

RENTAL TERMS & CONDITIONS

MINIMUM RENTAL DURATION AND COSTINGS

- When collecting from Johannesburg, Cape Town, Namibia, Botswana and Kasane direct
 - Maui Motorhomes and Britz Equipped 4x4s:
 - Minimum rental period – 3 days
 - Rentals for 3 to 4 days will include 300 kilometres free per day.
 - Rentals for 5 days and more will include unlimited kilometres.
 - Britz Un-Equipped 4x4s and SUVs
 - Minimum rental period – 3 days, including unlimited kilometres •
- Zambia: Livingstone, will carry a min rental period of 3 days, only if delivered from the Kasane branch – based on vehicle availability.
- Zimbabwe: Victoria Falls, will carry a min rental period of 3 days, only if delivered from the Kasane branch – based on vehicle availability.
- Maui Motorhome rentals are only permitted in South-Africa and Namibia
- Maui Motorhomes are only permitted to enter Namibia on request and subject to certain conditions – See clause 13 below
- 10 days for all vehicles when collecting from a secondary location (Durban, Port Elizabeth, East London, George, Nelspruit, Gaborone, Swakopmund, Walvis Bay).
- 15 days for all vehicles when collecting from additional locations (Maui vehicles not included outside of South Africa / Namibia)
 - Mozambique: Maputo, Vilanculous

Duration and Costing

- Vehicle rentals are calculated on a per calendar day basis, i.e., day of pick-up or drop off is always counted as a full day irrespective of what time it is collected or dropped off. A Rental day is not calculated on a 24hr cycle.

PICK UP AND RETURN LOCATIONS

Primary:

South Africa: Johannesburg, Cape Town

Namibia: Windhoek

Botswana: Maun, Kasane

Minimum rental 3 Days.

Zambia: Livingstone, will carry a min rental period of **3 days**, only if delivered from the Kasane branch – based on vehicle availability.

Zimbabwe: Victoria Falls, will carry a min rental period of **3 days**, only if delivered from the Kasane branch – based on vehicle availability.

Secondary:

South Africa: Durban, Port Elizabeth, East London, Nelspruit, George

Namibia: Swakopmund, Walvis Bay

Botswana: Gabarone

Minimum rental of 10 days

Additional locations only on request:

Mozambique: Maputo, Vilanculous

Minimum rental of 15 days

One way, relocation and collection / delivery fees apply – see **Annexure 1**

LONG-TERM RENTALS

Rentals over 50-74 days 5% Discount on 28-49 Day Rate.

Rentals over 75-99 days 10% Discount on 28-49 Day Rate.

Rentals over 100+ days 15% Discount on 28-49 Day Rate.

OFFICE HOURS: RENTAL LOCATIONS

Monday to Friday: 08h00 – 17h00 (last handover at 16h00, last return at 16h00)

Saturday: 08h00 – 14h00 (last handover at 13h00, last return at 13h00)

Our branches will close at the times indicated above.

After hours will only be available in the below time frames and an additional fee ZAR550-00 per collection or return outside of the normal office hours above will apply:

Saturday: 13h00 – 16h00

Sundays & Public Holidays: 08h00 – 16h00

Any returns after the above time frames will be charged a full daily rental rate, on a per day basis.

All branches are closed 25 December (Christmas Day)

1. COLLECTION

Vehicle handover can take approx. 2-3 hours for equipped vehicles and 15-20 minutes un-equipped vehicles, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the vehicle and its equipment where relevant. Kindly note that signing the vehicle condition report is an acceptance of the condition of the vehicle. THRSA must be notified within the first 24 hours of collection should the renter experience any glitches, problems, malfunctions or discomfort (clutch damage within the first 3 days of collection). No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle. Rental days lost due to a vehicle that has been collected after the agreed date will not be credited. An afterhours fee of ZAR550-00 shall be charged on public holidays and Sundays.

2. RETURN

When returning the vehicle, please set aside one hour for the vehicle and equipment to be checked on equipped vehicles and motorhomes and 10-15 minutes on unequipped vehicles. Although we request that the vehicle be returned with a full fuel tank, as a courtesy to the next renter our representatives will take the vehicle to our refuelling station to ensure that the vehicle is full. Should top-ups be required, the fuel amount will be deducted from the renter's nominated credit card. Vehicles must be returned clean (interior, exterior and equipment), in order for the vehicle check in to be done. Vehicles returned excessively dirty will be charged a cleaning fee of ZAR1,500.00. Toilet cassette in the motorhomes must be emptied and cleaned or a cleaning fee of ZAR1,500-00 will be charged. Any vehicles returned later than the agreed return date, or outside of normal office hours (without prior arrangement), will be charged a full day's rental per calendar day. Rental days lost due to the vehicle being returned before the agreed return date will not be credited.

