



This agreement is between THE CUSTOMER (referred to as "you/me/my") and Imperial Group (Proprietary) Limited, Registration Number 1983/009088/07 t/a Europcar (referred to as "we/us/our".)

TERMS AND CONDITIONS

1. DEFINITIONS:

In this agreement, except where the context indicates otherwise, the following words shall bear the following meanings:

- 1.1 "BROCHURE" means the pamphlets and the Passport and rates sheets published by us containing our current tariffs from time to time;
- 1.2 "THE PASSPORT" means the booklet marked Europcar Passport published by us containing important information from time to time and which is to be read and incorporated herein ;
- 1.3 "THE CUSTOMER" means the PERSON named as such on the face hereof whether acting personally or in my representative capacity, jointly and severally;
- 1.4 "VEHICLE DAMAGE/S" means all DAMAGES to our vehicle of whatsoever nature and howsoever arising caused by me or the driver through the negligent driving of the VEHICLE or otherwise and includes but is not limited to DAMAGES which are economical or uneconomical to repair;
- 1.5 "EXTENDED PERIOD" means the period after the RETURN DATE requested by you and agreed to by us prior to the RETURN DATE;
- 1.6 "RENTAL PERIOD" means the period between the "Date Out and Time Out" and the "Date In and Time In" as specified on the face hereof or, if such period is extended, the time and date entered on our records;
- 1.7 "RETURN DATE" means the date stated on the face hereof on which the VEHICLE must be returned by you to us;
- 1.8 "VEHICLE" means the VEHICLE referred to on the face hereof and the documents, keys, tools and tyres of the said VEHICLE and all accessories supplied with the VEHICLE or any substitution VEHICLE in terms hereof;
- 1.9 "PERSON" includes any juristic and natural PERSON, the singular includes the plural and one gender includes the other were applicable;
- 1.10 "WAIVER" means a reduction of liability in the event of an accident/theft and/or loss of the VEHICLE.
- 1.11 "EQUIPMENT" means GPS unit inclusive of its accessories.

INTRODUCTION

We let and you hire the VEHICLE for the RENTAL PERIOD at the rate as stipulated on the face hereof or if no rate is stipulated then in accordance with an agreed rates sheet or as per the BROCHURE rate on the terms here below.

2. AUTHORISED DRIVERS AND AGE:

By your signature hereto, you confirm that you have an unendorsed and valid driver's license and have had such, for not less than two years or is above the age of 23. You agree that we have the right to verify that your license has been validly issued and that we may refuse to rent a VEHICLE to you, if your license has been suspended, revoked or restricted in any way. An additional driver is authorized only if you pay an additional driver charge and that person has a valid and unendorsed driver's license for not less than 2 years or is above the age of 23.

3. PAYMENT:

- 3.1 You agree to pay:
 - 3.1.1 the rental rate as stipulated on the face hereof and/or in accordance with an agreed rates sheet or as per the BROCHURE;
 - 3.1.2 additional charges as described on the face hereof and/or as stated in the rates sheet/BROCHURE;
 - 3.1.3 all fines, taxes, charges, duties, levies and tolls payable by us to any authority arising out of the use of the VEHICLE by you;
 - 3.1.4 all and any costs, (including but not limited to) towing charges, losses or DAMAGES incurred by us in procuring the return of the VEHICLE to our office described on the face hereof, or such other location as determined by us in our sole discretion any DAMAGES or losses suffered by us due to my failure to return the VEHICLE on the expiry of the RENTAL PERIOD, including but without limiting the generality of the foregoing, all amounts which would have been payable by me in terms of this agreement if the RENTAL PERIOD had been validly extended to the actual date of return of the VEHICLE to us;
 - 3.1.5 all fines and court costs payable by us for any legal violation assessed against the VEHICLE, me or ourselves;
 - 3.1.6 pay to us all DAMAGES and any other losses sustained by us, as provided for in this agreement;
 - 3.1.7 a cleaning/valet service may be charged at our sole discretion;
 - 3.1.8 for all fuel consumed to deliver and collect a VEHICLE to or from a pre-determined place of delivery or collection;
 - 3.1.9 traffic fine administration fee which shall be levied to administer any traffic fine issued in respect of the VEHICLE during the RENTAL PERIOD. You will be liable for all traffic fines in respect of the VEHICLE during the RENTAL PERIOD;
 - 3.1.10 a claim administration fee in accordance with our rates sheet/rates BROCHURE which will be charged in the event of the VEHICLE being DAMAGED/lost and/or stolen.
- 3.2 All payments are due by you on the sooner of a demand by us, or on expiry of the RENTAL PERIOD. You shall not set-off or withhold payment of any amounts due by you in terms of this agreement for whatever cause.

