

CONDITIONS OF HIRE

1) DEFINITIONS

For the purpose of clarity and brevity relating to any contract entered into concerning lease or hire of any motor vehicle the following would apply:

- The Company shall mean GLOBAL CAR RENTAL (Pty)Ltd
- The person, partnership or company to whom the Company is leasing a vehicle who is leasing the vehicle from the company shall be referred to as the HIRER
- The VEHICLE shall relate to any mechanically propelled, for or more wheeled vehicle leased by the Company to the Hirer as described in the schedule overleaf.

2. RIGHTS AND DUTIES

- The company may at its sole discretion request the hirer to pay a deposit in such amount as it may deem desirable which deposit shall be retained by the Company against return of the vehicle and payment of all charges by the Hirer to the Company pursuant to his use of the vehicle whether by this operation of the agreement or law.
- Notwithstanding anything contrary herein contained, the Company shall be entitled at any time, during the subsistence of the rental period to cancel this agreement without assigning any reason for such cancellation and to retake immediate possession of the vehicle. In respect of such termination the Hirer shall only be liable to pay rental charges up to the time of such termination by the Company.
- The Company shall under no circumstances be responsible for any loss or profit or any patrimonial or consequential loss that may be incurred by the Hirer as a result of the vehicle breaking down or late delivery or being unable to be used for the purpose for which it was leased to the Hirer by the Company.
- The company shall not be liable for the loss or damage to any property belonging to the Hirer or any other passenger of the driver of the Hirer that may have been left or transported in or upon the vehicle under any circumstances whatsoever.
- The Company has endeavoured to ensure that at the commencement of the hire of the vehicle same as in a satisfactory and roadworthy condition. The Company does not however warrant the condition of the vehicle, nor shall it be liable to the Hirer or to any other person by reason of any defect in the vehicle or any part or accessory thereof, and the Hirer hereby absolves the Company from any loss hereby incurred. The Company shall not be responsible for any warranty or representation given orally or otherwise which is not contained in this agreement, or agreed to in writing by the Company and shall not be liable for any failure or delay in delivering the vehicle rented and/or failure to perform any of the provisions thereof.

3. THE HIRER

- The Hirer undertakes to use and maintain the vehicle in a proper and reasonable manner and only for the purpose for which it is intended,
- The Hirer undertakes to keep the vehicle in good running order and roadworthy condition
- The Hirer undertakes to notify the Company immediately in the event of an accident or breakdown and/or should it become necessary to effect any repairs of whatsoever nature to the vehicle during the subsistence of the lease.
- The Hirer shall be responsible for the cost of repairs of the vehicle in the event of the Hirer incurring such repairs or expenses without the consent of the Company first having been obtained
- The Hirer undertakes to return the vehicle to the Company in the same condition (save fair and wear) as the vehicle was in when handed to the Hirer at the commencement of the lease
- It is a condition precedent of the agreement of lease that the Hirer will not assign, code or in any way relinquish his interest in and to the agreement of lease or lend or dispose of either temporarily or permanently the vehicle nor shall the Hirer permit any other pawn other than the named driver appearing on the schedule overleaf to drive the vehicle.
- The Hirer warrants that:

- He or his authorised driver is over the age of 23 years and is in possession of an unendorsed valid driver's licence and which licence he will produce to the Company whenever required to do so.
- That nobody other than himself or his duly authorised driver will drive the vehicle.
- That neither he nor his duly authorised driver suffers from any physical infirmity, defective vision or hearing.
- That neither he nor his duly authorised driver is addicted to consumption of alcohol or any habit forming drugs and will not drive the vehicle whilst under the influence of any alcohol or any drugs of whatever nature.
- That neither he nor his duly authorised driver has been refused Motor Insurance or had such a policy cancelled, refused or special condition imposed or increased premiums demanded by reason of claim experience by Motor Insurers.
- That neither he nor his duly authorised driver shall subject the vehicle nor shall be used by him or any other person for racing, or competition of any kind or for conveyance or passengers for reward.

