

This agreement is between the Renter and Europcar, a division of Imperial Group Limited, Registration Number 1983/009088/06 (referred to as Europcar)

1. RENTAL REQUIREMENTS AND PAYMENT

At the time of rental the following must be provided:

- 1.1. Europcar approved method of payment/or credit card/ South African bank issued debit card.
- 1.2. Full names; residential, postal and physical addresses, banking details, telephone number, and local contact details for non-South Africans.
- 1.3. A valid, original Driver's Licence of more than 3 years and original passport or identity document.

2. GENERAL

- 2.1. 'Renter' refers to any party to this agreement whether the driver, additional driver, authorised signatory or qualified payer.
- 2.2. Vehicles are rented subject to Europcar's standard terms and conditions as reflected herein.
- 2.3. Please refer to the Europcar website www.europcar.co.za for all fees, waiver responsibility / limited liability amounts and applicable levies /charges.
- 2.4. Daily rates are calculated strictly in cycles of 24 (twenty four) hours, from time of pick-up to time of drop off.
- 2.5. **Should a vehicle require valet cleaning, the valet charges will be billed directly to the Renter's credit card and /or account.**
- 2.6. **The Renter is liable for any towing, storage, release, glass, tyres, rims, water, and hail and under-carriage damage to vehicle.**
- 2.7. **Be aware:** your rental vehicle may be equipped with a satellite tracking device.

3. DRIVING REQUIREMENTS

- 3.1. Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver's licence in their possession.
- 3.2. Driver/s must have obtained their licence at least two years prior to renting a vehicle with Europcar.

4. YOUNG /ADDITIONAL DRIVER AND ADMINISTRATION FEE

- 4.1. An additional fee will be charged for an additional driver or a younger driver (under the age of 20), provided that they are in possession of a valid, unendorsed driver's licence for a minimum of two years.
- 4.2. An administration fee, airport surcharge, remote branch surcharge and tourism levy per rental will be charged directly to the Renter at the time of rental.

5. COLLISION DAMAGE/THEFT WAIVERS

- 5.1.1. Standard waiver and Super waiver options are available for the reduction of liability in the event of loss, theft and/or damage to the vehicle excluding tyre and windscreen damage. In a case where a debit card is the method of payment the waivers are mandatory.
- 5.1.2. The Renter will be responsible for the full replacement value of the vehicle, should theft/ loss/damage be

caused due to wrong and/or illegal actions or omissions (see "6 below" for a detailed list of factors that negate the waivers) or if waivers were declined.

5.1.3. The Renter may be responsible for double the limited liability amount applicable (subject to group of vehicle), where:

5.1.3.1. The vehicle is uneconomical to repair; or

5.1.3.2. The vehicle was driven on roads unsuitable for driving that specific vehicle (which include, but are not limited to gravel roads, severely damaged roads and roads that require the use of 4x4 facilities); or

5.1.3.3. During week-end rentals. (Rentals between Friday 12h00 and Monday 12h00); or

5.1.3.4. Where no other vehicle is involved or

5.1.3.5. Stolen and Hijacked vehicles.

- 5.1.4. A claim handling and assessment fee will be applied and charged to the Renter's credit/debit card or account, in the event of damage/loss/theft of the vehicle. The Renter may not affect any repairs on the vehicle without Europcar's consent.

5.2. TYRES AND WINDSCREEN WAIVER

- 5.2.1. By accepting Tyre and Windscreen waiver, the Renter will be absolved of any liability or cost relating to either the repairing or replacing of tyre(s) and/or windscreen on the vehicle should they be damaged by circumstances beyond the Renter's control. If this waiver is declined, the Renter will be liable for the full amount of repairing or replacing the damaged tyres and/or windscreen. Tyres exclude rims.

5.3. UNDERCARRIAGE/GLASS:

- 5.3.1. **Notwithstanding the above clauses, where damage is caused to the undercarriage and/or glass of the vehicle, an assigned 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.**

6. FACTORS THAT NEGATE WAIVERS

- 6.1. Any wrong and/or illegal actions or failure to act which result in damage or loss.
- 6.2. Driving under the influence of alcohol or substances that diminish your capacity.
- 6.3. Unauthorised persons driving the vehicle.
- 6.4. Taking the vehicle across the border without authorization.
- 6.5. Not adhering to traffic, road and driving regulations.
- 6.6. Unsuitable driving or driving the vehicle on road conditions not suitable for the make of the vehicle.
- 6.7. Not reporting the collision to Europcar and the nearest Police Station within 24 hours.
- 6.8. Failure to obtain authorisation from Europcar and effect payment for the extension of the contracted rental period.
- 6.9. Failure to report the theft of a vehicle to Europcar and a Police Station within 6 hours of the event.

- 6.10. Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply.
- 6.11. Failure to report the exact details of the last known location of the vehicle prior to theft.
- 6.12. Not using the vehicle for its intended purpose, for example carrying unlawful goods.
- 6.13. Using the vehicle for agricultural purposes without prior authorization.

7. DAMAGE/THEFT/LOSS

- 7.1. The Renter is required to contact Europcar immediately in the event of theft, loss or damage and a full report must be made to the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
- 7.2. An Incident Report must be completed; these are obtainable from any Europcar branch or Europcar website.
- 7.3. **Where the vehicle is not drivable, phone Europcar Call Centre (0861 131 000) and an authorised towing company will be appointed to uplift the vehicle.**
- 7.4. Europcar reserves the right to provide a replacement vehicle.
- 7.5. Europcar will not take responsibility for personal belongings left in the vehicle, stolen or lost during an incident.