4. DELIVERY:

4.1 You shall take delivery of the VEHICLE at the place specified on the face hereof. You shall have no claim against us if the VEHICLE is not available for delivery, except for a refund of any amount paid.

On delivery, the VEHICLE shall be deemed to be in good order, condition and repair, free of all damages.

4.2 We may refuse delivery if an advance payment or deposit is not made.

4.3 On the RETURN DATE you shall return the VEHICLE at your risk and expense to us at the place specified on the face hereof and the keys must be handed to our authorised representative and parked in our designated parking bays and locked. The VEHICLE shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted;

4.3.1 The VEHICLE shall be at my sole risk from the date of delivery up and until the VEHICLE is returned to us.

4.3.2 The VEHICLE is by my signature on the face hereof deemed to be delivered to me by us free of any DAMAGE of whatsoever nature and in good order and repair (unless such DAMAGE is recorded in writing and signed by both parties on the face here of or on the vehicle quality check card.) **In the event of the keys being placed in the drop off safe as a result of the designated return location being closed, then the parked VEHICLE shall be at your sole risk of loss or DAMAGE until we have recorded the return thereof.**

4.4 We acknowledge that failure to return the VEHICLE in terms of this agreement shall constitute illegal possession by you and we may repossess the VEHICLE wherever same may be found and from whom so ever is in possession thereof.

