

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; Zenith Car Rental (Pty) Ltd t/a Avis Rent a Car & Budget Rent a Car, Registration Number 2019/420358/07, duly incorporated 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 reasonable 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 including any Additional driver;
 - 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 last refueled by the Company, including fuel used between the renting location and preparation point of the Company for rental;
 - 1.1.11 **"Liability"** means and includes the amounts reflected in the Rental Agreement relating to the amounts due and payable (non-waiverable amount) in the event of any damage, loss and/or theft per incident;
 - 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 and time 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 any person, property or vehicle of a third party;
 - 1.1.18 **"The vehicle"** means the vehicle described in the Rental Agreement, including but not limited to, Vehicle Rental Extras, 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 **"The 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 **"Vehicle Rental Extras"** means optional products or services available in addition to the rental of the vehicle, including but not limited to, Fuel Up-Front, Extended Roadside Assistance, Mobile Wi-Fi, SafeDrive Sensor, Baby Seat and GPS devices.
 - 1.1.22 **"Waiver"** means a reduction of liability of the Renter in the event of an accident/theft and/or loss of the vehicle, excluding any Vehicle Rental Extras.
 - 1.1.23 **"E-tag Fee"** means an amount levied by the company in order to replace the e-tag linked to the vehicle due to loss, theft or damage.
- 1.2 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. 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.
- 3.3 All Vehicle Rental Extras shall be deemed to be in good working order unless otherwise advised by the Renter at either the rental counter or within 24 hours of receipt.

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 Renter agrees to use the Vehicle Rental Extras in a careful, lawful manner and for its intended purpose only and, where applicable, subject to separate terms and conditions of use, which are available at the rental location and on the Company's websites (www.avis.co.za and www.budget.co.za) and which are ancillary to these rental terms and conditions and must be read in conjunction herewith.
- 4.8 The functionality, operation and up time of certain Vehicle Rental Extras are entirely dependent on third party service providers, their licensors and other service providers and the Company takes no responsibility for any downtime and the operation thereof.
- 4.9 The Company does not guarantee the use of and functionality of Voice over IP (VOIP) applications and unlimited coverage, where applicable, in all areas within the borders of the Republic of South Africa or elsewhere.
- 4.10 1 gig of data will be uploaded on the Wi-Fi every 24 hours. No additional data may be bought and any data not used cannot be refunded or carried over.
- 4.11 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 Subject to clause 13 the vehicle shall be returned undamaged, in good order and the motor vehicle 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 rental 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.
- 6.2 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 or who is under the influence of intoxicating liquor or of a narcotic drug or similar substance, (2) every driver of the vehicle will have a valid and non-suspended unendorsed driver's license to drive the vehicle, (3) he/she will comply with all applicable laws and (4) he/she 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 utilized by the Renter up and until the vehicle is returned, including but not limited to miscellaneous charges, location surcharges, tourism levy, call out fee, Claims Administration Fee, roadside assistance, Contract Fee, Traffic Fine Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee, collection fee, Collision Damage Waiver Fee (CDW), Theft Loss Waiver Fee (TLW), Windscreen, Tyre & Third Party Damage Waiver (WTTDW), fuel, toll fees, E-tag Fee, Additional driver(s) fee and/or all taxes due and payable on rental rates, other charges and fees. A Valet Fee will be levied on returned vehicles that require a valet cleaning.
- 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 Vehicle Rental Extras booked or elected will be subject to the replacement cost in the event of loss or damage thereof. One way fees may apply and may be charged in respect of Vehicle Rental Extras.
- 8.5 The Company ensures all vehicles are timeously serviced as per Original Equipment Manufacturer standards and service intervals. Where a vehicle may exceed the service interval during the rental, the Renter is required to proactively arrange for the vehicle to be serviced or exchanged. Failure to service the vehicle at the required service intervals [if applicable] may result in the cancellation of the vehicle's warranty and or mechanical failure on the vehicle. In instances where a Vehicle has missed a service and it can be reasonably established that the missed service was due to the Renter's negligence in having the vehicle serviced by the Company within the specified service intervals, the Renter shall be liable for a missed service penalty fee as specified on the rental agreement and any subsequent mechanical damage not covered under warranty.