8. THIRD PARTY CLAIMS

- 8.1. Should the Renter be involved in an accident where the fault was not that of the Renter/driver, the Renter is still responsible and liable for the limited liability amount until a third party recovery has been made by Europcar. Europcar will reimburse the Renter the amount paid less the assessment, towing and claim handling fee.
- 8.2. If the damage and loss waivers are accepted and no factors apply to negate the waivers then Europcar shall settle third party claims as follows: The Renter is liable for the first R15,000 (fifteen thousand rand) of the claim where after Europcar will settle the difference. This settlement is further limited to direct damage caused and excludes consequential loss.

9. TRAFFIC FINES AND TOLLING FEES

- 9.1. Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter upon receipt and the Renter will be charged a fine handling fee in addition to the fine.
- 9.2. All toll fees charged during the rental period will be directed to the Renter.

10. PERSONAL ACCIDENT INSURANCE

- 10.1. All claims and liability relating to this cover should be directed to Regent Insurance Company Limited. The responsibility rests on the Renter to read and understand the insurance cover offered in the brochure. Europcar will not give advice on the product.
- 10.2. **EMERGENCY MEDICAL ASSIST:** The Renter that has opted for EMA can contact Europ Assist 24 hrs a day on

0861 654 327 for acute illness and/or bodily injury assistance which entails advice and dispatch of response transportation in an emergency. The Renter should read and understand the terms and conditions of this product that are available at all Europcar branches and website.

11. CROSS BORDER TRAVELLING, FEES AND LIMITED LIABILITY

- 11.1. A letter of authorisation must be requested from Europcar at the time of reservation for all cross border travelling.
- 11.2. Europcar will not be held responsible if a Renter is refused entry into another country.
- 11.3. All foreign registered vehicles will have to pay a Cross Border Charge at the Border. The Renter is responsible for the payment of the Cross Border Charge.
- 11.4. Vehicles are only permitted into Botswana, Lesotho, Swaziland, Namibia and Mozambique.
- 11.5. A one way cross border fee will be levied for one way rentals.
- 11.6. A non-refundable fee will be levied by Europcar for vehicles crossing the border and is payable directly by the Renter.
- 11.7. An additional fee will be levied should an accident/theft occur outside the borders of South Africa (i.e. Namibia, Mozambique, Botswana, Swaziland & Lesotho), and a full repatriation fee will be levied for vehicles in Mozambique.

12. DELIVERY & COLLECTION

- 12.1. **NOTE:** any toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge.
- 12.2. **The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against Europcar if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata thereof.** Where the method of payment is a debit card, the Renter can only take delivery of the vehicle at a branch.
- 12.3. On the return date the Renter shall return the vehicle at Renter's risk and expense to Europcar at the place specified in the Rental Agreement and the keys must be handed to a Europcar authorized representative and the vehicle is parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.
- 12.4. The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to Europcar.
- 12.5. **By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by Europcar free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by the Renter on the Rental Agreement or on the vehicle condition document.**
- 12.6. **In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be**

at Renter's sole risk of loss or damage until Europcar has recorded the return thereof.

- 12.7. Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and Europcar may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

13. OPTIONAL ACCESSORIES

- 13.1. These are available on request at the time of reservation or rental and any fees or applicable limited liability amount will be charged to the Renter at the time of rental.

13.2. In the interest of safety Europcar representatives will not fit any accessories for the Renter; the Renter is responsible for the fitting of any accessory rented.

14. DEPOSITS — LIMITED LIABILITY AND FUEL

- 14.1. A deposit depending on the method of payment for the applicable limited liability, fuel, toll fees or any sundry fees is required on initiation of the rental. The Renter must be in possession of a credit/debit card irrespective of product selection.

14.2. Each vehicle is refuelled on termination irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refuelling charge.

14.3. Europcar may debit the Renter's account, credit/debit card at a later time should there be extra charges which Europcar were not aware of at the issuing of the invoice or if at the initial debit there were insufficient funds to cover the full amount of invoice.

15. EXTENSION OF RENTAL

- 15.1. If the Renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Europcar. Where the renter's method of payment is a debit card, they will have to go to their nearest branch for an extension. Failure to do so will result in breach of all terms and conditions and Europcar will immediately negate all waivers.

- 15.2. Additional rental days will be charged directly to the Renter's account or credit/debit card at the prescribed rate.

16. EXEMPTION

16.1. Europcar 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, nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Europcar does 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. 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 Europcar.

17. LEGALITIES

- 17.1. All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter's chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to Europcar at their registered legal address: 16 Ernest Oppenheimer Avenue, Bruma, Johannesburg, South Africa.

- 17.2. The Renter consent to the geographic area of the Magistrate's Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice Europcar in respect of their right to proceed in any court of competent authority.

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

- 17.4. This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Europcar.

- 17.5. Europcar may claim and recover from Renter on demand all costs and expenses incurred by Europcar in consequence, directly or indirectly, of any breach by Renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing Renter or the vehicle.

- 17.6. 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.

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

- 17.8. By the Renter's signature hereto, the Renter accepts all the charges charged by Europcar in terms of this agreement, including any charges relating to loss and damage to the vehicle.

- 17.9. By Renter's signature hereto, Renter hereby authorizes Europcar to conduct ITC checks or any other checks required by law on Renter, if necessary.