- The company reserves the right to charge for fuel on vehicles that are not returned full, a 3-litre allowance for vehicle movement will be given.
- The company reserves the right to charge a cleaning fee of ZAR1,500-00 in the event that the rental vehicle is returned in an extremely dirty condition. The company at its sole discretion reserves the right to determine whether a vehicle is extremely dirty in a true and fair manner. An extremely dirty rental vehicle will include but not limited to when the rental vehicle/s possible damages cannot be assessed properly.
- The renter knows and understands that no smoking in the rental vehicles is allowed, and that a fee of ZAR3,500-00 will be charged to remove any fumes or smells and/or burn marks on the interior of vehicle caused by smoking in the rental vehicle.

3. LICENCE

A valid B/EB or code 08 national or an international driver's licence in ENGLISH for vehicles less than 3500kg, is required.

4. MINIMUM AGE

The minimum age permitted to rent is 25 years. No maximum age will be applied.

A once off surcharge of ZAR1500-00 for any drivers under the age of 25 years old with a minimum age of 23 that has had a license for a minimum of 3 years.

5. LOCATION FEE

For all rentals departing and/or returning within South Africa will be charged a fee of ZAR250-00 per rental agreement. This fee will be included in your quotation when applicable. (This includes secondary depots deliveries and/or returns)

6. LIABILITY OPTIONS

THRSA offers 3 liability cover options namely: Standard, LLR1 (Loss Liability Reduction) and Super Cover/LLR2 (Loss Liability Reduction). These options are NOT a personal liability cover, but cover for damage to Maui / Britz vehicles and/or 3rd party property.

Details below: (These liability options do not cover equipment, fridge, rooftop tents or awnings. For liability values, please refer to **Annexure 2**)

Option 1:

Standard Cover

This cover carries the highest liability which is applicable in the event of any accident, theft or damage to either our vehicle or third-party property. A higher value (as per **Annexure 2**) is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection. Funds will only be deducted from this amount, should the renter return the vehicle and/or equipment in a damaged condition or for any 3rd party damage. If no claims exist, this amount is released within 21-30 working days from date of return, by the renter's financial institution. Standard liability cover does not include repair to or replacement of tyres, rims and windscreens/glass.

Option 2:

LLR1 (Loss Liability Reduction)

A daily rate (as per **Annexure 3**) is charged per day as per your quotation/rental agreement detailed as LLR1 (Loss Liability Reduction) waiver. This waiver reduces your liability and is applicable to the vehicle and third-party property damage and includes the cost of replacing or repairing of 1 x windscreen/glass, 1x rim and 1 x tyre (**Used tyres will only be covered up to 50% of the used price**), refer to clause 8. **Accidents for exclusions.** A security deposit as per **Annexure 2** is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection. Funds will only be deducted from this amount, should the renter return the vehicle and/or equipment in a damaged condition or for any 3rd party damage. If no claims exist, this liability is released within 21-30 working days from date of return, by the renter's financial institution. The vehicle is to be returned to the agreed location, on the agreed date, in a clean condition and no items or equipment are lost or damaged. The security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to. (This cover excludes loose equipment, fridge, rooftop tents and awnings)

Option 3:

Super Cover / LLR2 (Loss Liability Reduction)

A daily rate (as per **Annexure 3**) is charged per day as per your quotation/rental agreement detailed as Super Cover/LLR2 (Loss Liability Reduction). This cover is a NO LIABILITY cover (as per **Annexure 2**) and is applicable to the vehicle and third-party property damage and includes the cost of replacing or repairing of windscreens, rims & tyres, radio theft and recovery costs, **refer to clause 8. Accidents for exclusions**

Tyres are limited as follows:

- **Rentals up to 14 days: 2 x Tyres Max.**
- **Rentals 15 days and Over: 4 x Tyres Max.**
- **Used tyres will only be covered up to 50% of the used purchase price.**

Windscreens limited to 2 (two) per rental).

A security deposit as per **Annexure 2** is pre-authorized on the renter's Visa or MasterCard credit card at the time of collection to ensure that the vehicle is returned to the agreed location, on the agreed date, in a clean condition and no items or equipment are lost or damaged. The security deposit is fully refunded within 21-30 working days, after date of return, should all the terms and conditions be adhered to. (This cover excludes loose equipment, fridge, rooftop tents and awnings)

Refer to **Annexure 2** for details on liability values and deposit values.

