

Toyota



## BFTA - Toyota Fortuner 4x4

### FEATURES:

|                                    | Toyota Fortuner 4x4 SUV |
|------------------------------------|-------------------------|
| ABS BRAKES                         | YES                     |
| A/C DRIVER CABIN                   | YES                     |
| AM/FM RADIO AND USB/AUXILIARY JACK | YES                     |
| CENTRAL LOCKING                    | YES                     |
| DIESEL/PETROL                      | DIESEL                  |
| DUEL AIR BAGS                      | YES                     |
| ENGINE                             | 2.4lt                   |
| ESTIMATED FUEL CONSUMPTION         | 12lt/100km              |
| FUEL CAPACITY                      | 80lt                    |
| GEARS                              | AUTOMATIC               |
| POWER STEERING                     | YES                     |
| SEAT BELTS                         | 6 + 1 LAP BELT          |
| SPARE WHEELS                       | 1                       |
| WHEEL SPANNER                      | 1                       |
| WARNING TRIANGLE                   | 1                       |

Variations in size and colour may occur

## SUV RENTALS TERMS & CONDITIONS

### MINIMUM RENTAL DURATION & COSTINGS

- When collecting from Johannesburg, Cape Town, Knysna, Windhoek, Maun and Kasane direct:  
Minimum rental period – 3 days  
Rentals for 3 to 4 days will include 300 kilometres free per day  
Rentals for 5 days and more will include unlimited kilometres
- Zambia: Livingstone will carry a minimum rental period of 3 days only if delivered from the Kasane branch – based on vehicle availability.
- Zimbabwe: Victoria Falls will carry a minimum rental period of 3 days only if delivered from the Kasane branch – based on vehicle availability.
- 10 Days for all vehicles when collecting from a secondary location (Durban, Port Elizabeth, East London, George, Nelspruit, Gaborone, Swakopmund, Walvis Bay).
- 15 Days for all vehicles when collecting from additional locations: Mozambique, Maputo, Vilanculous

### Duration and Costing

- Vehicle rentals are calculated on a per calendar day basis, i.e. day of pick up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. A rental day is not calculated on a 24 hour cycle.

### PICK UP AND RETURN LOCATIONS

#### Primary Locations:

South Africa: Johannesburg, Cape Town, Knysna

Namibia: Windhoek

Botswana: Maun, Kasane

Minimum rental 3 Days

Zambia: Livingstone, will carry a minimum rental period of 3 days only if delivered from the Kasane branch – based on vehicle availability.

Zimbabwe: Victoria Falls, will carry a minimum rental period of 3 days, only if delivered from the Kasane branch -based on vehicle availability.

#### Secondary Locations:

South Africa: Durban, Port Elizabeth, Nelspruit, East London, George

Namibia: Swakopmund, Walvis Bay

Botswana: Gaborone

Minimum rental of 10 days

#### Additional locations only on request:

Mozambique: Maputo, Vilanculous

Minimum rental of 15 days

One way, relocation and collection / delivery fees apply

**OFFICE HOURS: RENTAL LOCATIONS**

|                  |                                                              |
|------------------|--------------------------------------------------------------|
| Monday to Friday | 08:00 – 17:00 (last handover at 16:00, last return at 16:00) |
| Saturday         | 08:00 – 14:00 (last handover at 13:00, last return at 13:00) |

The branches will close at the times indicated above.

After hours will only be available in the below time frames and at an additional fee of ZAR 550.00 per collection or return outside of the normal office hours above will apply:

|                           |               |
|---------------------------|---------------|
| Saturday:                 | 13:00 – 16:00 |
| Sundays & Public Holidays | 08:00 – 16:00 |

Any returns after the above time frames will be charged a full daily rental rate, on a per day basis.

