

## U-Rent - Terms and Conditions

The terms and conditions set out below form part of the Rental Agreement (RA) between the company identified in the RA (Us, We, Our) and the Hirer (I, You, Your) to hire the vehicle identified in the RA. Hirer means the person/ company named in the RA as the Hirer and any person/company who provides a Credit Card Authority to Us. In hiring the Vehicle You confirm that you have read, understood and accepted these terms and conditions. Capitalised terms have the same meaning as given to those terms in the RA.

### 1. VEHICLE CONDITION

- You acknowledge receiving the Vehicle from Us:
  - in a good and clean condition except as specified in the Vehicle Details and Conditions Report;
  - with manufacturer supplied tools, tyres, accessories and equipment, keys, and any other items specified on the Vehicle Details and Condition Report or in the RA;
  - with the seal of the odometer unbroken; and
  - with the Check Out Odometer Reading and Fuel Reading set out in the RA.
- You agree to maintain tyre pressure, fluid and fuel at the proper operating levels and to immediately report to Us any defect.

### 2. RETURN OF VEHICLE

- You agree to return the Vehicle to Us:
  - in the same condition in which You received it (fair wear and tear excepted);
  - to the Return Location in the RA by the Return Date and Time in the RA;
  - with all of the items described in Clause 1(1)(b) in good condition;
  - with a fuel reading at least equal to the Check Out Fuel Reading in the RA.
- We must be notified and agree to any extension of the period of hire, in advance of the Return Date. If You fail to return the Vehicle to Us by the Return Date & Time, the Vehicle will be immediately reported to the Police as having been stolen.
- We may take possession of the Vehicle without prior demand if it is illegally parked or if, in Our opinion:
  - it is being used, in contravention of any law or of a term of this RA; or
  - it has apparently been abandoned.
- You will be responsible for the Vehicle and the Hire will continue until We make Our final inspection (including where the inspection cannot take place for some time e.g. You return the Vehicle to a location which is unattended or the Vehicle is returned outside the hours of operation).

### 3. USE OF VEHICLE

- You agree that the following persons must not drive the Vehicle (unless authorised by Us in writing):
  - a person who is not identified under "Hirer and Driver Information" in the RA;
  - a person who does not hold a current unrestricted motor vehicle driver's license for the particular class of Vehicle hired (learner permits and provisional licenses are not acceptable);
  - a person whose breath or blood alcohol concentration exceeds the maximum lawful concentration or who is intoxicated or who is under the influence of any drug, toxic, or illegal substance;
  - a person who has given Us or for whom You have given Us a false name, age, address or driver's license details;
  - a person, whose driver's license has been cancelled, endorsed or suspended within the last three years; or
  - a person who is under the age of (23 ) years.
  - an additional driver, unless the additional driver charge is accepted and the additional driver complies with the conditions above and is named on the face hereof.
- You agree that the Vehicle must not be used by You or by any Authorised Driver (unless authorised by Us in writing):
  - to propel or tow any vehicle (not being a trailer), or to propel or tow any trailer with a load in excess of the capacity of the trailer, towing mechanism or Vehicle;
  - to carry any greater load, number or persons or for use in a manner or for a purpose for which the Vehicle was not designed and constructed, or to carry any greater number of persons than the Vehicle has seat belts (particularly as seat belts must be worn by all occupants of the Vehicle);
  - for racing, pacemaking, reliability trials or hill climbing, or being tested in preparation for those purposes;
  - in contravention of any criminal legislation, any legislation involving a penalty, or for any illegal purpose whatsoever;
  - in contravention specifically of any road safety laws in force from time to time where the Vehicle is being driven; or
  - if We have directed You or any Authorised Driver not to drive the Vehicle or if the Vehicle is damaged or unsafe;
- You must keep the Vehicle locked at all times whilst it is unattended.

