

This agreement is between the Renter and Europcar a division of Imperial Group (Proprietary) Limited, Registration Number 1983/009088/07 (referred to as Europcar)

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 Europcar containing the current tariffs from time to time;
- 1.2 "THE PASSPORT" means the booklet marked Europcar Passport published by Europcar containing important information from time to time and which is to be read and incorporated herein ;
- 1.3 "THE RENTER" means all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement.
- 1.4 "DAMAGE/S" means all DAMAGES to the rented vehicle of whatsoever nature and howsoever arising caused by 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 a further time period outside of the agreed return date of rental period in which the vehicle is rented from Europcar by the renter.
- 1.6 "RENTAL PERIOD" means the period from the date that the renter takes possession of the vehicle to the termination date as it appears in the rental agreement, or such period as extended, the time and date entered in our records.
- 1.7 "RETURN DATE" means the date stated on the rental agreement on which the vehicle must be returned by the renter to Europcar.
- 1.8 "RENTAL AGREEMENT" means the rental agreement issued by Europcar to the renter and signed by the renter and which is a legal binding agreement between the Europcar and the renter and includes these terms and conditions.
- 1.9 "VEHICLE" means the VEHICLE referred to in the rental agreement 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;
- 1.10 "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 Tom Tom GPS inclusive of all accessories

INTRODUCTION

Europcar rents to the renter a vehicle in terms of these terms and conditions as set out herein. The renter will be bound by these terms and conditions whether they are the driver or not.

2. AUTHORISED DRIVERS AND AGE:

By signature hereto, Renter confirm that renter has an unendorsed and valid driver's license and has had such, for not less than two years or is above the age of 23. Renter agree that Europcar has the right to verify that the renter's license has been validly issued and that Europcar may refuse to rent a VEHICLE to renter, if renter license has been suspended, revoked or restricted in any way. An additional driver is authorized only if renter 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 Renter agrees to pay:
 - 3.1.1 the rental rate as stipulated in the rental agreement and/or in accordance with an agreed rates sheet or as per the BROCHURE;
 - 3.1.2 additional charges as described in the rental agreement and/or as stated in the rates sheet/BROCHURE;
 - 3.1.3 all fines, taxes, charges, duties, levies and tolls payable by Europcar to any authority arising out of the rental of the VEHICLE by renter;
 - 3.1.4 all and any costs, (including but not limited to) towing charges, losses or DAMAGES incurred by Europcar in procuring the return of the VEHICLE to the rental location, or such other location as determined by Europcar, any DAMAGES or losses suffered by Europcar due to the renter's 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 the renter in terms of this agreement if the RENTAL PERIOD had been validly extended to the actual date of return of the VEHICLE to Europcar;
 - 3.1.5 all fines and court costs payable by Europcar for any legal violation assessed against the VEHICLE;
 - 3.1.6 pay to Europcar all DAMAGES and any other losses sustained by Europcar, as provided for in this agreement;
 - 3.1.7 a cleaning/valet service may be charged at Europcar's 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. Renter 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 Europcar 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 renter on the sooner of a demand by Europcar, or on expiry of the RENTAL PERIOD. Renter shall not set-off or withhold payment of any amounts due by renter in terms of this agreement for whatever cause.

4. DELIVERY:

4.1 Renter shall take delivery of the VEHICLE at the place specified in the rental agreement. Renter shall have no claim against Europcar 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 Europcar may refuse delivery if an advance payment or deposit is not made.

4.3 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 Europcar authorized representative and the vehicle be parked in 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 the renter's sole risk from the date of delivery up and until the VEHICLE is returned to Europcar.

