this equipment (including an e-tag) will be subject to the Company's standard terms and conditions of rental with a maximum liability of R 1500 in the event of loss or damage.

9. PAYMENT

- 9.1 All payments are due on demand, but at the latest on expiry of the rental period (unless otherwise agreed in writing). All charges payable by the Renter shall be paid by credit card or in cash on the termination of the rental period unless the Renter has a valid account with the Company or the Company requires all or any charges to be prepaid in advance;
- 9.2 The Renter will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever;
- 9.3 The Renter remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.
- 9.4 If the Company has agreed to accept payment from the Renter by credit card or charge card specified on the Rental Agreement, the Renter's signature on the Rental Agreement will constitute

- authority for the Company to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to the Company (including but not limited to any damages or loss suffered by the Company).
- 9.5 In the event that the renter returns the vehicle to the Company before the date due on the Rental Agreement, the Renter shall pay either the usual rates and charges applicable to the period and/or kilometers actually used, or the rates and charges as if the full rental period and/or kilometers occurred, at the sole but reasonable discretion of the Company.
- 9.6 In the event of an accident and/or if the vehicle is stolen and/or lost, the amount of the damages, the total loss as suffered by the Company or the amount reflected on the Rental Agreement is payable on such terms as imposed by the Company at its sole but reasonable discretion.
- 9.7 If any amount is not paid on due date, the Company may without prejudice to any rights it may have and subject to the provisions of the National Credit Act charge interest on the overdue amount at the applicable prescribed legal rate or prime plus 3% as charged by Nedbank Limited, whichever is the higher, and in the sole discretion of the Company.
- 9.8 A certificate of any Director, Manager or Accountant of the Company, whose capacity need not be proved, as to any amount owed by the Renter to the Company shall constitute prima facie proof of the amount due.
- 10. RENTER'S RISKS AND LIABILITIES**
- 10.1 The vehicle is at the sole risk of the Renter (fair wear and tear excepted) from the moment the key and/or the vehicle is handed to the Renter until such time as the Company has recorded the return of the vehicle in terms of clause 5.
- 10.2 The Renter shall be liable for any Damages and/or total loss sustained to the vehicle, howsoever the damage and/or loss is caused and whether or not it is attributable to his fault or negligence (including but not limited to hail damage). The above liability may be reduced by the Renter by choosing to buy one or more of the company's non compulsory Collision Damage or Theft Loss Waiver products ("option") which are subject to the terms stated below. The acceptance or decline of the options referred to, are contracted for and indicated on the Rental Agreement.
- 10.3 If any of the Company's Waivers are selected, the Renter's liability will, in respect of the Company's loss or damage as well as all third party damage, be limited to the amount indicated on the face of the Rental Agreement, provided that there was no breach of the terms and conditions of this Rental Agreement.
- 10.4 Should the Renter decline any of the Company's Waivers and/or is in breach of the terms and conditions of this Rental Agreement the Renter will be liable for the cost of the Company's loss or damage as well as all Third Party Damages.
- 10.5 The Company may charge the Renter either the actual amount of the loss or damage suffered, or any reasonable amount, in its sole discretion, if the loss or damage has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface used) irrespective if waivers were opted for.
- 10.6 If the vehicle is damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions of this agreement, the Renter will be liable for the total loss and/or damage suffered by the Company irrespective if Waivers were opted for.
- 10.7 Standard and/or Super Collision Damage and/or Theft Loss Waiver do not cover;
- 10.7.1 Any damage to tyres, rims and glass (unless the WTDW was accepted, in which case the liability is reduced to zero);
- 10.7.2 Damage to undercarriage;
- 10.7.3 Damage caused by water;
- 10.7.4 Damage and/or total loss due to Renter and/or Driver negligence
- 10.7.5 Damage and/or total loss sustained whilst the Renter and/or Driver is in breach of any applicable laws or ordinances (including speeding);
- 10.7.6 Damage and/or total loss sustained where incidents are not reported as contemplated in clause 13;
- 10.7.7 Damage and/or total loss sustained where the incident takes place outside the country in which the vehicle was rented unless prior written authority for the vehicle to be taken outside such country has been obtained;
- 10.7.8 Damage and/or total loss sustained if at any time the vehicle is driven by an unauthorised driver;
- 10.7.9 Damage and/or total loss sustained where the vehicle has been driven or used in a manner which prejudices the Company's interests or rights therein and/or as prohibited in clause 4, in the sole discretion of the Company;
- 10.7.10 Damage and/or total loss sustained where the Driver was not holding a valid unendorsed driver's license at the time the damage or loss was sustained;
- 10.7.11 Damage and/or total loss sustained where an extension of the Rental Agreement is not authorised by the Company and where the rental period has expired;
- 10.7.12 Damage and/or total loss caused as a result of the vehicle being driven on a road that was not suitable for that vehicle as determined in the sole but reasonable discretion of the Company;
- 10.7.13 The vehicle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any law or regulation or whilst under the influence of intoxicating liquor, narcotic drugs or similar substances.
- 10.8 The Renter is liable for all fines and/or penalties incurred during the rental period and hereby authorise the Company to disclose any information required by a relevant authority to process it.
- 10.9 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.
- 11. PERSONAL ACCIDENT INSURANCE (PAI)**
- If the Renter accepts the purchase of personal accident insurance he accepts the personal accident insurance policy and other accompanying arrangements (if any) obtained by the Company for his benefit but subject to all the terms and conditions of that policy and the other accompanying arrangements (if any). The Renter acknowledges that the Company itself shall not under any circumstances have any liability to it under that policy or the accompanying arrangements (if any). Details of the policy and/or brochure (and details of the other accompanying arrangements, (if any) are available for inspection at the Company's offices and the Renter shall be deemed to be aware of and accept all the terms and conditions of the policy and the other arrangements, (if any).
