

TERMS & CONDITIONS OF RENTAL

1 DEFINITIONS AND INTERPRETATION

In this agreement the following words shall have the relevant meanings unless the contrary is clearly evident:

- 1.1 "Accepted Liability" means the amount referred to on the face of the Rental Agreement in respect of the non waivable amount chargeable in the event of incident and / or theft;
- 1.2 "Additional Driver" means such person who, in addition to the Driver, is duly authorized by the Company to drive the vehicle as reflected on the hire Agreement;
- 1.3 "Claims Administration Fee" means: an administration fee charged in all instances where a claim needs to be processed in respect of damage, loss of or theft of the vehicle;
- 1.4 "Company" means HAMBANATHI VEHICLE RENTAL CC, TRADING AS HAMBANATHI TRUCK RENTAL or HAMBANATHI VEHICLE RENTAL;
- 1.5 "Contract Fee" means: a once-off charge per hire to allow for inter alia the costs relating to the processing and storage of rental documentation;
- 1.6 "Damages"(in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (including glass), remunerating an independent assessor to inspect the relevant damage and report thereon (an invoice, job card or quotation produced by the Company to be prima facie proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature;
- 1.7 "Day" on the first day of the contract means the period from the time of collection to no later than 00h00 the following day, unless otherwise specified on the Rental Agreement;
- 1.8 "Driver" means such person who is duly authorized by the Company to drive the vehicle as reflected on the face of the Hire Agreement or additional driver as per point 1.2 above;
- 1.9 "Extended period" means: any extension of the hire period that has been authorised by the Company;
- 1.10 "The official rates brochure" means: the Company's current official brochure on hire rates and fees and other general information issued from time to time;
- 1.11 "The hire period" means: the period between the date and time out 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;
- 1.12 "The Hirer" means: all of the persons, natural or juristic, jointly and severally, whose names appear on the Rental Agreement hereof;
- 1.13 "The vehicle" means: the vehicle described on the face of the Rental Agreement including all keys, tyres, tools, equipment, accessories and documents in and on the vehicle when the Hirer takes delivery thereof;
- 1.14 "Traffic Fine Administration Fee" means: an amount levied to administer any traffic fine incurred by the Hirer whilst renting the vehicle;
- 1.15 "Total loss" (in relation to a vehicle) means - Damages where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Company and an independent assessor uneconomical to repair in relation to the value and condition of the vehicle for the time being; or 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 (Mead & McGrouther's publication containing, inter alia, recommended selling prices of motor vehicles) or if not reflected therein, the recommended retail price of a new vehicle, as supplied by the manufacturer, as at the date of loss less any salvage;
- 1.16 "Waiver" means a reduction of the liability of the Hirer in the event of an accident / theft / loss of the vehicle;
- 1.17 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.

2 HIRE OF VEHICLE

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

3 DELIVERY OF THE VEHICLE

- 3.1 Delivery of the vehicle takes place at the time the Hirer or his representative takes possession of the keys and / or vehicle.
- 3.2 The vehicle shall be deemed to have been delivered in a roadworthy condition and in good order and repair and without any damage to inter alia the paintwork, upholstery and accessories (unless such damage is recorded in writing and signed by both parties).

4 USE OF VEHICLE

- 4.1 The vehicle may be utilised for the hire period or any extended period.
- 4.2 The Hirer and / or Driver agrees that any extension noted on the Company's records would correctly reflect such extended period.
- 4.3 The vehicle may only be driven by the Hirer, the Driver or the Additional Driver.
- 4.4 During the hire period, the vehicle may not be used:- for the conveyance of passengers and / or goods for reward; to propel or tow any other vehicle, (including any caravan or trailer) unless authorised by the Company in writing; to transport goods in violation of any customs laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of the Republic of South Africa, unless authorised by the Company in writing;
- 4.5 The Hirer and / or Driver shall make adequate provision for the safety and security of the vehicle and, in particular, but without limiting the generality of the afore going, he shall keep the vehicle properly locked and secured and immobilised when the vehicle is not in use.
- 4.6 The Hirer and / or Driver will make sure that the keys of the vehicle are under the Hirer and / or Driver's control at all times.
- 4.7 The Company will at all times remain the owner of the vehicle.
- 4.8 The Hirer shall at his own expense maintain radiator and oil reservoir with sufficient quantities of water and oil respectively.
- 4.9 In the event of the Hirer travelling in excess of the service interval of the relevant vehicle as recommended by the vehicle manufacturer, the Hirer shall ensure that the vehicle receives the required lubrication or maintenance services at such specified intervals.