5. YOUR OBLIGATIONS:

- 5.1 The VEHICLE shall be at your sole risk for the RENTAL PERIOD.
 - 5.2 You shall not:
 - 5.2.1 hire or lend the VEHICLE to anyone;
 - 5.2.2 permit the VEHICLE or the keys to be in the possession or control of anyone other than the additional driver;
 - 5.2.3 cause or permit the VEHICLE to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being DAMAGED or lost, or to be overloaded;
 - 5.2.4 cause or permit the VEHICLE to carry any passenger or goods for reward or for racing; or to be used for any other purpose than your transportation and those within your party;
 - 5.2.5 cause or permit the VEHICLE to be exposed to the risk of DAMAGE in or by any civil or public disturbance or unrest;
 - 5.2.6 cause or permit the VEHICLE to any towing, repairs or servicing to be done to the VEHICLE unless authorised by us in writing;
 - 5.2.7 cause or permit the odometer to be tampered with;
 - 5.2.8 cause or permit the VEHICLE to be driven on a road/s not suitable for the VEHICLE.
 - 5.3 You shall take all precautions to protect the VEHICLE from theft and DAMAGE and shall lock and immobilise the VEHICLE and activate the burglar alarm when the VEHICLE is not in use;
 - 5.4 In case of a collision, accident, theft or loss of or involving the VEHICLE, you shall immediately:
 - 5.4.1 report the event to us and the police or traffic department;
 - 5.4.2 and by no later than 24 hours from the incident complete and ensure that the driver completes all documents required by us and our insurers; and
 - 5.4.3 furnish all assistance required by us and our insurers to deal with any matters arising from the incident, whether directly or indirectly.
 - 5.5 It is compulsory for you to accept our DAMAGE and Theft WAIVER should you be paying by cash or credit card.
 - 5.6 If the VEHICLE is driven by anyone other than you, you shall remain liable for all your obligations in terms hereof.
 - 5.7 We have the right to terminate the rental at any stage. We can repossess the VEHICLE at any time if you are in breach of this agreement.
 - 5.8 Keys which are lost or locked in the VEHICLE, must be reported to us and same will be retrieved at your cost.
- ### 6. DAMAGE AND LOSS WAIVERS:
- 6.1 DAMAGE AND LOSS WAIVERS - DECLINED
- 6.1.1 You understand that if you do not accept these WAIVERS you will pay for all loss or DAMAGE to the VEHICLE regardless of fault and howsoever caused, including theft. If the VEHICLE is stolen or found to be uneconomical to repair, you will pay the suggested market value as determined by the Auto Dealers Guide of the same make and model as the VEHICLE, in the month that the VEHICLE was stolen or found to be uneconomical to repair. In the event that a VEHICLE is DAMAGED beyond repair, stolen or found to be uneconomical to repair in its first year of registration and there is no suggested market value for such VEHICLE as determined by the Auto Dealers Guide, you will be liable for the retail selling price of a new VEHICLE of the same make and model, in the month the VEHICLE was stolen or found to be uneconomical to repair.
- 6.1.2 Where a VEHICLE was found to be uneconomical to repair, you accept that we will reduce the amount due by you by the reasonable salvage value, or the amount received by us for the remains of such VEHICLE if this is lower.
- 6.1.3 The DAMAGES to a vehicle include our expenditure in towing, transporting and storing the VEHICLE and the difference between the pre- and post-accident value in the case where a VEHICLE is economical to repair. Repairs include parts and labour and accessories. We at our sole discretion shall appoint an expert assessor to assess the DAMAGE to the



VEHICLE at your cost and whose decision on such DAMAGE shall be final and binding to you.

6.2 DAMAGE AND LOSS WAIVERS - ACCEPTED

6.2.1 If you accept the Standard DAMAGE WAIVER and/or the Standard Theft WAIVER and you accept to pay the limited liability (referred to as Standard WAIVER in our BROCHURE), and provided that you have complied with all the terms and conditions of this agreement, you will be liable for any DAMAGE to or loss of the VEHICLE or the amount as reflected in our BROCHURE whichever is lower plus towing and storage charges and administration charges.

6.2.2 If you accept the Super DAMAGE WAIVER and/or the Theft WAIVER and you accept to pay the reduced limited liability (refer to as Super WAIVER in our BROCHURE) and provided that you have complied with the terms and conditions of this agreement, you will be liable for any DAMAGE to or loss of the VEHICLE or the amount as reflected in our BROCHURE, whichever is lower, plus towing and storage charges.

6.2.3 If you are in breach of this RENTAL AGREEMENT, you shall be liable in accordance with 6.1 above.

6.2.4 You shall be liable for the full value of any DAMAGE to the VEHICLE and the WAIVERS shall not apply, if you were driving the VEHICLE in a reckless or gross negligent manner or under the influence of intoxicating liquor or of a narcotic drug or similar substance.

6.2.5 Notwithstanding 6.2.4 should you DAMAGE our VEHICLE and this DAMAGE was not as a result of a collision with another vehicle, animal or person, or where insufficient details thereof are provided, or if you were driving on roads not suitable for the VEHICLE, then at our sole discretion, you may be liable for double the applicable limited liability as per the current published BROCHURE on www.europcar.co.za.

6.2.6 Notwithstanding anything in this agreement, we shall not be obliged to institute or proceed with any claim which we may have against a third party for the recovery of any DAMAGES or financial loss in connection with the VEHICLE and, we shall be entitled to abandon such claim or to settle such claim, at our sole discretion.

