Car Rental Agreement

1. Parties and rental details

1.1 Date and parties. This Car Rental Agreement (the "Agreement") is made on **[Date of agreement: _____]** at [Place of signing: _____] between the Company and the Renter named below. Each of them is a "Party" and together they are the "Parties".

1.2 Company. [Rental company's name: _____], registration number [Company registration number: _____], VAT number [Company VAT number: _____] (the "Company"), of [Company's physical address: _____], telephone [Company telephone: _____], email [Company email: _____].

1.3 Renter. [Renter's full name: _____], identity or passport number [Renter's identity or passport number: _____] (the "Renter"), of [Renter's address: _____], telephone [Renter's mobile number: _____], email [Renter's email: _____]. If the Renter is a company, close corporation, trust or other juristic person, the person who signs for it states that he or she is authorised to do so, and the Renter's nominated main driver is [Main driver (if the renter is a company): _____].

1.4 Vehicle. The Company rents to the Renter the following vehicle (the "Vehicle"): [Vehicle make and model: _____], registration number [Registration number: _____], VIN [VIN: _____], colour [Colour: _____], together with the keys, licence disc, spare wheel, jack, tools, accessories and any equipment listed in Schedule A.

1.5 Rental summary. The rental starts at [Collection branch or address: _____] on [Collection date and time: _____] and the Vehicle must be returned at [Return branch or address: _____] by [Return date and time: _____]. The rate, included kilometres, excess amounts and other charges are set out in Clause 7 and Schedule B.

1.6 Consumer status. This Agreement is a supply of goods by hire in the ordinary course of the Company's business. The Consumer Protection Act applies to it, unless the Renter is a juristic person whose asset value or annual turnover is R2 million or more at the time of signing. The Renter confirms that the Renter **[Is the renter a juristic person at or above R2 million?: _____]** a juristic person at or above that threshold. Where this Agreement refers to a right "where the CPA applies", that right applies to every Renter the CPA protects.

1.7 Order of documents. This Agreement consists of these clauses, the initialled notices in Clause 32, Schedule A (vehicle condition report) and Schedule B (charges and excess schedule). If they conflict, the clauses apply first, then Schedule B, then Schedule A, unless a Schedule records a specific term the Parties agreed for this rental.

2. Definitions and interpretation

2.1 Definitions. In this Agreement:

(a) "Business Day" means any day other than a Saturday, a Sunday or an official public holiday in the Republic of South Africa;

(b) "CPA" means the Consumer Protection Act 68 of 2008 and its regulations;

(c) "Damage" means any physical loss of or harm to the Vehicle, its keys, tyres, glass, accessories or equipment, including loss caused by theft, attempted theft, fire, hail, flood or vandalism, but

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excluding Fair Wear and Tear;

(d) "Damage Waiver" means the optional excess reduction cover described in Clause 18 that the Renter accepts in Clause 32;

(e) "Excess" means the maximum amount the Renter must pay for one event of Damage or theft under Clause 17, as stated in Schedule B;

(f) "Fair Wear and Tear" means the gradual deterioration of the Vehicle from ordinary, careful use for the distance driven, such as normal tyre wear and small stone chips on paintwork that do not need repair;

(g) "Authorised Driver" means the Renter, if a natural person, the main driver named in Clause 1.3 and any additional driver approved under Clause 6;

(h) "Rental Day" means each period of 24 hours, or part of it, starting at the collection time in Clause 1.5;

(i) "Rental Period" means the period from collection of the Vehicle until it is returned and checked in under Clause 20, including any extension;

(j) "POPIA" means the Protection of Personal Information Act 4 of 2013;

(k) "Territory" means the Republic of South Africa and any other country the Company approves in writing under Clause 12;

(l) "VAT" means value-added tax at the rate in force at the time of supply.

2.2 Interpretation. Headings are for convenience only. The singular includes the plural. A reference to a law includes that law as amended or replaced. The word "including" introduces examples and does not limit the general words before it. No rule of interpretation applies against a Party because that Party drafted this Agreement.

2.3 Plain language. The Parties intend this Agreement to be in plain language that an ordinary renter can understand. If a term is unclear, it must be read in the way that most favours the Renter where the CPA applies.

3. Hire of the vehicle and ownership

3.1 Hire. The Company hires the Vehicle to the Renter, and the Renter takes temporary possession of it, for the Rental Period and on the terms of this Agreement, in return for the charges in Clause 7.

3.2 Ownership. The Vehicle remains the property of the Company, or of the financier or other owner from whom the Company holds it, at all times. The Renter receives only a right to use the Vehicle. The Renter may not sell, lend, sublet, pledge or encumber the Vehicle, or allow any lien or claim to arise over it.

3.3 No purchase option. Nothing in this Agreement gives the Renter a right to buy the Vehicle, and no part of the rental charges is a payment towards its price.

3.4 Substitute vehicle. If the Vehicle in Clause 1.4 is not available at collection, the Company may offer a vehicle of the same or a higher category at the same rate. The Renter may refuse a vehicle of a different type. If the Renter refuses because no suitable vehicle is available, the Company must refund all amounts paid for this rental, including any booking deposit, within 7 Business Days.

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4. Rental period, collection and extensions

4.1 Collection. The Renter collects the Vehicle at the branch, date and time in Clause 1.5, unless the Parties agree on delivery to another address in Schedule B. On collection the Renter must produce the documents in Clause 5 and the payment card used for the deposit.

4.2 Rental Days. Charges are calculated per Rental Day. A grace period of [Grace period at return (minutes): _____] minutes applies at return before a further charge accrues.