5 RETURN OF THE VEHICLE

- 5.1 The Hirer and / or Driver shall return the vehicle, at the Hirer's expense to an authorised representative of the Company at the agreed time and location.
- 5.2 The Hirer and / or Driver acknowledges that failure to return the vehicle in terms of this agreement shall constitute illegal possession by him, and the Company may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.
- 5.3 Should the vehicle not be returned as indicated in above, any waiver option in terms hereof will become null and void, and the vehicle may be reported as stolen to the relevant authorities.
- 5.4 The vehicle may be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 5.5 Upon returning the vehicle to Company, the Hirer and / or Driver shall:
 - 5.5.1 take note of and record the date, time, make and model, registration number, odometer reading and condition of the vehicle.
 - 5.5.2 The sole risk of loss or damage to the vehicle will remain vested in the Hirer until such time as the Company has recorded the return of the vehicle.
- 5.6 The Hirer shall be responsible for all and any costs which may be incurred by the Company in so recovering and / or repossessing the vehicle.

6 TERMINATION/CANCELLATION OF HIRE

Notwithstanding anything to the contrary contained in this agreement, the Company shall be entitled to terminate this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the Hirer and / or Driver, whereupon the Hirer and / or Driver shall return the vehicle to the Company forthwith. In the event of failure 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 whoever has possession thereof. The obligations of the Hirer and / or Driver and the rights of the Company under this agreement shall continue in full force and effect until the vehicle has been returned to the Company in terms of this agreement and the Hirer and / or Driver has complied with all his obligations.

7 THE HIRER/DRIVER

- 7.1 The Hirer warrants that the details filled on the Rental Agreement are true and correct.
- 7.2 The vehicle may not be driven by any person other than the Hirer.
- 7.3 The vehicle may only be driven by a person who has held a valid and unendorsed drivers licence for a continuous period of not less than three years and that is also over the age of twenty three, unless otherwise agreed to in writing by the Company in its sole and absolute discretion.
- 7.4 The Hirer and / or Driver warrants that at all times the vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance and that every Driver of the vehicle will have a valid licence to drive the vehicle, will comply with all applicable laws and will comply in all respects with the provisions of this agreement.
- 7.5 If the vehicle is driven by anyone other than the Hirer and / or Driver, then, without derogating from any rights or remedies which the Company may have:
 - 7.5.1 The Hirer and / or Driver shall remain liable for all his obligations in terms of this agreement and in particular, he shall be liable to the Company as if he had been driving the vehicle; and
- 7.6 The Hirer and / or Driver warrants that he is entitled and duly authorised to enter into this agreement, that all particulars given to the Company and / or recorded on the Rental Agreement are true and correct.

8 HIRE RATES AND CHARGES

- 8.1 The Hirer agrees to pay the Company the hire rates plus all other charges and fees opted for or utilised by the Hirer as contemplated on the Rental Agreement up 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, one way drop off fee, over border charges, delivery fee, collection fee, standard damage and theft waiver, fuel, Additional Driver(s) fee and toll fees.
- 8.2 Hire rates and charges and fees will be calculated for the whole of the hire period at the rates and on the basis set out on the Rental Agreement, and / or in the official rates brochure.
- 8.3 In determining the hire charges, the distance travelled by the vehicle (where required) shall be determined from the vehicle's odometer. If this is not possible for any reason, the Company in its sole discretion, may establish same on any other fair and reasonable basis and the Hirer shall be obliged to furnish all such information and assistance as the Company may reasonably require for that purpose. If the odometer has been tampered with, then the kilometres travelled will be deemed to be 800 kilometres per day. Odometer readings will be taken from depot to depot.
- 8.4 The Hirer shall also be liable for all fines, penalties and like expenses including but not limited to traffic and other offences, arising out of the use of the vehicle during the hire period and the Hirer accordingly indemnifies the Company against all such liability.

