

Terms & Conditions of hire

Please note that these are important conditions limiting your rights and should be read carefully.

1. DEFINITIONS AND INTERPRETATIONS:

- 1.1 "ADDITIONAL DRIVER" means such person who, in addition to the driver, is duly authorised by Highway Bakkie Hire (Pty) Ltd (HBH) to drive the vehicle as reflected on the overleaf;
- 1.2 "DAMAGES" (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage, replacing parts and / or accessories, remunerating an expert to inspect any incident and report thereon, and reimbursing such expert or any other charges incurred related to an incident of whatsoever nature;
- 1.3 "DAY" means a period of TWENTY FOUR (24) hours (or any part thereof), calculated from time out as reflected on the overleaf;
- 1.4 "EXTEND" means any extension of the rental period authorised by HBH;
- 1.5 "FIRST AMOUNT PAYABLE OR EXCESS" means the first amount that the Renter is responsible to pay in respect of any damages that may result in a claim;
- 1.6 "HBH" means Highway Bakkie Hire (Pty) Ltd, carrying on business from 33 Old Main Road, Hillcrest, KwaZulu-Natal, 3610, ALTERNATIVELY any HBH Franchise carrying on business at the address as illustrated on the overleaf;
- 1.7 "MONTH" means a period of THIRTY (30) days (or any part thereof), calculated from the time out as reflected on the overleaf;
- 1.8 "RENTAL PERIOD" means the period between the date and time out and the termination date and time as specified on the overleaf, or if such period is extended, the date and time entered on HBH records of rental;
- 1.9 "RENTER" means all of the persons, jointly or severally, whose names appear on the rental agreement hereof, including an additional driver;
- 1.10 "TOTAL LOSS" means- (a) damages where the estimated costs of repairs is such that the vehicle is, in the sole and absolute discretion of HBH, uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or (b) when the vehicle is stolen and/or lost; The amount of the total loss will be the retail value as reflected in the Mead and McGrouther's publication or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage;
- 1.11 "VEHICLE" means the motor vehicle described on the face hereof including, all keys, tyres, tools, equipment and documents in and on the vehicle when the Renter takes delivery of the vehicle and includes any replacement vehicle which has been officially authorised by HBH whether or not such replacement vehicle was authorised or approved by the Renter.
- ### 2. RENTAL / DELIVERY / USE / RETURN OF VEHICLE:
- 2.1 HBH rents to the Renter, who hires the vehicle subject to these terms and conditions applicable at the time of the rental. The Renter will be bound by these terms and conditions, whether he was driving / responsible or not;
- 2.2 Delivery and transfer of the risk in and to the vehicle shall occur at the time and place that the Renter or his duly authorised representative, or the additional driver takes possession of the keys and/or vehicle at the renting location;
- 2.3 The vehicle shall be deemed to have been delivered to the Renter in good order and repair without any damage to, but shall not be limited to, the paintwork, upholstery, tyres, rims and accessories unless such damage is recorded in writing and signed by HBH and the Renter. The Renter, by appending his signature to the vehicle check list, acknowledges that he was afforded a reasonable time to inspect the vehicle. The vehicle will be fully fuelled for the convenience of the Renter;
- 2.4 The vehicle may be utilised by the Renter for the rental period or any extended period as agreed to by HBH;
- 2.5 The Renter agrees that any extension so noted on HBH's records would correctly reflect such extended period as agreed to by HBH;

2.6 During the rental period the vehicle may not be used:

2.6.1 For the conveyance of passengers / goods for reward;

2.6.2 To propel or tow any other vehicle (including a caravan or trailer);

2.6.3 Beyond the borders of the Republic of South Africa, unless authorised by HBH in writing;

2.6.4 To transport goods in violation of any customs laws or in any other illegal manner, in any motorsports or similar high risk activity. In this regard the Renter undertakes to adhere to the Traffic Rules and Regulations of the Republic of South Africa;

2.6.4.1 The vehicle may be fitted with a vehicle management system which will limit the use of the vehicle by prohibiting the Renter to exceed the speed limit assigned by the Traffic Directorate of the Republic of South Africa to each registered route in the Republic;

2.6.4.2 Should a route not be registered, the speed of the vehicle will be limited to 80km/h;

2.6.4.3 HBH, by way of the abovementioned vehicle management system shall be able to, but not limited to, monitor the vehicle's usage, speeds and whereabouts at all times;

2.6.4.4 HBH shall be entitled to use such information (including in Court proceedings) as it deems fit. HBH shall be entitled to terminate this agreement based on any of this information, should same demonstrate a material breach of these terms and conditions;

2.7 The Renter shall make adequate provision for the safety and security of the vehicle and, in particular, but without limiting the generality of same, shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any) must be activated and any anti-theft device in the vehicle must be properly secured and in place when the vehicle is not in use;