**All branches are closed 25 December (Christmas Day)**

**COLLECTION**

Vehicle handover can take approximately 2-3 hours for equipped vehicles and 15-20 minutes for un-equipped vehicles, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the vehicle and its equipment. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. The supplier must be notified within the first 24 hours of collection should the renter experience any glitches, problems, malfunctions or discomfort (clutch damage within the first 3 days of collection). No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited. An after hours fee of ZAR 550.00 shall be charged on public holidays and Sundays.

**RETURN**

When returning the vehicle, please set aside an hour for the vehicle and equipment to be checked on equipped vehicles and motorhomes and 10-15 minutes on unequipped vehicles. Although it is requested that the vehicle be returned with a full fuel tank, as a courtesy to the next renter the Supplier representatives will take the vehicle to the refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean (interior, exterior and equipment), in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of R/N\$ 1,500.00.

Toilet cassette in the motorhomes must be emptied and cleaned or a cleaning fee of ZAR 1,500.00 will be charged. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a full day's rental per calendar day. Rental days lost due to the vehicle being returned before the agreed return date will not be credited.

- The Supplier reserves the right to charge for fuel on vehicles that are not returned full, a 3 litre allowance for vehicle movement will be given.
- The Supplier reserves the right to charge a cleaning fee of R/N\$1,500.00 in the event that the rental vehicle is returned in an extremely dirty condition. The Supplier, at its sole discretion, reserves the right to determine
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whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty vehicle will include but not limited to when the rental vehicle's possible damages cannot be assessed properly

- The Renter knows and understands that no smoking in the rental vehicles are allowed, and that a fee of R/N\$3,500.00 will be charged to remove any fumes or smells and/or burn marks on the interior of the vehicle caused by smoking in the rental vehicle.

#### **LICENCE**

A valid EB or code 08 national or an ENGLISH International Driver's Licence for vehicles less than 3500kg, is required.

#### **MINIMUM AGE**

The minimum age permitted to rent is 25 years. No maximum age will be applied.

A once off surcharge of R/N\$ 1,500.00 for any drivers under the age of 25 years old with a minimum age of 23 that has had a license for a minimum of 3 years.

#### **LOCATION FEE**

For all rentals departing and/or returning within South Africa will be charged a fee of R/N\$ 250.00 per rental agreement. This includes secondary depots and delivery and/or returns.

#### **LIABILITY OPTIONS**

Two Liability Cover Options are offered, namely Standard Cover and Super Cover. These options are NOT personal liability covers, but cover for damage to vehicles and/or 3<sup>rd</sup> party property. These liability options do not cover equipment, fridge, rooftop tents or awnings. Details below:

##### **Standard Cover:**

This cover carries the highest liability which is applicable in the event of any accident, theft or damage to either the vehicle or third party property. A higher excess value of R/N\$ 55,000.00 is pre-authorised on the renter's Visa or MasterCard credit card at the time of collection. Funds will only be deducted from this amount, should the renter return the vehicle and/or equipment in a damaged condition or for any 3<sup>rd</sup> party damage. If no claims exist, this amount is released within 21-30 working days from date of return, by the renter's financial institution. Standard liability cover does not include repair to or replacement of tyres, rims and windscreens/glass.

##### **Super Cover:**

A daily rate is charged per day as per your quotation/rental agreement detailed as Super Cover. This cover is a NO LIABILITY cover and is applicable to the vehicle and third party property damage and includes the cost of replacing or repairing of windscreens, rims & tyres, radio theft and recovery costs.

##### **Tyres are limited as follows:**

- **Rentals up to 14 days: 2 x Tyres Max**
- **Rentals 15 days and Over: 4 x Tyres Max**
- **Used tyres will only be covered up to 50% of the used purchase price**

**Windscreens limited to 2 (two) per rental**

A security deposit of R/N\$5,000.00 is pre-authorised on the renter's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items are lost or damaged. This security deposit is fully refunded within 21-30 working days, after date of return,

should all the terms and conditions be adhered to. This cover excludes lost equipment, fridge, rooftop tents and awnings.