9 PAYMENT

- 9.1 Unless the Hirer has a valid account with the Company, all charges payable by the Hirer shall be prepaid by credit card, including a deposit amount as agreed upon at the time of rental;
- 9.2 The Hirer will not be allowed to set-off or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

- 9.3 If the Company has agreed to accept payment from the Hirer by credit card specified on the Rental Agreement, the Hirer's signature of this Agreement will constitute authority for the Company to obtain authorization and / or payment. The signature will also constitute authority for the issuer of the card to debit same with the total amount due to the Company.
- 9.4 In the event that the Hirer and / or Driver returns the vehicle to the Company prior to the due date on the reverse hereof, the Hirer shall pay, at the discretion of the Company either the usual rates and charges applicable to the period and / or kilometres actually used, or the rates and charges as if the full hire period and / or kilometres occurred.
- 9.5 In the event of an accident and / or if the vehicle is stolen and / or lost, the amount of the damages or the total loss as suffered by the Company is payable on demand.
- 9.6 If any amount is not paid on due date, the Company may without prejudice to any rights it may have, charge interest on the overdue amount at the legal rate.
- 9.7 A certificate of any director, manager or accountant of the Company as to any amount owed by the Hirer to the Company shall constitute prima facie proof of the amount.

10 HIRER'S RISKS AND LIABILITIES

- 10.1 The vehicle is at the sole risk of the Hirer and / or Driver (fair wear and tear excepted) from the moment the key and / or the vehicle is handed to the Hirer and / or Driver until such time as the vehicle and key is returned in terms of clause 5.
- 10.2 The Hirer and / or Driver is liable for all fines and / or penalties incurred during the hire period and hereby authorises the Company to disclose any information required by a relevant authority to process same.
- 10.3 In the event of loss or damage which has occurred in a situation where no other vehicle or animal or object or person (in or on the road surface) was involved (i.e. no physical contact was made with any of the above mentioned), the Hirer will be liable for double the accepted liability – i.e. the accepted liability charge specified on the face of the Rental Agreement will be doubled- subject to 10.4 and 10.5 below.
- 10.4 Should the vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions as contained herein, the Hirer will be liable for the total loss and / or damage suffered by the Company (notwithstanding the fact that waivers were opted for).
- 10.5 Standard Damage and Theft Waiver do not cover any damage and / or total loss sustained:
 - 10.5.1 to glass, tyres and rims, undercarriage and damage caused by water,
 - 10.5.2 as a result of Hirer and / or Driver's negligence, damage and / or total loss sustained whilst the Hirer and / or Driver has breached of any applicable traffic laws or ordinances,
 - 10.5.3 where incidents are not reported as depicted below
 - 10.5.4 where the incident takes place outside the Republic of South unless prior written authority for the vehicle to be taken outside such country has been obtained,
 - 10.5.5 if at any time the vehicle is driven by an unauthorised Driver;
 - 10.5.6 when in the opinion of the Company 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;
 - 10.5.7 where the Driver was not in compliance with the terms of clause 7 above at the time the damage or loss was sustained;
 - 10.5.8 damage and / or total loss sustained where an extension of the Rental Agreement is not authorised by the Company and where the hire period has expired;
 - 10.5.9 as a result of the vehicle being driven on an unsuitable road for the type of vehicle rented;
 - 10.5.10 to personal effect or belongings;
 - 10.5.11 to tools, spare wheels and hubcaps;
 - 10.5.12 the costs of returning the vehicle to the Company's premises after any incident;

11 WAIVERS DECLINED

The Hirer may not decline the waivers offered by the Company unless he signs the relevant documentation of the Company, and has written proof from an insurance broker that the relevant vehicle is adequately insured. i.e. Vehicle would be considered as self-insured

12 WAIVER (REDUCTION) OF LIABILITY

- 12.1 The acceptance of Standard or Super Damage and Theft Waivers will reduce the Hirer's liability to the extent of the excess reflected on the Rental Agreement and / or on the official rates brochure in force at the time of hire,
- 12.2 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.