- 12. THIRD PARTY INSURANCE**
- 12.1 Subject to the terms and conditions (with specific reference to clause 10.4) of this Rental Agreement the Company has effected a Comprehensive Motor Insurance Policy (CMIP) that provides Third Party Liability coverage to the Renter in respect of damage to property of third parties caused as a result of an incident involving the Renter during the rental period. This coverage is limited to R 6 000 000 per occurrence.
- 12.2 The existence of the CMIP in no way negates, reduces or overrides the Renter's liabilities or obligations in terms of this Rental Agreement.
- 12.3 The coverage is conditional upon adherence to the terms and conditions of this Rental Agreement as well as the policy terms and conditions applicable to the CMIP.
- 13. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE 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 not limited to, the following where appropriate:
- 13.1.1 He shall notify the Company immediately or within 3 hours of becoming aware of the occurrence and shall within twenty-four hours of the occurrence in question complete and furnish to the Company, the Company's Damage/Incident Report form together with a copy of his driver's license;
- 13.1.2 He shall obtain the name(s) and addresses of everyone involved and of possible witnesses;
- 13.1.3 He 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 He shall notify the police within twenty-four hours of the occurrence in question and furnish the Company with an accident case number;
- 13.1.5 He shall make reasonable provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances;
- 13.1.6 He shall co-operate with the Company and its insurer 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 the making of an affidavit if he is requested to do so).
- 13.2 If the Renter is not the Driver, then, without in any way reducing the Renter's obligation in terms of clause 13, the Renter shall ensure that the Driver complies with the provision of 13.1 and the Renter warrants that the Driver will do so.
- 13.3 The Renter shall within 24 hours of receipt thereof furnish to the Company (and if the Renter is not the Driver, the Renter shall also 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.
- 13.4 The Renter and/or Driver warrants that the information completed in the Company's Damage/Incident Report form as referred to in 13.1.1 will be complete, true and correct in every respect.
- 14. INDEMNITY OF THE COMPANY BY RENTER**
- 14.1 Neither the Company nor any of its directors, officers, employees shall be liable for any loss or damage (including any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, as a result of or otherwise arising from the rental by the Renter of the vehicle provided such loss or damage was not caused as a result of the negligence of the Company.
- 14.2 The Company, its directors, officers, employees ("it") are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against it arising from or connected with or as a result of the renting of the vehicle contemplated in these terms and conditions.
- 15. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR DRIVER**
- The Renter and every person whose signature appears on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to the Company in terms of or pursuant to the Rental Agreement.
- 16. GENERAL**
- 16.1 The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded by the Company except as provided for herein.
- 16.2 All of the provisions of the Rental Agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement. If any part or portion of this Rental Agreement has been deemed to have been struck out and/or be declared a prohibited practice or the like in terms of the Competition Act, the Consumer Protection Act, the National Credit Act or other legislation, the effect of which is to adversely affect the rights of the Company to receive payment of any nature or enforce its rights, the parties will favour an interpretation placing them substantially in the same position as they were before or as similar to that as possible.
- 16.3 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a waiver or otherwise affect any party's rights in terms of this Rental Agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice
- 16.4 The Renter authorises the Company to insert any vehicle and rental rate particulars in the Rental Agreement that are not known or are unavailable at any time of signature.
- 16.5 This Rental Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 16.6 The parties consent to the jurisdiction of the Magistrates Court, should the Company, at its election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeds the jurisdiction of the Magistrates Court. The parties further agree that the Company may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.
- 16.7 The Renter shall not be entitled to cede any of his rights or assign any of his obligations under this Rental Agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.
- 16.8 If the Company institutes any legal proceedings against the Renter it shall be entitled to recover from the Renter all the legal costs it incurred with its own attorneys in accordance with their then usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges.
- 16.9 The Renter chooses the address specified on the Rental Agreement as his domicilium citandi et exectandi (i.e. address for service of all legal processes).
- 16.10 The Company shall be entitled to carry out a credit check on a Renter with one or more credit agencies who may retain a record thereof and the Company shall be entitled to record any default by the Renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case the Company shall not be held liable/responsible for any repercussions such disclosure may have on the Renter. The Renter agrees that the Company may disclose any information obtained by it as a result of the conclusion and/or breach of the Rental Agreement, including personal and additional information, to any person, including a credit bureau.
- 16.11 The Renter acknowledges that certain vehicles may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. The Company shall be entitled to use such information (including in court proceedings) as it deems fit.
- 16.12 Notwithstanding anything to the contrary, the Renter explicitly authorises the Company to make use of any and all personal information provided to the Company for purposes of tracing and recovering (which includes triangulation of cellular phones, in accordance with RICA Act 70 of 2002) any vehicle that is not returned to the Company at the agreed time and date reflected on the Rental Agreement.