#### **CLAIMS HANDLING FEE**

A handling fee of R/N\$1,500.00 is charged on all claims submitted, irrespective of the liability cover option taken.

#### **ACCIDENTS**

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

##### **The incident:**

All accidents must be reported to the supplier, and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise you to take as many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest you take a photograph of the driver's licenses of the persons involved and of the license disc displayed on the windscreen of the 3<sup>rd</sup> party vehicle. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to the supplier in order to process the incident.

##### **The vehicle:**

The renter is responsible for the recovery of the damaged vehicle to the original rental branch depending on the liability cover option taken. A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made. The supplier reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against the supplier.

If the renter requires a replacement vehicle to be delivered, charges will be levied according to the liability cover option taken on the rental.

If the renter is not granted a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new R/N\$55,000.00 pre-authorisation on the nominated credit card. Super Waiver Cover is not available on a replacement vehicle (irrespective of which party is at fault).

Neither the supplier nor booking agent is responsible for any damage or theft to items of personal nature. Travel and personal insurance is highly recommended.

Exclusions of all cover options:

The renter is fully liable for any damage to the supplier vehicle or third party property if:

- Any terms of the rental contract is breached;
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
  - Driving under the influence of alcohol or drugs
  - Driving on restricted or unrecognised roads

- Driving over the speed limits as outlined in this document
- Not adhering to the vehicle height restrictions; (the height of the overhead obstacle must have a clearance of more than 3.5m for the Maui Motorhomes)
- Overhead damage is covered, except for damage to the roof top mounted air-cooling system (A/C), awnings, air vents and the lutton on the 6-berth motorhome. Renters are reminded that the motorhomes are high. Caution needs to be taken when driving under branches, bridges, through archways or any overhead obstructions. (the height of the overhead obstacle must have a clearance of more than 3.5m)
- Related to water submersion or salt water damage:
  - A vehicle may not go through water
- The vehicle was driven in a country in which written approval was not obtained from the supplier;
- Damage is incurred due to incorrect use of the hand brake;
- The damage is to the clutch after 3 days of commencement of the rental. The customer is then liable for:
  - The cost of the clutch kit which is R/N\$ 24,500.00 including VAT and installation;
- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels at any given time (the vehicle being on its side is construed as a roll over);
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a R/N\$20,000.00 cost. The supplier advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- Undercarriage damages by means of any and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system;
- Lost equipment, steps, roof vents, air-cooling system (A/C) and awning where applicable

The renter is responsible for any damages or accidents that the supplier has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

**Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)**

- In the case of clutch or water damage to the following is applicable:
  - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply irrespective of your cover option taken:
    - Within South Africa:
      - ZAR/N\$ 8.00 per kilometre
    - Outside of South Africa:
      - ZAR/N\$ 15.00 per kilometre
- Should a replacement vehicle be required, the supplier will replace the vehicle within 24 hours in South Africa; and 48 hours in Namibia, Botswana and other approved borders outside of South Africa (Accessibility dependant)
- Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new standard cover liability deposit pre-authorisation on the nominated credit card. Liability reduction options are not available on replacement vehicles (irrespective which party is at fault)
- A new pre-authorisation for the standard cover excess, will be blocked on the nominated Visa or MasterCard credit card for the replacement vehicle.

#### AIR-COOLING SYSTEM

The air-cooling system in the cabin and rear of the vehicle (Motorhomes), is designed to be used in South African weather conditions. In regions where the temperatures reach in excess of 28 degrees Celsius, the unit may not work as effectively. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationary, or idling for prolonged periods, the cabin air-cooling system must be switched off to prevent damage.

The air-cooling system in the living area of the motorhomes only works when it is plugged into a 220v power supply. This power supply can be found at most camp sites. The vehicle is supplied with an extension cord, which is plugged into the camp site power box, and then plugged in the motorhome in the socket labelled POWER INLET.

#### DUST INGRESS

It is not possible to make vehicles dust proof and therefore refunds or claims for any dust ingress of any nature will not be considered.