2.8 The Renter will ensure that the keys of the vehicle are under the Renter's control at all times;

2.9 HBH will at all times remain owner of the vehicle;

2.10 The Renter shall return the vehicle, at the Renter's expense, to an authorised representative of HBH at such time and location agreed to by HBH;

2.11 The Renter acknowledges that failure to return the vehicle in terms hereof, shall constitute illegal possession by him, and HBH may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any costs incurred by HBH to retrieve the vehicle will be for the account of the Renter;

2.12 The vehicle shall be returned to HBH in the same condition as received, that being undamaged, in good order and in roadworthy condition, fair wear and tear is expected;

2.13 Save for 7 above, the sole risk of loss or damage to the vehicle will remain vested in the Renter until such time as HBH has recorded the return of the vehicle;

2.14 It is the responsibility of the Renter to ensure that the vehicle is fully refuelled when returning the vehicle; failure to do so will result in HBH refuelling and charging the Renter for the fuel.

3. TERMINATION / CANCELLATION / EXTENSION OF RENTAL;

3.1 Notwithstanding anything to the contrary contained herein, HBH, as well as the Renter, shall be entitled to terminate this agreement for any material breach by the other party by written notice to the Renter/HBH, whereupon the Renter shall immediately return the vehicle to HBH. In the event of such failure to return the vehicle to HBH, HBH shall be entitled to recover possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the Renter and the rights of HBH, as the owner of the vehicle, shall continue in full force and effect until the vehicle has been returned to HBH in terms of this agreement and the Renter has complied with all his obligations. Any costs incurred by HBH to retrieve the vehicle will be for the Renter's account;

3.2 The Renter shall give HBH TWENTY FOUR (24) hour notice prior to the termination of the agreement, or his intention to extend the rental period. The rental period shall be extended on acceptance by HBH on the extended rental period proposed by the Renter;

3.3 In the event that the Renter returns the vehicle to HBH subsequent to the termination of the rental period as specified on the reverse hereof the Renter will be deemed to have extended the rental period subject to the same terms, conditions and charges applicable herein, up until the vehicle is returned to HBH. In the event of the Renter hiring the vehicle on a monthly basis, the Renter will be liable for a full new month's rental even should the vehicle be returned to HBH at the beginning of any new month.

4. THE RENTER:

4.1 The vehicle may only be driven by the Renter (definition of Renter shall refer to 1.9);

4.2 The Renter warrants that at all times the vehicle will not be driven by any person other than those authorised in terms of this agreement. Every person driving the said vehicle will comply with all the applicable laws and will comply in all respects with the provisions of this agreement;

4.3 If the vehicle is driven by anyone other than the Renter, then, without derogating from any rights or remedies which HBH may have, the Renter shall remain liable for all his obligations in terms of this agreement, and in particular, he shall be liable to HBH as if he had been the driver of the vehicle;

4.4 The Renter warrants that he is entitled and has the capacity to enter into the agreement and that all particulars given to HBH and/or recorded on the rental agreement are true and correct.

5. RENTAL RATES AND CHARGES:

5.1 The Renter agrees to pay HBH the rental rates plus all other charges and fees opted for and utilised by the Renter as contemplated on the overleaf and up until the vehicle is returned to HBH;

5.2 Rental rates, charges and fees will be calculated for the whole of the rental period (including any extended period as agreed by HBH) at the rates and on the basis set out on the overleaf including all taxes levied on any amount payable by the Renter;

5.3 In determining the rental charges, the distance travelled by the vehicle shall be determined from the vehicle's odometer, or if this is not possible for any reason, by HBH in its sole and absolute discretion, or any other fair and reasonable basis and the Renter shall be obliged to furnish such information and assistance as HBH may reasonably require for that purpose. If the odometer has been tampered with, then the kilometres travelled will be deemed to be 500 (five hundred) kilometres per day;

5.4 The Renter shall be liable for all fines, penalties and like expenses including but not limited to parking, traffic and other expenses, arising out of or concerning the use of the vehicle during the rental period and the Renter accordingly indemnifies HBH against any liability resulting therefrom.

6. PAYMENT:

6.1 All payments are due on demand. All charges payable by the Renter shall be payable by credit card or in cash at the termination of the rental period unless HBH requires all or any of the charges to be prepaid in advance;

6.2 The Renter will not be entitled to set-off or withhold payment of any amounts due in terms of this agreement for any reason whatsoever;

6.3 In the event that the Renter returns the vehicle to HBH prior to the termination of the rental period as specified on the overleaf, the Renter will pay, at the discretion of HBH, either the usual rates and charges applicable to the rental period and/or all kilometres actually used, or the rates and charges as if the full rental period was fulfilled and/or kilometres occurred;

6.4 In the event of an incident and/or if the vehicle is stolen and/or lost, the amount of the damages and/or total loss as suffered by HBH is payable by the Renter immediately on demand by HBH or its duly authorised representative;