Refer to **Annexure 3** for details on cover inclusions and exclusions.

7. CLAIMS HANDLING FEE

A handling fee of ZAR1500.00 is charged on all damage/accident claims irrespective of the liability cover option taken.

8. ACCIDENTS

Single vehicle accidents are included in all liability cover options, except in the case of roll-overs. In case of damage to the vehicle rented, the following will apply:

The incident:

All accidents must be reported to THRSA (THRSA Call Assist +27 11 230 5137 / +27 84 250 4937), and by law, to the Local Police within 24 hours. An AR (accident report) number from the police must be obtained at the time of reporting the incident. This proves that the accident has been registered. Failing to report accidents may void all liability cover and the renter becomes fully liable for all costs. We advise that you take as 3 | P a g e many photographs of the accident scene and also obtain the third party details when applicable. These can be recorded on the reverse side of the rental pack envelope supplied to you on collection. We also suggest that you take a photograph of the driver's licences of the persons involved and of the license disc displayed on the windscreen of the 3rd party vehicle. An accident report which is provided in the RENTAL PACK, must also be completed. These documents and records of evidence will be submitted to THRSA in order to process the incident.

The vehicle:

The renter is responsible for the recovery of the damaged vehicle to the original rental branch depending on the liability cover option taken. A replacement vehicle will only be dispatched once payment of all damages / recovery costs to the first vehicle is made, if applicable. THRSA reserves the right to withhold a replacement vehicle; this does not entitle the client to any claims against THRSA.

If the renter requires a replacement vehicle to be delivered, charges will be levied if applicable, according to the liability cover option taken on the rental.

If the renter is not granted a replacement vehicle, no refunds for early termination of the contract will be considered.

Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new standard cover liability deposit (as per Annexure 2) pre-authorisation on the nominated credit card. LLR1(Loss Liability Reduction) or Super Cover / LLR2 (Loss Liability Reduction) is not available on a replacement vehicle. (Irrespective of which party is at fault)

Exceptions & Conditions: [refer to clause 6. Liability Options, Standard Cover, LLR1 (Loss Liability Reduction) and Super Cover/LLR2 (Loss Liability Reduction)]

THRSA is not responsible for any damage or theft to items of personal nature. Travel and personal insurance is highly recommended.

Exclusions of all cover options:

The renter is fully liable for any damage to the THRSA vehicle or third party property if:

- Any terms of the rental contract is breached;
- Damages are sustained whilst the renter/driver is in violation of any traffic laws or ordinances;
- Damage to the vehicle is caused by careless, wilful or reckless driving. This includes:
 - Driving under the influence of alcohol or drugs
 - Driving on restricted or unrecognised roads
 - Driving over the speed limits as outlined in this document
 - Not adhering to the vehicle height restrictions; (the height of the overhead obstacle must have a clearance of more than 3.5m for the Maui Motorhomes)
- Overhead damage is covered, except for damage to the roof top mounted air-cooling system (A/C), awnings, air vents and the lutton on the 6-berth motorhome (M6B). Renters are reminded that the motorhomes are high. Caution needs to be taken when driving under branches, bridges, through archways or any overhead obstructions. (the height of the overhead obstacle must have a clearance of more than 3.5m)
- Related to water submersion or salt water damage:
 - A vehicle may not go through water. The vehicle was driven in a country in which written approval was not obtained from THRSA;
- Damage is incurred due to incorrect use of the hand brake;
- The damage to the clutch after 3 days of commencement of the rental. The customer is then liable for:
 - The cost of the clutch kit which is ZAR24,500.00 including VAT and installation;

- Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels; (the vehicle being on its side is construed as a roll over);
- The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a ZAR20,000.00 cost. THRSA advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused;
- Undercarriage damages by means of any and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system.
- Loose equipment, steps, roof vents, air-cooling system (A/C) and awning where applicable.

The renter is responsible for any damages or accidents that THRSA has not been made aware of on the return of the vehicle. Please note the applicable charges will be charged to the nominated credit card.