#### PAYMENT

The Supplier does not accept cash or cheque as payment or deposits.

Pre-authorisation: The supplier accepts valid Visa, MasterCard, Diners and American Express credit cards as well as debit cards for security deposits, liability cover or any applicable charges. Processing refunds to international debit cards are subject to transactional fees.

The holder of the credit card needs to be present at vehicle collection in order for the transaction to be processed. The supplier is not responsible for any currency fluctuations that may occur in any transactions.

#### EQUIPMENT

All motorhomes and equipped 4x4 vehicles are supplied with equipment (unless otherwise agreed upon). Liability cover options do not cover any equipment supplied with the vehicle. Any loss or damage to the equipment including items such as GPS, baby seats, awnings, steps, etc. will be charged to the renters credit card. Should any of the equipment malfunction during the rental period, the supplier is not liable to provide a replacement vehicle. Repairs can be made according to clause **Vehicle Repairs** of this document.

#### ROAD RESTRICTIONS

**Motorhomes** can only be driven on sealed/tarred, bitumen and gravel roads in South Africa, Eswatini (Swaziland) and Lesotho.

The supplier will allow **Motorhomes** to travel into Namibia with a once-off surcharge fee of ZAR5,000.00.

**Motorhomes** can only be driven on sealed/tarred roads in Namibia (**Motorhomes** can only be driven on gravel roads in order to reach your campsites). **Tyres, rims, windscreens and glass will not be covered on Motorhomes in Namibia, irrespective of waiver option taken.**

**4x4 Equipped vehicles** are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4x4 tracks in Botswana, Mozambique (Up to Vilanculous only), Namibia (the Supplier does not allow dune driving with the vehicles), South Africa, Zambia (up to Livingstone only) and Zimbabwe (up to Harare).

The supplier does not allow any vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi or Tanzania. Any locations North of the permitted locations are not allowed.

For your own safety - It is highly recommended to avoid driving before sunrise and after sunset.

### CROSS BORDER DOCUMENTATION

A once off cross border fee per vehicle per rental of N\$/ZAR1,000.00 applies for cross border documentation into Botswana, Lesotho, Mozambique, Namibia, Zambia, Zimbabwe and eSwatini (Swaziland). The vehicle documentation is for the vehicle cross border requirements ONLY. The supplier is not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection of the vehicle. (The Supplier cannot be held liable for time delays regarding border documentation, costs and crossings)

### VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to R/N\$1,500.00 may be affected without prior authorisation from the supplier and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above R/N\$1,500.00 will require verbal/telephonic approval from the supplier on-road assistance, where a ticket will be logged on the ticketing system for reference when submitting your claim (numbers provided in your rental pack). Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from The Supplier Road side assist team. Should permission be granted by the supplier for an overnight stay in a lodge, due to repairs, a maximum allowance of N\$/R1,500.00 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa (Namibia & Botswana).

The original receipts must be submitted to your return branch when claiming against your Super Cover, where a once off admin fee of R/N\$1,500.00 will be levied for the claim.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, the supplier will replace the vehicle within 24 hours in South Africa and 48 hours outside of South Africa, at no extra cost to the renter.

### KEYS

The supplier must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. The supplier cannot be held liable for any accommodation, time/days and/or personal items lost or any other costs incurred, due to the replacement or recovery of keys. ***(It is the renter's responsibility to safe guard the vehicle while the keys are being replaced)***

### TYRES

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance. The Supplier recommends a **maximum** speed of 120km/h on tarred roads and 60km/h on gravel/sealed or corrugated roads and 40km/h in National Parks where applicable (do not exceed the recommended speed limits on your route where applicable signs are shown). Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is of the same brand, size and ply rating of 4mm or more. Reconditioned, second-hand or re-treaded tyres are NOT acceptable.

The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The supplier's policy is that they will not supply tyres with thread less than 4mm which is within the South African Road Ordinance limits of 4mm.