### 4. CHARGES

- You agree to pay on demand all of the following charges for the period up until return to or recovery by Us of the Vehicle (whether or not charges are detailed in the RA):
  - all charges at the rates described under "Rental Charges" in the RA. Daily rates apply to each consecutive 24 hour period commencing from the Check Out Time;
  - the cost of repair or reinstatement of loss or damage where loss or damage cover offered by Us does not apply;
  - where You breach any of Your other obligations under this RA (without limiting any other right We have), such sum as is necessary to compensate Us for Our loss or damage as determined by Us acting reasonably;
  - all fines, penalties, all applicable additional charges and other similar charges incurred by You or any other driver of the Vehicle, or any such charges lodged against the Vehicle during Your period of hire plus Our administration fee per event;
  - the cost to Us of recovering the Vehicle in the circumstances described in Clause 2(3);
  - the replacement cost of any lost keys;
  - where You fail to return any of the items described in Clause 1(1)(b) in good condition, the cost to Us of replacing the same.
- Final charges will be determined after a final inspection by Our representative which will be made as soon as practicable after return to, or recovery by Us of the Vehicle.

### 5. PAYMENT OF CHARGES

- You hereby irrevocably and unconditionally authorise Us to charge to Your credit card and/or to charge to Your account (as nominated respectively under "Payment Information" in the RA or in the Credit Card Authority) all charges payable by You under this RA. Such charge will be considered a demand for the purposes of clause 4.
- If You fail to make full payment of any charge due to Us:
  - You agree to pay to Us:
    - interest on all outstanding charges at a rate of 15.5% per annum. You agree that such interest is a genuine pre estimate of Our costs. Payments received will be credited firstly against any accrued but unpaid interest; and
    - Our costs of recovering or attempting to recover from You outstanding charges, including any attorney-and-own-client-costs, and legal costs on a full indemnity basis, collection commission and any costs of tracing you or the vehicle,

### 6. DAMAGE AND LOSS WAIVERS

#### 1. Damage and Loss Waivers- Declined

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 Dealers Guide recommended retail selling price of a new vehicle of the same make and model as the vehicle in the month of its 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 the presentation of invoice.

#### 2. Damage and Loss Waivers- Accepted

If you accept Damage Waiver or Theft Waiver and you accept to pay the excess, 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.
- if you have not complied with the terms and conditions hereof, 6.1 shall be deemed to apply to you.

- 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 and 6.2
- Third Party Claims  
For the purpose of this clause, the 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.
- if 6.1 or 6.2 apply, you will be responsible for all third party claims.

### 7. STANDARD COVER

- Subject to the conditions set out in Clause 8 and the exclusions to cover set out in Clause 6 and Clause 9, you will pay for:
  - the amount of any accidental loss or damage to Our Vehicle (including prior accident value or repair costs), Our assessment fees, towing and storage fees, Our legal and investigative expenses, Our loss of rental revenue and Our service charges; and
  - any amount which You are legally held liable to pay, as a result of an accident caused by Your use of the Vehicle, for loss or damage to property other than any property owned by You (or any relative, associate, passenger or any person known to You) or any property in Your physical or legal control.

### 8. CONDITIONS OF COVER

The payment referred to in clause 7(1) is subject to:

- You not being in breach of any terms or conditions contained in or implied by this RA;
- You promptly reporting to Us and the police or other relevant authority, and in any event within 24 hours, any incident involving loss or damage to the Vehicle or any other property or injury to any person;
- You providing such information and assistance as may be requested by Us including, but not limited to, being interviewed by an investigator, or attending any Court hearing, and if necessary, authorising Us to bring, defend or settle legal proceedings. However, We shall have sole conduct of any such proceedings;
- You giving to Us promptly every summons, complaint, demand or notice in relation to any loss or damage;
- You submitting to any tests required by the police to determine the concentration of alcohol or drugs in Your blood;
- You not leaving or decamping an accident without providing full particulars to all relevant persons and authorities;
- You not being covered under any policy of insurance covering the loss or damage in which case You will not be covered by Us;
- You not providing any false information, nor engaging in any fraudulent activity, in respect of Your hire of the Vehicle or in Your dealings with any law enforcement officer or authority during the period;
- You not, without Our consent, making or giving any offer, promise of payment, settlement, waiver, release, indemnity or admission of liability.