Rules in respect of replacement vehicles (whether due to an accident or vehicle damage)

- In the case of clutch or water damage the following is applicable:
 - The repairs and recovery (towing) costs of the vehicle is the responsibility of the renter. The following recovery / replacement rates will apply irrespective of your cover option taken:
 - Within South Africa:
 - ZAR8.00 per kilometre
 - Outside of South Africa:
 - ZAR15.00 per kilometre
- Should a replacement vehicle be required, THRSA will replace the vehicle within 24 hours in South Africa and 48 hours in Namibia, Botswana and other approved borders outside of South Africa (Accessibility dependant)
- Should the renter continue with a replacement vehicle, this vehicle will be noted under the current rental contract and standard cover will be applicable. This includes a new standard cover liability deposit (as per Annexure 2) pre-

authorisation on the nominated credit card. LLR1 (Loss Liability Reduction) or Super cover / LLR2 (Loss Liability Reduction) is not available on a replacement vehicle. (Irrespective of which party is at fault)

9. AIR-COOLING SYSTEM

The air-cooling system in the cabin and rear of the vehicle (Motorhomes), is designed to be used in South African weather conditions. In regions where the temperatures reach in excess of 28 degrees Celsius, the unit may not work as effectively. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationary, or idling for prolonged periods, the cabin air-cooling system must be switched off to prevent damage.

The air-cooling system in the living area of the motorhomes only works when it is plugged into a 220v power supply. This power supply can be found at most camp sites. The vehicle is supplied with an extension cord, which is plugged into the camp site power box, and then plugged into the motorhome in the socket labelled POWER INLET.

10. DUST INGRESS

It is not possible to make vehicles dust-proof and therefore refunds or claims for any dust ingress of any nature, will not be considered.

11. PAYMENT

THRSA reserves the right to accept CASH or CHEQUE or DEBIT CARDS as payment in any way. Valid Visa / MasterCard / Diners / American Express credit cards, EFT or bank transfer payments are accepted for rentals. Pre-authorisation: THRSA accepts valid Visa, MasterCard, Diners and American Express credit cards that are embossed, in order to place the pre-authorisation for liability cover and security deposits and or any applicable charges. The holder of the credit cards needs to be present at vehicle collection in order for the transaction to be processed. THRSA is not responsible for any currency fluctuations that may occur in any transactions. FULL PAYMENT must be received 14 working days prior to date of collection.

We require payment 30 days prior to date of collection for the following:

- All special events.
- Bulk bookings – defined as bookings for groups of 10 vehicles or more.
- Exceptions will be applied to tour groups where specific arrangements will be made.

12. EQUIPMENT

All Maui Motorhomes and Britz 4×4 Equipped vehicles are supplied with equipment (unless otherwise agreed upon). Our liability cover options do not cover any equipment supplied with the vehicle. Any loss or damage to the equipment including items such as GPS, baby seats, awnings, steps etc. will be charged to your credit card. Should any of your equipment malfunction during the rental period, THRSA is not liable to provide a replacement vehicle. Repairs can be made according to clause 24 of this document, titled Vehicle Repairs.

13. ROAD RESTRICTIONS

Motorhomes can only be driven on sealed/tarred, bitumen and gravel roads in SOUTH AFRICA, ESWATINI (SWAZILAND) and LESOTHO.

THRSA will allow Motorhomes to travel into Namibia with a once-off surcharge fee of ZAR5000.00.

Motorhomes can only be driven on sealed/tarred roads in Namibia (Motorhomes can only be driven on gravel roads in order to reach your campsites). Tyres, rims, windscreens and glass will not be covered on Motorhomes in Namibia, irrespective of waiver option taken.

4×4 Equipped vehicles are allowed to be driven on public bitumen/tar roads or gravel roads as well as on public recognized 4×4 tracks in Botswana, Mozambique (Up to Vilanculos only), Namibia (THRSA does not allow dune driving with their vehicles), South Africa, Zambia (up to Livingstone only) and Zimbabwe (up to Harare).

THRSA does not allow our vehicles to enter the following countries under any circumstances: Kenya, Angola, Malawi or Tanzania. Any locations north of the permitted locations are not allowed.

For your own safety – It is highly recommended to avoid driving before sunrise and after sunset

14. CROSS BORDER DOCUMENTATION

A once off cross border fee per vehicle per rental of ZAR1000.00 applies for cross border documentation into Lesotho, Namibia and eSwatini (Swaziland). The vehicle documentation is for the vehicle cross border requirements ONLY. THRSA is not liable for the arrangement or payment of visas, permits, third party insurances or road taxes applicable to the countries of entry. These are for the renter's account and can be arranged prior to travel or at the borders of the applicable countries. All cross border applications are to be accompanied by a clear copy of the renter's passport & driver's license to be received seven days prior to collection. (Please note THRSA cannot be held liable for any time delays regarding border documentation, costs and crossings)

15. VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain. Repairs of up to ZAR1,500.00 may be affected without prior authorisation from THRSA and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above ZAR1,500.00 will require verbal/telephonic approval from THRSA on-road assistance, where a ticket will be logged on our ticketing system for reference when submitting your claim. (The numbers are provided in your rental pack). Should approval not be obtained the claim may be disputed.