6.5 The Renter shall be obliged to accept the quotation for repairs as proof of quantum for the damages caused to the vehicle. The Renter, by signing the rental agreement, accepts full responsibility for the damages incurred for which he is liable. The Renter agrees that if payment is to be made by credit card, his signature on the rental agreement shall constitute authority to debit his credit card for the total amount due including his full liability for any damages incurred;

6.6 If any amount is not paid on due date, HBH may without prejudice to any rights it may have, charge interest on the overdue

amount at the applicable legal rate or prime as charged by ABSA Bank Limited plus 3% (whichever is the higher), and in the sole discretion of HBH;

6.7 A certificate of a Director, manager or accountant of HBH as to any amount owed by the Renter to HBH shall constitute sufficient (prima facie) proof of that amount.

6.8 The Renter shall be liable for all Attorney and Own Client costs incurred by HBH in instructing its Attorneys to recover any outstanding amounts not paid by the Renter.

7. RENTER'S RISKS AND LIABILITIES

7.1 HBH shall have duly insured the vehicle, under a standard insurance policy, at the time this agreement is entered into, thus affording cover should there be an incident resulting in damage and/or total loss to the vehicle.

7.2 The Renter hereby undertakes to pay any excess due under such insurance policy held by HBH as a result of such incident but the excess due, will be up to a maximum of R5000.00 (five thousand Rand);

7.3 This R 5000.00 is payable by the Renter whether or not the damage is attributable to the fault or negligence of the Renter. The Renter shall be refunded the excess paid only if HBH insurers are successful in recovering same from the third party.

7.4 In the event of HBH insurers repudiating the insurance cover as a result of the renters negligence then the renter shall be liable for any damage/and or total loss sustained to the vehicle howsoever the damage and/or total loss is caused.

7.5 HBH at its sole discretion is entitled to cancel the insurance on a particular vehicle should the renter be in default of any of the agreed payment terms. Should the insurance be cancelled by HBH the renter will be liable for all and any damage sustained to the vehicle irrespective of how the damage is caused.

8. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE:

8.1 The Renter shall notify HBH immediately becoming aware of the incident and shall within TWENTY FOUR (24) hours of the occurrence, complete and furnish to HBH, HBH's Standard Claim Form;

8.2 The Renter shall obtain the names and addresses of all parties involved in the incident including the names and addresses of any witnesses to the incident;

8.3 The Renter shall not admit or claim responsibility of liability nor release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability;

8.4 The Renter shall report any incidents of any nature to the Police within TWENTY FOUR (24) hours after its occurrence and the Renter shall furnish HBH a reference, case or docket number;

8.5 The Renter will co-operate with HBH and its insurers which shall include, but shall not be limited to, any investigation, claim or action;

9. INDEMNITY OF HBH BY RENTER:

Neither HBH nor any of its directors, officers, employees, servants or agents shall be liable for any loss or damage, whether direct, indirect, consequential or otherwise arising from the rental by the Renter of the vehicle, including without limitation, any defect in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of HBH to detect defects in or mechanical problems with the vehicle and whether such loss or damage results for breach of contract or delict, including negligence or otherwise which may be suffered by the Renter and/or any third party and/or passenger.

10. GENERAL:

10.1 This agreement contains the entire agreement between the parties. Neither party will have any right or remedy arising from any undertaking, warranty, or representation not included in this agreement unless recorded in writing and signed by the renter and HBH.

10.2 No relaxation of terms of this agreement and no indulgence which one party may grant the other, will in any way operate as an estoppel against the former party or be deemed to be a waiver of its rights, or in any other way limit, alter, or prejudice those rights.

10.3 If any provision of this agreement is found by a Court of Law to be invalid or void, such provision will be severed from the agreement without affecting the remainder of the provisions hereof;

10.4 The Renter consents to the jurisdiction of the Magistrate's Court should HBH at its election bring legal proceedings in a Magistrate's Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate's Court. The Renter agrees, however that HBH in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction;

10.5 The Renter shall not be entitled to cede any of its rights or obligations under the agreement or to rent or part with the vehicle, its tyres, tools or equipment or any part of it;

10.6 If HBH institutes any legal proceedings against the Renter to enforce any of its rights under this agreement, it shall be entitled to recover from the Renter, all the legal costs it incurs to its own Attorneys in accordance with their usual charges and assessed as between Attorney and Own Client including but not limited to collection commission and tracing agent charges;

10.7 The Renter chooses the address specified on the overleaf as his domicilium citandi et executandi, his chosen address for the delivery and service of notices and for service of all legal processes. 10.8 HBH hereby informs the renter that it supplies consumer credit information to the Credit Bureau and in this regard:-

10.8.1 the renter acknowledges that information on non-compliance with the terms and conditions of this agreement maybe transferred to the Credit Bureau;

10.8.2 HBH is entitled to obtain a credit profile and possibly credit scores on the credit worthiness of the renter.