## TRACKING

All vehicles are fitted with tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by the supplier. The supplier reserves the right to repossess the rental vehicle at any time if it found illegally parked, being used to violate the law or appears to be abandoned and/or continuously exceeds the maximum speed limit of 120km/h. If the renter is in breach of any terms or conditions of the rental agreement.

Please note – the tracking devices fitted into the vehicles are not used for emergency or safety purposes

## INFRINGEMENTS

The renter is liable for all fines and penalties in relation to the driver's use of the vehicle or the vehicle itself incurred during the rental period plus an administration fee of ZAR/N\$300.00 for each infringement or penalty notice that has been redirected by the supplier to the renter.

**Fire Extinguishers** – A fire extinguisher may only be used in the event of a fire within the vehicle, fire extinguishers used for any other purpose/where the seal is broken a R/N\$ 500.00 will be levied.

## CANCELLATION / NO-SHOW PENALTIES

Cancellations are charged according to the below: Fees in percentage of total rental amount. Late collections and/or early returns do not qualify for rental refunds.

|                                              |   |       |
|----------------------------------------------|---|-------|
| 31 days before collection                    | : | 25%   |
| 30 – 9 days before collection                | : | 50%   |
| 8 days before collection                     | : | 100 % |
| No Show or cancellation on day of collection | : | 100 % |

The Renter acknowledges and agrees that the Company's standard cancellation and/or no-show penalties shall apply in the event of a Force Majeure Event.

*The renter needs to contact Drive South Africa (during office hours 08h30-16h30 Monday to Friday) to advise of cancellation. No cancellations will be attended to after hours, over weekends or Public Holidays.*

*Cancellations received outside of these specified office hours will only be actioned on the next working day and Cancellation Penalties will be applied according to the date received and actioned by Drive South Africa.*

## FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION:

Mandatory fees are applicable to all rental contracts or as applicable. Extra equipment is to be booked at time of reservation or can be requested on collection if required and subject to availability. These requests incur a rental cost. Details as below:

| MANDATORY ITEMS                                                                                                      | CHARGE         |
|----------------------------------------------------------------------------------------------------------------------|----------------|
| Contract Fee                                                                                                         | R/N\$ 250.00   |
| Location Surcharge (charged on all departures or returns in South Africa)                                            | R/N\$ 250.00   |
| After Hours Surcharge (for all departures/returns outside normal office hours and on request) Refer to Office Hours. | R/N\$ 550.00   |
| All Claims admin fee (payable on claim submission)                                                                   | R/N\$ 1,500.00 |
| Traffic Fine Admin Fee (Payable if a fine is levied)                                                                 | R/N\$ 300.00   |
| Fire Extinguisher fee (in the event a fire extinguisher was used for incorrect purposes)                             | R/N\$ 500.00   |

| OPTIONAL ITEMS                                                                                                                                                                                                                                                                                                                                                                                                                                               | CHARGE                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Change of destination fee<br>*after commencement of rental plus the applicable one way fee                                                                                                                                                                                                                                                                                                                                                                   | R/N\$1,000.00             |
| Surcharge for renter under 25 years of age and a minimum of 23 years with a license for more than 3 years                                                                                                                                                                                                                                                                                                                                                    | R/N\$ 1,500.00            |
| Baby / Child Seat                                                                                                                                                                                                                                                                                                                                                                                                                                            | R/N\$ 500.00              |
| Border Documentation                                                                                                                                                                                                                                                                                                                                                                                                                                         | R/N\$ 1,000.00            |
| Additional Driver                                                                                                                                                                                                                                                                                                                                                                                                                                            | R/N\$ 250.00              |
| Additional items requested                                                                                                                                                                                                                                                                                                                                                                                                                                   | R/N\$ 1,000.00 per rental |
| ONE WAY / DELIVERY OR COLLECTION                                                                                                                                                                                                                                                                                                                                                                                                                             |                           |
| <p>A fee is charged for any rentals that require a one way drop off or collection between primary depots.<br/>A fee is charged for any rentals that require a delivery or collection between a primary &amp; secondary depot or a secondary and secondary depot. Please ask about ONE WAY, DELIVERY COLLECTION FEES applicable. Please also note that vehicles that are delivered to a secondary location, may not be handed over with a full fuel tank.</p> |                           |

### SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, the supplier reserves the right to substitute a comparable or superior vehicle at no extra cost to the renter. This shall not constitute breach of contract and does not entitle the renter to any form or refund or claim against the Supplier.

### TAXES & CURRENCY FLUCTUATIONS

All charges include 15% VAT in South Africa and Namibia, 14% VAT in Botswana. Neither Drive South Africa nor the supplier is responsible for any currency fluctuations that may occur in any transaction. Terms & Conditions are subject to change in accordance with changed in government taxes.

### GENERAL

Any claims or legal action in connection with the provision of services to the client will be governed by the laws of South Africa. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contracts with them.

- Locations within South Africa are charged at South African vehicle daily rates
- Whilst including the same facilities, some 4x4 equipped vehicles and motorhomes may have different layouts and or equipment types to those shown. All measurements and volumes shown are approximate. The information provided is subject to change without notice.
- Towing is not permitted under any circumstances.
- The information provided is subject to change without notice.

### ENTIRE AGREEMENT / NON-VARIATION

This document contains the entire agreement between the renter and the Company, and neither party shall be bound by any undertakings representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the renter and an authorized employee of the company. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

#### **DOMICILUM CITANDI ET EXECUTANDI**

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Supplier chooses its registered address of 17 Sim Road, Pomona, Kempton Park, Gauteng, South Africa

#### **JURISDICTION**

This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa

#### **GOVERNING LAW**

The Supplier and the Renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South Africa laws

#### **CONSENT TO JURISDICTION**

The Renter and the Supplier both 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 irrespective whether the claim may exceed the jurisdiction of the Magistrate's court

#### **LEGAL COSTS AND/OR EXPENSES**

In the event that the Supplier incurs expenses in recovering any monies due to it from the Renter or any other persons 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 and necessary disbursements.

#### **JOINT AND SEVERABLE LIABILITY OF AUTHORISED DRIVERS**

In terms of this agreement the renter and/or any authorized driver may be held jointly and severable liability towards the Supplier towards all monies due and owing to it in terms of this agreement.

#### **AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION**

The Renter hereby consents and authorizes the Supplier or its nominated representative to undertake any enquiry the Supplier deems fit about the Renter's credit and/or criminal record with any credit bureau, credit agency and/or third party to confirm details of the Renter as and when the need arises.

#### **INDULGENCES**

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 of otherwise affect any party's rights in terms of this 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.

#### **FORCE MAJEURE**

If the Company is prevented or restricted in any way from carrying out all or any of its obligations under this agreement by reason of Force Majeure (an event or circumstance beyond the control of the parties, such as, but not limited to: war, strike, riot, pandemic, crime, fire, or an Act of God such as flooding, an earthquake, storm or adverse weather conditions, an act of Government or other authority which prevents one or both parties from performing their obligations under agreement) then the Company will be relieved of its obligations in terms of the agreement during such period of force majeure. The Company will not be liable for any loss, damage, action or claim which may be brought by the Renter or by any other party in consequence so such delay of inability to perform.

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#### **CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION**

By signing the Rental Agreement, the Renter consents to:

- 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;
- 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;
- 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;
- 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;
- 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;
- 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;
- 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 of infringements concerning the use of the vehicle during the Rental Period.
- The Company disclosing all necessary and relevant information in respect of the Renter to SANRAL or their agents for the recovery by them of any e-toll transaction in respect of the use of the Vehicle.
- 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.

#### **ALL RIGHTS RESERVED;**

Rates and terms and conditions of rental may be subject to change.