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 for 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 the Company's assessed cost of any damages or for the total loss sustained to the vehicle and 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 ("options") which are subject to the terms stated below. The acceptance or decline of the options, as contracted for, are 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, be limited to the amount indicated on the face of the Rental Agreement in respect of each and every incident, 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.**
- 10.5 The Renter shall be liable for the first R15 000 (fifteen thousand Rand) of Third Party Damage, where after the Company will settle the difference, up to a maximum of R6m (six million Rand). Liability for any amount in excess of R6m will rest on the Renter.**
- 10.6 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.**
- 10.7 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.**
- 10.8 Standard, Super and/or Maximum Collision Damage and/or Theft Loss Waiver do not cover;**
- 10.8.1 Any damage to tyres, rims, hub caps and glass (unless the WTTDW was accepted, in which case the liability is reduced to zero);**
- 10.8.2 Damage to undercarriage;**
- 10.8.3 Damage caused by water;**
- 10.8.4 Damage and/or total loss due to Renter and/or Driver negligence;**
- 10.8.5 Damage and/or total loss sustained whilst the Renter and/or Driver is in breach of any applicable laws or ordinances (including speeding);**
- 10.8.6 Damage and/or total loss sustained where incidents are not reported as contemplated in clause 13;**
- 10.8.7 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;**
- 10.8.8 Damage and/or total loss sustained if at any time the vehicle is driven by an unauthorised driver;**
- 10.8.9 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;**
- 10.8.10 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;**
- 10.8.11 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;**

10.8.12 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;

10.8.13 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.

10.9 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.

10.10 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.

10.11 Renter's Risks and Liabilities

"The Renter shall be solely responsible for all fines and penalties incurred in terms of the Administrative Adjudication of Road Traffic Offences Act, 1998 (Act 46 of 1998), as amended, including all Regulations published and promulgated in terms thereof from time to time ("AARTO") in respect of the vehicle, including any demerit points associated with any traffic offence alleged to have been committed by the driver of the vehicle. Where a fine is directed to the Company in respect of any offence under AARTO, the Company shall redirect such fine to the Renter, who shall bear sole responsibility for the settlement thereof. In the event that the Renter disputes the commission of the offence or his/her liability in respect thereof and/or denies that he/she was driving the vehicle at the time of the alleged commission of the offence, it shall be the responsibility of the Renter to redirect the fine to the person who the Renter believes was responsible for the commission of the offence.

The Renter indemnifies the Company against all losses, costs and penalties which the Company may suffer arising from any offence committed in terms of AARTO by any driver of the vehicle during the period of the rental."

11. PERSONAL ACCIDENT INSURANCE (PAI)

If the rental rate includes personal accident insurance the renter will be covered by a 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 at <https://t.avis.co.za/pai> 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 LIABILITY COVER

Details of the Third Party Liability Cover, covered by an insurance arrangement, is available at the rental location and on the Company's websites (www.avis.co.za or www.budget.co.za). The Renter shall be deemed to be aware of and accept all the terms and conditions of the TPLC.

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 by no later than when the vehicle is returned complete and furnish to the Company, the Company's Damage/Incident Report form, available at the rental location, together with a copy of his driver's license. Under no circumstances may the renter attempt any repairs or allow any third party to attempt any repairs without the permission of the Company;

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 incident case number within such 24 hour period;

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.

13.5 Where the vehicle is not drivable, the Renter must call the Avis Budget 24 Hour Roadside & Emergencies Call Centre immediately. Only 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. 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 executandi (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 Mobile data is subject to the Regulation of Interception and Provision of Communication Related Information Act ("RICA") and when purchasing data you are deemed to have read, understood and accepted all third party service provider rights and obligations under RICA.
- 16.13 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 inter alia 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.
- 16.14 The Company collects personal information for the operation of its services and to maintain the quality of the services. We respect your privacy rights and comply with all applicable laws in handling personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA). We may disclose your personal information to third parties as required by law, where it is necessary to give effect to a contract with you, or where we have a legitimate interest in doing so. We do send personal information outside of South Africa in accordance with POPIA and any other applicable laws and rules. By entering into this agreement, you provide consent for us to obtain, store and utilise such information.