6.3 THIRD PARTY CLAIMS

For purposes of this clause, third party claims refers to any claims by a third party in respect of

DAMAGE or loss that you may cause to any other VEHICLE or property.

6.3.1 If you decline or are in breach of this agreement you will also be responsible for all third party claims.

6.3.2 If DAMAGE and Loss WAIVERS are accepted and should 6.2.4 and 6.2.5 not apply, we shall settle third party claims in excess of R15,000 limited to the direct damage caused to any other vehicle or property and shall exclude any claims for consequential losses.

7. UNDERCARRIAGE / GLASS:

Notwithstanding the above clauses where DAMAGE is caused to the undercarriage and/or glass of the VEHICLE, our expert shall assess the DAMAGE so caused and the expert shall be entitled in his expert opinion based on the merits of the claim, to exclude such DAMAGE from the WAIVERS.

8. TYRES AND RIMS:

Any tyre/rim DAMAGE whatsoever is for your account.

9. PERSONAL ACCIDENT AND BAGGAGE INSURANCE:

You acknowledge that you have read and understand the terms and conditions of such insurance as contained in our BROCHURE and agree that your choice to accept or decline this insurance is indicated on the face of this agreement. You agree and acknowledge that all claims and liability in this regard will be for the account and directed to the insurer, Regent Insurance Company Ltd. and acknowledge that we shall not be liable in any way in connection with these insurances and you indemnify us in full in respect of any claims of whatsoever nature and howsoever arising in respect of such insurances.

10. EQUIPMENT (GPS):

10.1 The equipment may be reserved at time of vehicle reservation, and will be charged at time of rental.

10.2 The full terms and conditions for rental of the equipment are available on Europcar's website www.europcar.co.za or inside the equipment pouch.

11. EXEMPTION:

We shall not be liable for any DAMAGE or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the VEHICLE or the driving or use thereof or caused by any negligence or fault or otherwise of ours, or that of our agents or our servants, nor for any direct or indirect loss, consequential DAMAGES, loss of profits or special DAMAGES arising out of any of the foregoing and/or for any breach by us of this agreement. We do not accept any liability for any loss of or damage to any property transported in or left in the VEHICLE or any other damages or loss as a result of the conveyance of the driver and/or any other passengers as a result of our employees, servants, agents negligence or otherwise. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the VEHICLE are given by us.

12. EXTENSION OF AGREEMENT:

12.1 You will be only entitled to orally extend this agreement by calling our call centre on 0861131000/118898.

Any extension noted on our system shall be regarded as an extension of the original rental agreement.

12.2 The onus to prove an oral extension shall lie with you.

13. GENERAL:

13.1 All notices and legal processes in terms hereof shall:

13.1.1 be given to you at the address set out on the face hereof (Your chosen Domicilium Citandi et Executandi). Any notice posted to you shall be deemed to be received 7 days after posting, unless you prove the contrary;

13.1.2 be given to us at our head office at our appointed Domicilium Citandi et Executandi at 16 Ernest Oppenheimer Avenue, Bruma.

13.2 You hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the jurisdiction of such court. This consent shall not however, prejudice us in respect of our right to proceed in any court of competent jurisdiction.

13.3 The English version of this agreement will prevail in the event of a dispute.

13.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by you and us.

13.5 We may claim and recover from you on demand all costs and expenses incurred by us in consequence, directly or indirectly, of any breach by you of this agreement, including attorney-and-own-client costs, collection commission and any costs of tracing you or the VEHICLE.

13.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.

13.7 This agreement shall be governed by the laws of the Republic of South Africa.

13.8 By your signature hereto, you accept all the charges charged by us in terms of this agreement, including any charges relating to loss and DAMAGE to the VEHICLE.

13.9 By your signature hereto, you hereby authorise us to conduct ITC checks on you, if necessary.

13.10 By my signature hereto, I as the driver/authorised agent undertake personal liability for and on behalf of the customer as surety and co-principal debtor in solidum.