Should a call-out fee be charged by a supplier to replace a tyre, approval must be obtained from THRSA road side assist. Should permission be granted by THRSA for an overnight stay in a lodge, due to repairs, a maximum allowance of ZAR1500.00 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa – (Namibia & Botswana)

The original receipts must be submitted to your return branch when claiming against your LLR1 (Loss Liability Reduction) or Super Cover/LLR2 (Loss Liability Reduction), where a once off admin fee of ZAR1500.00 will be levied for this claim.

Should a replacement vehicle be required due to a mechanical fault not due to negligence, THRSA will replace the vehicle within 24 hours in South Africa and 48 hours outside of South Africa, at no extra cost to the renter.

16. KEYS

THRSA Call Assist must be informed of keys lost or locked inside a vehicle. The replacement or recovery of keys is for the renter's account. THRSA cannot be held liable for any accommodation, time/days and/or personal items lost or any other costs incurred, due to the replacement or recovery of keys. **(It is the renter's responsibility to safe guard the vehicle while the keys are being replaced)**

17. TYRES

The renter is responsible for the repairing of flat or punctured tyres. The driver should not exceed the road traffic ordinance. For your safety, THRSA recommends a **maximum** speed of 120km/h on tarred roads, and 60km/h on gravel/sealed or corrugated roads, and 40km/h in National Parks. Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is a new tyre of the same brand, size and that it has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded tyres are NOT acceptable. The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The company's minimum tread requirement is 4mm which is within the South African Road Ordinance limits of 4mm.

18. TRACKING

All THRSA vehicles are fitted with tracking devices. Tracking is monitored in all Southern Africa destinations as allowed by THRSA. THRSA reserves the right to repossess the rental vehicle at any time if it is found illegally parked, being used to violate the law or appears to be abandoned and/or continuously exceeds the **maximum** speed limit of 120km per hour. If the renter is in breach of any terms or conditions of the rental agreement.

Please note – The tracking devices fitted into our vehicles are not used for emergency or safety purposes.

19. INFRINGEMENTS

The renter is liable for all fines and penalties incurred during the rental period plus an administration fee of ZAR300.00 for each infringement or penalty notice that has been redirected by THRSA to the renter.

Fire Extinguishers – A fire extinguisher may only be used in the event of a fire within the vehicle, fire extinguishers used for any other purpose/where the seal is broken a ZAR500.00 will be levied.

20. CANCELLATION / NO-SHOW PENALTIES

Cancellations are charged according to the below. Fees in percentage of total rental amount. Late collections or early returns are nonrefundable.

- Cancellation 31 days or longer before collection : No cancellation fee
- Cancellation 30 days before collection : 25% cancellation fee.
- Cancellation 8 to 29 days before collection : 50% cancellation fee.
- Cancellation 7 days before collection / No-Show : 100% cancellation fee.

Cancellation 7 days before collection is treated the same as a No-Show and full value of rental is payable immediately: IE 100% cancellation fee.

The Renter acknowledges and agrees that the Company's standard cancellation and/or no-show penalties shall apply in the event of a Force Majeure Event.

21. FEES – MANDATORY CONTRACT; EQUIPMENT; EXTRAS; ONE-WAY & DELIVERY/COLLECTION

MANDATORY ITEMS	CHARGE
Contract Fee	ZAR250.00 per rental
After Hours Surcharge (for all departures/returns outside normal office hours and on request) – refer to office hours	ZAR550.00 per collection
All claims admin fee (payable on claim submission)	ZAR1500.00

Fire Extinguisher fee (in the event a fire extinguisher was used for incorrect purposes)	ZAR500.00
Traffic fine admin fee (Payable if a fine is levied)	ZAR500.00
OPTIONAL ITEMS	CHARGE
Change of destination fee	ZAR1000.00 (after commencement of rental plus the applicable one-way fee)
Baby / Child Seat	ZAR500.00
Border Documentation	ZAR1000.00
Additional Driver	ZAR250.00
Additional items requested	ZAR1000.00 per rental
ONE WAY / DELIVERY OR COLLECTION:	
A fee is charged for any rentals that require a one way drop off or collection between primary depots. A fee is charged for any rentals that require a delivery or collection between a primary & secondary depots or a secondary and secondary depot. Please refer to the ONE WAY, DELIVERY/COLLECTION FEES schedule (Annexure 1). Please also note that vehicles that are delivered to a secondary location, may not be handed over with a full fuel tank.	