- The Hirer or his duly authorised driver acknowledge that:

- He has inspected the vehicle and is satisfied that the condition thereof is good and undertakes to return the vehicle in the same condition.
- That the vehicle has been handed to him with all accessories such as spare wheel, jack, jack handle, wheel spanner, triangle and other apparatus.
- That the vehicle's radiator, oil reserve and fuel tank were properly filled.
- Until the return of the vehicle to the Company he will at his own maintain a sufficient quantity of water and oil in the vehicle and pay to the Company any loss or damage which it may sustain should the Hirer fail to do so.
- That whilst the vehicle is in his possession or under his control he will at his own expense provide all necessary water, oil and petrol for the running thereof.
- That he will return the vehicle to the Company for lubrication every 3000 (three thousand) kilometres or once every two months whichever occurs sooner or submit to the Company proof that such service has been effected at his own cost.
- That should any repairs be effect to the vehicle without the consent of the Company in writing, the vehicle will be repaired by the company's authorised repairer.

- The Hirer agrees further to protect the interest of the Company and the Company insure, in the event of collision or accident by:

- Obtaining names and addresses of parties involved or witnesses.
- Not admitting liability or guilt.
- Not abandoning the vehicle without adequate provision for safeguarding and security same.
- Calling the Company by telephone (reverse charges) even in cases of slight damage.
- Notifying the police immediately if another party's guilt has to be ascertained or if people are injured.

- The Hirer undertakes that no articles will be carried in the vehicle which may cause damage to the vehicle or upholstery

- The Hirer shall be responsible for all storage charges incurred by him during this subsistence of the lease or whilst in his possession

* **Special Rates are only valid for agreed rental periods. If the hirer returns the vehicle before the agreed period, the hirer will then be charged our standard rates.**

- The Hirer hereby warrants and undertakes that he has obtained the necessary authority. Motor Carrier Transportation Certificate or Exemption from the Local Transport Board or any other authority concerned to lawfully utilise the vehicle hereby hired by him for Carried Transportation Exemption or Authority may be. In the event of the Hirer not first having Obtained the said Motor Carrier to the Hirer or any other persons concerned for the contravention by the Hirer of any laws or regulations occasioned by the vehicle by the Hirer.

- In the event of gross negligence being a relevant factor concerning the Hirer incurring a liability for payment of an amount whatsoever in terms of this agreement it shall be presumed that the Hirer was negligent until the contrary shall have been proved by him.

4. THE VEHICLE

- The Hirer shall pay the rental fee and charges in respect of kilometres travelled by the vehicle during the rental period at the rate specified herein.
- The kilometres travelled shall be calculated from the time the vehicle leaves the Company's depot to the time it is returned.
- The kilometres travelled on the odometer of the vehicle shall be deemed to have accurately recorded the kilometres travelled during the rental period. However, should the odometer cease to operate effectively the vehicle has been put during the to enable the Company of the use of to which the vehicle has been put during the rental period to enable the Company to reasonably assess the kilometres travelled during such rental period and such reasonable assessment shall be binding upon the Hirer.
- Should the odometer fail to operate efficiently by reason of it having been tampered with, or for any other reason other than mechanical failure, then the Hirer shall pay a rental fee calculated at 500km per day from the time delivery was taken of the vehicle by the Hirer to time of return to the Company.
- The vehicle shall be returned to the Company at the Company's address as shown on reverse side of this contract, unless otherwise agreed in writing.
- The Hirer shall be responsible for the theft of the vehicle unless the keys are removed and doors thereof locked.
- The Hirer accepts delivery of the vehicle and confirms that the Company has made no warranty or guarantee in regard to the vehicle or As conditions of whatsoever nature.
- The vehicle shall be delivered to the Hirer with a full tank of petrol and on return of the vehicle the Hirer undertakes to replace a full tank with such petrol as the Company may direct and shall bear the cost thereof.
- In the event of the vehicle being returned to the Company after the expiration of the lease/hired period then the Hirer shall unless otherwise agreed in writing be liable to pay for the addition period that he has retained the vehicle at the rate of R30,00 (Thirty rand) per hour or part thereof for such additional time as may be calculated from expiration of the leased period until the actual time of arrival of the vehicle at the Company's premises.
- This clause (4) in no way binds the Company to extend any period of lease that may have been entered into.