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 Hirer 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, he shall:
 - 13.1.1 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 standard claim form together with a copy of his Drivers license and relevant case number from the authorities;
 - 13.1.2 obtain the name(s) and addresses of everyone involved and of possible witnesses;
 - 13.1.3 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 not accept any disclaimer of liability;
 - 13.1.4 notify the police within twenty-four hours of the occurrence in question and furnish the Company with an accident case number and the details of the relevant police station;
 - 13.1.5 make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances;
 - 13.1.6 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 action relating to the incident (including the making of an affidavit if it is requested to do so)
- 13.2 If the Hirer is not the Driver, then, without in any way derogating from the Hirer's obligations in terms of this clause 14, the Hirer shall procure that the Driver complies with the provisions of 13.1 and the Hirer warrants that the Driver will do so.
- 13.3 The Hirer shall within 24 hours of receipt thereof furnish to the Company (and if the Hirer is not the Driver, the Hirer shall also procure that the Driver does) any notice of claim demand, summons or the like which the Hirer or the Driver may receive in connection with the vehicle.
- 13.4 The Hirer and / or Driver warrant that the information completed in the Company's claim form as referred to in 13.1.1 will be complete, true and correct.
- 13.5 The Hirer shall not be entitled to carry out or authorise repairs or modifications to the vehicle. In the event of the Company having to effect repairs as a result of any action taken by the Hirer, such repairs will be for the account of the Hirer.
- 13.6 In the event of damages to the vehicle, if the hirer is self-insured (as per 11 above), the hirer is liable for the agreed-upon rental while vehicle is in process of being repaired or settled by insurance.

14 INDEMNITY OF THE COMPANY BY THE HIRER AND / OR DRIVER

- 14.1 Neither the Company nor any of its directors, officers, employees, servants or agents 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, consequential or otherwise arising from the hire by the Hirer of the vehicle, including, without limitation, any defect in and/ or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of the Company to detect defects in or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or defect (including negligence or gross negligence) or otherwise, which may be suffered by the Hirer and / or any third party and / or passenger.
- 14.2 The Company, its directors, officers, employees, servants or agents ("TI") are accordingly indemnified by the Hirer or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connected with or pursuant to the renting of the vehicle contemplated in these terms and conditions.

15 GENERAL

- 15.1 This document contains 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.
- 15.2 If any provision of this Agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the provisions hereof.
- 15.3 No extension, latitude or other indulgence that may be given or allowed by the Company in respect of performance of any of the Hirer's obligation hereunder, nor delay or forbearance in the enforcement of any right of the Company arising from this Agreement, and no single or partial exercise of any right under this Agreement will, in any circumstances be construed as implied consent or election by the Company or operate as a waiver or a novation or otherwise affect it's rights in terms of this Agreement or preclude it from enforcing strict compliance with any provision or term hereof.
- 15.4 The Hirer authorises the Company to insert any particulars in the agreement that are not known or are unavailable at the time of signature.
- 15.5 This 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.
- 15.6 The Hirer further consents to the jurisdiction of the Magistrates Court, should the Company, at its election, bring legal proceedings in a Magistrates Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrates Court. The Hirer agrees, however, that the Company in its sole discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.
- 15.7 The Hirer shall not be entitled to cede any of his rights or obligations under this agreement or to rent or part with possession of the vehicle, its tools or equipment.
- 15.8 If the Company institutes any legal proceedings against the Hirer to enforce any of its rights under this agreement it shall be entitled to recover from the Hirer all the legal costs it incurs to 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.
- 15.9 If the Hirer enters into this agreement as an agent on behalf of any disclosed or undisclosed principal, he shall be jointly and severally liable as surety and co-principal debtor in solidum with his principal for the due fulfilment of all of the obligations of his principal to the Company in terms of this agreement.
- 15.10 If the Driver or Additional Driver is not the same as the Hirer, then the Driver by his signature overleaf binds himself / herself as surety and co-principal debtor in solidum with the Hirer in favour of the Company for the due fulfilment of all of the obligations of the Hirer to the Company in terms of this agreement.
- 15.11 The Hirer chooses the address specified on the face of the Hire Agreement as the address for service of all legal processes.
- 15.12 The Company shall be entitled to carry out a credit check on a Hirer with one or more credit agencies who may retain a record thereof. The Company shall be entitled to record any default by the Hirer 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 for any repercussions such disclosure may have on the Hirer.