

TERMS & CONDITIONS

This agreement is between THE CUSTOMER (referred to as "you") and the company whose name appears on the face hereof ("referred to as "we/us")

1. DEFINITIONS

In this agreement except where the context indicates otherwise:

- 1.1. "BROCHURE" means the pamphlets published by us containing our current tariffs from time to time, including Rates Sheets published by us, which are available on request
- 1.2. "THE CUSTOMER" means jointly and severally, the signatory hereto and any person on whose behalf the signatory hereto and any person on whose behalf signatory signs this agreement.
- 1.3. "DAMAGES" (in relation to the vehicle, repairing any damage caused to the VEHICLE from the time of delivery to you and until the return to us, replacing parts or accessories (excluding normal wear and tear) and paying an expert to inspect damage and report thereon, Should you wish we reserve the right to appoint our own.
- 1.4. "EXTENDED PERIOD" means any period after the RETURN DATE AND TIME, requested by you and only once agreed to by us;
- 1.5. "RENTAL PERIOD" means the period commencing on delivery of the VEHICLE to you and ending on the RETURN DATE and time or at the end of the EXTENDED PERIOD, if applicable;
- 1.6. "RETURN DATE" means the date and time stated on the face hereof on which the VEHICLE must be returned by you to us;
- 1.7. "VEHICLE" means the vehicle, including accessories referred to on the face hereof or any replacement in terms thereof.

2. AUTHORISED DRIVERS AND AGE

By your signature hereto, you confirm that you have presented to us an unendorsed and valid driver's licence and are above the age of 23. We may refuse to rent a VEHICLE to you, if your licence has been suspended, revoked, restricted in any way or not presented at time of rental. An additional driver is authorized only if you pay an additional driver charge, and have complied with the conditions as above and the additional driver is named on the face hereof.

3. RENTAL

- 3.1. We let and you hire the VEHICLE for the RENTAL PERIOD at the rate on the face hereof, plus additional charges. Where no additional charges are stated, the rates in the BROCHURE or such other agreement as the parties may have entered into, shall apply. You will pay all taxes and charges for miscellaneous services which apply hereto and for the filling of the fuel tank.
- 3.2. All payments are due on demand, but at latest 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.
- 3.3. Any amounts not paid when due will bear interest at the prime rate of interest charged by our bankers at the time plus 7%

4. DELIVERY

- 4.1. We may refuse delivery if an advance payment or deposit is not made.
- 4.2. You shall take delivery of the VEHICLE at the time and place specified herein. Kilometers and fuel will be charged at point of departure from branch as named on the face hereof. You shall have no claim against us if the VEHICLE is not available then, except to a refund of any amount pre-paid. On delivery, the VEHICLE shall be deemed to be in good order, condition and repair, unless you notify us to the contrary within 30 minutes after delivery.
- 4.3. On the RETURN DATE and time you shall:
 - 4.3.1. return the VEHICLE at your risk and expense to us at the place specified herein;
 - 4.3.2. pay to us all DAMAGES and any other losses sustained by us, as provided for in this agreement; and
 - 4.3.3. if required by us, pay for the valet cleaning of the VEHICLE.

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 to be in the possession or control of anyone other than the authorized 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
 - 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.
- 5.3. You 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 involving the VEHICLE, you shall (within 24 hours):
 - 5.4.1. Report the event to us and the police or traffic department;
 - 5.4.2. Immediately complete and ensure that the driver completes all documents required by us in full and our insurers.
 - 5.4.3. Failure or refusal to sign claim form does not absolve renter of responsibility for damages and could result in breach of contract.
 - 5.4.4. Furnish all assistance required by us and our insurers to deal with any matters arising from the incident, whether directly or indirectly.
 - 5.4.5. Failure to supply full & correct third party details will result in an exceptions excess being charged. Minimum details required but not limited to, in this regard are – name, registration, make of vehicle, ID no, telephone number and residential address.
- 5.5. You agree that you are not allowed to permit any towing, repairs or servicing to be done to the VEHICLE unless authorized by us in writing beforehand.
- 5.6. If the VEHICLE is driven by anyone other than you, you shall remain liable for all your obligations in terms hereof, and in addition, you shall be liable to us as if you had been the driver.