### 9. EXCLUSIONS TO COVER AND LIABILITY

You must always pay the cost of and are liable for:

- damage or loss caused to the Vehicle or third party property as a result of You breaching the RA;
- damage or loss arising from Theft, where the Vehicle is left unlocked or unsecure or You have not kept the keys secure;
- damage or loss where the Vehicle is totally or partially immersed in water regardless of cause;
- damage or loss to the interior of the Vehicle, which requires professional cleaning, deodorising or repair;
- damage or loss to the tyres, such as punctures, cuts, abrasions or to the windscreen such as chips, cracks and stars;
- damage or loss caused by use on construction sites, mines and unsealed roads;
- overhead damage being damage or loss sustained to the Vehicle or any other property caused by driving the Vehicle into or under any object of the same or a greater height than the base of the Vehicle's front windscreen, or damage caused by persons placing objects on the roof of the Vehicle;
- damage or loss to the undercarriage of the Vehicle or to any other property arising from contact between the undercarriage and any object, obstruction or road surface regardless of cause.
- damage or loss to the tailgate lifter, ramps and associated equipment during usage of those items;
- damage or loss to the Vehicle or third party property caused by You failing to secure properly any load or equipment;
- damage or loss caused to the Vehicle or third party property by loading or unloading to or from the Vehicle;
- damage or loss to the Vehicle deliberately caused by You or by You using the Vehicle in a dangerous or reckless manner;
- the cost of towing or salvage of the Vehicle in or from a remote or sparsely populated area;
- costs or expenses incurred including legal costs (on a full indemnity basis) and interest as a result of Your failure to deliver immediately every summons, complaint, demand or notice in relation to any loss or damage;
- damage to or loss of any personal property owned by You (or any relative, associate, passenger or any person known to You) or any third party, including personal property left in the Vehicle, or any property received, handled or stored by Us at any time;
- Your death or personal injury or the death or personal injury of any other person except to the extent that it is caused by Our negligence; and
- damage or loss suffered by Us as a direct or indirect result of You providing false information, or engaging in any fraudulent activity, in respect of Your hire of the Vehicle or Your dealings with any law enforcement officer or other authority during the hire period, and We reserve the right to recover an amount from You in respect of such losses.
- 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 caused by any fault of ours, our agents or our servants.
- Damage or loss suffered due to the vehicle been taken into any area or on any road where there is risk that the vehicle may be damaged, stolen or lost due to civil disturbance, riot or any act of political unrest.

### 10. GENERAL PROVISIONS

- We reserve the right to refuse hire of another vehicle to You following any incident or accident or where You have breached a term of this RA.
- You will under no circumstances drive the hired vehicle beyond the Territorial limits of the Republic of South Africa without Our written consent.
- No Hirer, driver or passengers in the Vehicle shall be deemed to be Our agent, servant or employee, in any manner or for any purpose whatsoever.
- To the fullest extent permitted by law, we are not liable for any indirect, special, incidental or consequential damage, or loss of profits or loss of earnings, suffered by You or any other person due to any breach of this RA by Us and You release and indemnify Us (including for legal costs) from any such claim.
- None of Our rights under this RA may be waived except in writing by one of Our officers.
- Words used in this RA and/or noted on the RA include all genders and singular words include the plural.
- You warrant that all information supplied in connection with this RA, whether before or after the date hereof, is or shall be true and correct in all respect, and that You will immediately notify Us of any such changes.
- References in clauses 6, 7, 8 and 9 to "You" or "Your" shall include the Hirer and all Authorised Drivers in the RA.
- Where "You" are more than one person Your obligations under this RA are joint and several. "Person" includes a company.
- All notices in terms hereof shall be given to you at the address set out on the face hereof, any notice posted to us shall be deemed to be received 7 days after posting, unless you prove the contrary.
- You consent to the Magistrates Court jurisdiction in respect of any action instituted by Us in connection with this agreement and agree that we may in our discretion institute action in any High Court Action division in South Africa having jurisdiction to which Jurisdiction you consent.
- This agreement shall be governed by the laws of the country wherein the rental originate from as set out on the face thereof.