4.3.2 The VEHICLE is by the renter's signature on the rental agreement deemed to be delivered by Europcar 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 rental agreement 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 renter's sole risk of loss or DAMAGE until Europcar has recorded the return thereof.**

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

5. RENTER'S OBLIGATIONS:

- 5.1 The VEHICLE shall be at renter's sole risk for the RENTAL PERIOD.
- 5.2 Renter 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 renter's transportation and those within renter's 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 authorized by Europcar 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 Renter shall take all precautions to protect the VEHICLE from theft and DAMAGE and shall lock and immobilize 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, renter shall immediately:
 - 5.4.1 report the event to Europcar 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 Europcar and its insurers; and
 - 5.4.3 furnish all assistance required by Europcar and its insurers to deal with any matters arising from the incident, whether directly or indirectly.
- 5.5 It is compulsory for renter to accept Europcar's DAMAGE and Theft WAIVER should renter be paying by cash or credit card.
- 5.6 If the VEHICLE is driven by anyone other than renter, renter shall remain liable for all renter's obligations in terms hereof.
- 5.7 Europcar has the right to terminate the rental at any stage. Europcar can repossess the VEHICLE at any time if renter is in breach of this agreement.
- 5.8 Keys which are lost or locked in the VEHICLE must be reported to Europcar and same will be retrieved at renter's cost.

6. DAMAGE AND LOSS WAIVERS:

6.1 DAMAGE AND LOSS WAIVERS - DECLINED

6.1.1 Renter understands that if renter do not accept these WAIVERS renter 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, renter 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, renter 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, renter accept that we will reduce the amount due by renter by the reasonable salvage value, or the amount received by Europcar for the remains of such VEHICLE if this is lower.

6.1.3 The DAMAGES to a vehicle include 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. Europcar at its discretion shall appoint an expert assessor to assess the DAMAGE to the VEHICLE at renter's cost and whose decision on such DAMAGE shall be final and binding to renter.

6.2 DAMAGE AND LOSS WAIVERS - ACCEPTED

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

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

6.2.4 Renter shall be liable for the full value of any DAMAGE to the VEHICLE and the WAIVERS shall not apply, if renter 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 renter 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 renter were driving on roads not suitable for the VEHICLE, then at Europcar's sole discretion, renter 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, Europcar 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 renter may cause to any other VEHICLE or property.

6.3.1 If renter decline the waivers or is in breach of this agreement renter 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 000.00 limited to the direct damage caused to any other vehicle or property and shall exclude any claims for consequential losses. The renter will be liable for the first R15 000.00.

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 renter's account.

9. PERSONAL ACCIDENT and PERSONAL BAGGAGE INSURANCES:

Renter acknowledge that they have read and understand the terms and conditions of such insurance as contained in our BROCHURE and agree that renters choice to accept or decline this insurance is indicated on the rental agreement. Renter 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 Europcar shall not be liable in any way in connection with these insurances and renter indemnify Europcar in full in respect of any claims of whatsoever nature and howsoever arising in respect of such insurances.

10. EXEMPTION:

Unless negligence can be proven against/ attributed to Europcar, their agents or employees, 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 and/or for any breach by Europcar 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. 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.

11. EQUIPMENT (GPS TOM-TOM)

1. The renter may at the time of vehicle reservation, rent the equipment and it will be charged directly to the renter at time of rental.

2. The renter must refer to the terms and conditions for rental of the equipment on Europcar's website www.europcar.co.za or inside the equipment pouch .

12. EXTENSION OF AGREEMENT:

12.1 Renter 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 the renter

13. GENERAL:

13.1 All notices and legal processes in terms hereof shall:

13.1.1 be given to renter at the address set out in the rental agreement(Renter's chosen *Domicilium Citandi et Executandi*). Any notice posted to renter shall be deemed to be received 7 days after posting, unless renter proves the contrary;

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

13.2 Renter 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 Europcar in respect of their 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 renter and Europcar.

13.5 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-own-client costs, collection commission and any costs of tracing renter 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 renter's signature hereto, renter accept all the charges charged by Europcar in terms of this agreement, including any charges relating to loss and DAMAGE to the VEHICLE.

13.9 By renter's signature hereto, renter hereby authorize Europcar to conduct ITC checks on renter, if necessary.