5.7. We can repossess the VEHICLE at any time if it is found illegally parked, being used to violate the law and/or the terms of this agreement, or appears to be abandoned. We may also repossess the VEHICLE at any time if we discover that you have made a misrepresentation to us in connection with the conclusion of the agreement.

5.8. Supplying a replacement vehicle after an accident or theft is entirely at our discretion and we reserve our rights accordingly.

6. DAMAGES AND LOSS WAIVERS - DECLINED

6.1. 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 determined by us to be damaged beyond repair, you will pay its replacement value which will be the Auto Dealer's Guide's recommended retail selling price of a new vehicle of the same make and model as the VEHICLE in the month of its first registration, reduced by 1.25% for each month after that until the date we declare it beyond repair. In the case of the VEHICLE being damaged beyond repair, you accept that this amount will be further reduced by any amount accepted by us for the remains of the damaged VEHICLE. You are liable for all costs on presentation of invoices. It is compulsory for you to accept Damage Waiver and Theft Waiver should you be paying by cash.

6.2. DAMAGES AND LOSS WAIVERS – ACCEPTED

6.2.1. If you accept Damage Waiver and you accept to pay the excess, and provided that you have complied with all the terms 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.
- If you have not complied with the terms hereof, 6.1 shall be deemed to apply to you.

6.2.2. If you accept Damage Waiver and provided that you have complied with the terms of this agreement, but you have elected a reduced excess, you will be liable for any damage to or loss of the VEHICLE or the reduced excess amount as reflected in our brochure, whichever is lower plus towing, storage charges. If you have not complied with the terms hereof, 6.1 shall be deemed to apply to you

6.3. Under-carriage, glass and tyre damage may be excluded from the waivers based on the merits of the claim.

6.4. In the event of the theft of the VEHICLE, any costs attached to the recovery of the VEHICLE will be netted off against the amount charged to you in terms of 6.1, 6.2.1 and 6.2.2

6.5. 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.

- 6.5.1. If 6.1 or 6.2.1 apply, you will be responsible for all third party claims.
- 6.5.2. If 6.2.2 applies, we will pay an amount of R 50 000,00 of the total value of all third party claims and you will be responsible for the balance.

7. EXCEPTIONS LIABILITY

- 7.1. An exceptions excess is 2.5 times the normal standard or super waiver excess.
- 7.2. Where damage to a vehicle is caused by you and no other vehicle is involved, the Customer is liable for the Exceptions excess amount. This applies to both standard and super waivers.
- 7.3. Where damage is caused to a vehicle whilst driving on roads not suitable for it, on weekend rentals and where the vehicle is uneconomical to repair, an exceptions excess is payable.
- 7.4. If you were driving negligently, you shall be responsible for the full value of the vehicle. Specifically, where you are in direct contravention of the road traffic laws, you shall be responsible for the full value of any damage to the vehicle.
- 7.5. When referring to clause 7.4, you understand that all 3rd party claims will be repudiated by Last Minute Car Rental and you will be held personally liable for all costs related thereto.

8. PERSONAL ACCIDENT INSURANCE

You acknowledge that you understand the terms and conditions of such insurance and agree that your choice to accept or decline this insurance is indicated on ... of this agreement. You agree that all claims in this regard will be directed to the insurer, Santam Insurance Company Ltd. and acknowledge that we act as the insurer's agent and that we will not be liable in any way in connection with the insurance covered by them.

9. 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 fault of ours, our agents or our servants, nor for any indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing and for any breach by us of this agreement. 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/

10. GENERAL

- 10.1. All notices in terms hereof shall be given to you at the address set out on the hereof. Any notice posted to you shall be deemed to be received 7 days after posting, unless you prove the contrary.
- 10.2. You consent to the Magistrate's Court jurisdiction in respect of any action instituted by us in connection with this agreement and agree that we act in our discretion institute action in any High Court division in South Africa having jurisdiction, to which jurisdiction you consent.
- 10.3. This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by you and us.
- 10.4. 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.
- 10.5. 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.
- 10.6. This agreement shall be governed by the laws of the country wherein the rental originated from as set out on the face hereof.