5 INSURANCE AGAINST DAMAGE (COLLISION DAMAGE WAIVER & THEFT WAIVER)

- Should the vehicle suffer damage or loss during the terms of this agreement and the Hirer has complied with the stipulations of the agreement the Company will bear the cost of making good the damage barring the amount referred to as "excess" or the lesser amount if the damage is lower than the "excess" amount. The "excess" in the event of the loss incurred being directly attributable to political not, fire, or theft shall be five R5 000.00 (thousand rand),
- The Hirer shall only obtain the abovementioned insurance cover upon agreement to pay the relevant premium. Where the Hirer declines to utilise the insurance facilities offered by the Company, the Hirer shall be liable for losses incurred during the rental term.

c) The insurance overleaf referred to in 5(b) above does not cover.

- Damage sustained in a collision with fixed stationary objects except when such collision has resulted from a collision with another moving vehicle.

- Damages sustained as a result of forced entry into the vehicle.

- Tools, spare wheel and hub caps, tyres, rims and glass.

- The cost of returning the vehicle to the Company depot after accidents.

- Damages caused to the rental vehicle and other property by the hirer's or drivers gross negligence and recklessness.

- Notwithstanding the insurance clauses above and the "excess" therein specified, the Hirer shall be under an absolute liability for damage caused to the vehicle or theft of the vehicle if:-

- Accidents have not been reported immediately to the nearest police station and the Company. A schematic sketch and description of how the accident and/or damage occurred has not been supplied to the company immediately.

- The accident or theft takes place outside the Province in which the vehicle was hired unless prior written authority for the vehicle to be taken outside such Province.

- At any time during the rental period this vehicle is driven by a person either than the Hirer or his duly authorised driver as specified on the contract

- In the opinion of the Company the vehicle *has* been driven or used in a manner which prejudices the Company's interest or rights therein,

- The driver of the vehicle is under 23 years of age /or has not held an unendorsed licence for at least 2 years.

- The Hirer irrespective of insurances taken is fully responsible for any damage caused to the vehicle when driving on roads where conditions are not suitable for driving. Damage being done while travelling on gravel, dirt roads where conditions are not suitable for the vehicle in South Africa/Namibia , the hirer will be responsible for the full value of any damages and related charges.)

6) GENERAL

- The Hirer warrants and represent that all statements contained in this agreement are true and correct and that this contract is entered into on the faith and truth of every particular so warranted and represented.

- The Hirer agrees that should he have furnished any incorrect particulars herein and/or if he commit a breach of any of the provisions herein and/or permits any person to drive the vehicle who in the option of the Company is an inefficient driver and/or permits any person to utilise the vehicle in a manner which in the opinion of the Company is calculated to prejudice the Company's rights and interest and/or fails to make payment of any rental or other charges in terms thereof, then the Company shall be entitled to cancel this agreement forthwith and retake immediate possession of the vehicle without prejudice to its rights to claim prescribed rental charges.

- If it appears on the return of the vehicle to the Company that it is necessary to effect mechanical repairs of whatsoever nature to the vehicle, this decision being in the sole and absolute discretion of the Company is, the Company shall forthwith cause, the repairs to be effected and shall have the right to hold the Hirer liable for the costs thereof, which costs shall be payable by the Hirer to the Company on demand, and in addition thereto the Company shall have the right to claim from the Hirer the basic rental of the vehicle from the time of commencement of the repairs until the time that the vehicle duly repaired has been delivered to the company. These rental charges shall also be payable on demand. In the event of the vehicle being damaged in a collision, the Hirer of the vehicle shall be deemed to continue until the day the repairs are completed, or in the event of the vehicle being damaged beyond economical repair until the date upon which the Company is informed by its insurer that the vehicle has been damaged beyond economical repair and the Hirer shall be obliged to pay to the Company the basic rental from time of delivery of the vehicle to the Hirer until the date aforementioned.

- OVERDUE ACCOUNTS. Interest at current Bank Rates shall be charged on all overdue accounts.

- The Company may claim and recover from the Hirer all costs and expenses incurred by the Company as a consequence of any breach of this agreement by this Hirer, including non payment of rental or other sums. such costs and expenses to include Attorney and own client costs, collections commission and tracing costs if any.

- DOMICILIUM CITANDI ET EXECUTANDI. The Hirer chooses, as his Domicilium Citandi et Executandi the address appearing on this agreement.

- This is the whole agreement between the parties and no presentation or warranties have been made to the Hirer save as recorded herein. Any variations hereof must be reduced in writing signed by the company before it shall be binding on

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