22. SUBSTITUTIONS

If, for reasons beyond our control, the reserved vehicle is not available, THRSA reserves the right to substitute a larger or superior vehicle at no extra cost to the renter. This shall not constitute a breach of contract and does not entitle the renter to any form of refund or claim against THRSA. **(For example where a 2 berth motorhome is substituted with a 4 berth motorhome, this is not construed as a breach)**

23. TAXES & CURRENCY FLUCTUATIONS

All charges include 15% VAT in South Africa and Namibia, 14% VAT in Botswana. THRSA is not responsible for any currency fluctuations that may occur in any transaction. Terms and conditions are subject to change in accordance with changes in government taxes.

24. GENERAL

Any claims or legal action in connection with the provision of our services to the client will be governed by the laws of South Africa. Any claim or legal action against the suppliers is likely to be subject to the terms and conditions of our contract with them.

- Locations within South Africa are charged at South African vehicle daily rates.
- Whilst including the same facilities, some motorhomes may have different layouts and or equipment types to those shown. All measurements and volumes shown are approximate. The information provided is subject to change without notice.
- Towing is not permitted under any circumstances.
- The information provided is subject to change without notice.

ENTIRE AGREEMENT / NON-VARIATION

This document contains the entire agreement between the renter and the Company, and neither party shall be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. No variation, alteration, or addition to, or omission from this agreement is valid/binding, unless reduced to writing and signed by the renter and an authorized employee of the company. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of the agreement and shall not affect the validity of these provisions.

DOMICILUM CITANDI ET EXECUTANDI

The Renter chooses the address stated on the face of the agreement as registered/legal address. The Company chooses its registered address of 17 Sim Rd, Pomona, Kempton Park, Gauteng, South Africa

JURISDICTION

This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

GOVERNING LAW

The company and the renter hereby agree and consent that this rental agreement will be governed and be enforced in terms of the applicable South African laws.

CONSENT TO JURISDICTION

The renter and the company both consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or irrespective whether the claim may exceed the jurisdiction of the Magistrate's court.

LEGAL COSTS AND/OR EXPENSES

In the event that the Company incurs expenses in recovering any monies due to it from the Renter or any other person arising from this agreement, the Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees and necessary disbursements.

JOINT AND SEVERAL LIABILITY OF AUTHORISED DRIVERS

In terms of this agreement the renter and /or any authorized driver may be held joint and several liability towards the company towards all monies due and owing to it in terms of this agreement.

AUTHORIZATION TO CREDIT SEARCH AND CONFIRMATION

The Renter hereby consents and authorizes the Company or its nominated representative to undertake any enquiry the Company deems fit about the Renters credit and or criminal record with any credit bureau, credit agency and/ or other third party to confirm details of the Renter as and when the need arises.

INDULGENCES

No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a waiver of otherwise affect any party's rights in terms of this agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.

FORCE MAJEURE

If the Company is prevented or restricted in any way from carrying out all or any of its obligations under this agreement by reason of Force Majeure (an event or circumstance beyond the control of the parties, such as, but not limited to: war, strike, riot, pandemic, crime, fire, or an Act of God such as flooding, an earthquake, storm or adverse weather conditions, an act of Government or other authority which prevents one or both parties from performing their obligations under this agreement) then the Company will be relieved of its obligations in terms of this agreement during such period of force majeure. The Company will not be liable for any loss, damage, action or claim which may be brought by the Renter or by any other party in consequence of such delay or inability to perform.

25. CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION

By signing the Rental Agreement, the Renter consents to:

- the processing and further processing of his personal information by the Company or any of its operators or agents on the condition that they will secure the integrity and confidentiality of the Renter's personal information. The Renter further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa;
- the collection of information by the Company from any other source to confirm and supplement the personal information which the Company has about the Renter;
- the collection of information by the Company from any other source to confirm and supplement the personal information which the Company has about the Renter;

- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;
- the Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services;

26. ALL RIGHTS RESERVED

Rates and terms and conditions of rental may be subject to change.

27. ANNEXURES

[Click here to view Annexures 1, 2 and 3](#)