4.3 Extension. The Renter may ask to extend the Rental Period by contacting the Company on [Company telephone: _____] or [Company email: _____] before the agreed return time. An extension is valid only when the Company confirms it in writing, including by SMS, email or app message. The rate for the extension is the rate in Schedule B unless the confirmation states another rate.

4.4 No automatic extension. If the Renter keeps the Vehicle beyond the agreed return time without an extension, Clause 20 applies. The Renter's possession after that time is unauthorised, but the terms of this Agreement continue to bind both Parties until the Vehicle is returned.

4.5 Early return. The Renter may return the Vehicle early. The Company will charge for the Rental Days actually used at the rate that applies to that shorter period, and will refund any prepaid balance within 7 Business Days after check-in, less only a reasonable early-return charge stated in Schedule B.

5. Renter and driver eligibility

5.1 Minimum requirements. Each Authorised Driver must be at least [Minimum driver age: _____] years old and must have held a driver's licence for at least [Minimum years licensed: _____] years. The Company may set a young-driver surcharge in Schedule B.

5.2 Valid licence. No person may drive the Vehicle on a public road unless that person holds a valid driver's licence for the class of the Vehicle. Each Authorised Driver must keep that licence in the Vehicle while driving and produce it when an authorised officer asks for it.

5.3 Foreign licence. A driver with a licence issued outside South Africa may drive only if the licence is valid, bears the driver's photograph and signature, and is printed in English. If the licence does not meet these requirements, the driver must also carry a valid International Driving Permit, which the driver should obtain before arrival in South Africa.

5.4 Documents at collection. At collection the Renter must show the Company each Authorised Driver's licence, an identity document or passport, proof of address if the Company asks for it, and a credit card in the Renter's name for the deposit in Clause 8. The Company may copy these documents for the purposes in Clause 23.

5.5 Refusal. The Company may refuse to release the Vehicle if a driver cannot produce a valid licence, appears to be under the influence of alcohol or a drug, or gives false information. If the Company refuses for one of these reasons, Clause 9.6 governs any refund.

5.6 Accuracy. The Renter confirms that the information the Renter gave the Company is true. If the Renter knowingly gave false information about a driver's age, licence or identity, the Renter is in breach of this Agreement.

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6. Additional and authorised drivers

6.1 Who may drive. Only an Authorised Driver may drive the Vehicle. The Renter may add a driver by naming that driver in Schedule B at signing, or later with the Company's written approval.

6.2 Requirements. Every additional driver must meet Clause 5, present a valid licence to the Company and sign this Agreement or a driver declaration that incorporates it. The additional driver charge, if any, is stated in Schedule B.

6.3 Responsibility. The Renter is responsible to the Company for the acts and omissions of every Authorised Driver and every person the Renter allows in the Vehicle as if they were the Renter's own.

6.4 Unauthorised driver. If a person who is not an Authorised Driver drives the Vehicle with the Renter's permission, the Damage Waiver in Clause 18 does not apply to Damage that occurs while that person drives, unless the person drove only in an emergency to obtain medical help or to move the Vehicle out of danger.

7. Rental charges, VAT and payment

7.1 Charges. The Renter must pay the rental charges in Schedule B, which include the daily or monthly rate, included kilometres, excess kilometre rate, the Damage Waiver if accepted, additional driver and young-driver charges, equipment hire, delivery and collection fees, one-way fees and the airport or location fee, if any.

7.2 VAT. If the Company is a registered VAT vendor, VAT at the standard rate in force applies to the rental charges, which is currently 15%. Every price in Schedule B states whether it includes VAT. The Company must issue a tax invoice for every payment.

7.3 Estimate and final account. Schedule B shows an estimate at signing. The final account at return adds only charges that arise under this Agreement, such as further Rental Days, excess kilometres, fuel and fines handling, and each such charge must be itemised.

7.4 Payment. The Renter must pay the estimated charges at collection, or as stated in Schedule B, by [Payment method: _____]. The Renter must pay the balance of the final account within 7 days after receiving it. The Company may charge the Renter's card for an undisputed amount in the final account after giving the Renter a copy of the account.

7.5 Disputed charges. The Renter may dispute any charge in writing within 30 days after receiving the final account, stating the reason. The Company must respond in writing with supporting documents within 10 Business Days and may not charge the disputed amount to the Renter's card while the dispute is open, except an amount the Renter does not dispute.

7.6 Late payment. Interest on an overdue undisputed amount runs at [Interest rate on overdue amounts: _____] a year from the due date until payment. The Company may not charge any collection fee or penalty that significantly exceeds the cost it actually incurs.

7.7 No change of price. The Company may not increase the rate or add a new charge during the Rental Period, except a charge already provided for in this Agreement.

8. Security deposit and card pre-authorisation

8.1 Amount. The Renter must pay a deposit of [Deposit or card pre-authorisation: _____] or authorise a pre-authorisation of that amount on the Renter's credit card (the "Deposit"). The Deposit secures the Renter's obligations under this Agreement, including the Excess, fuel, kilometres and fines handling.

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8.2 Renter's property. The Deposit remains the Renter's property. The Company must not treat it as its own, must keep proper records of it and must manage it with due care. If the Company fails to do so and the Deposit or any part of it is lost, the Company is liable to the Renter for that loss.

8.3 Pre-authorisation. A card pre-authorisation reserves the amount on the card and is not a payment. The Company may convert all or part of it into a payment only for an amount the Renter owes under this Agreement and only after giving the Renter an itemised account.

8.4 Release and refund. The Company must release the pre-authorisation, or refund the Deposit less amounts lawfully deducted, within [Business days to release the deposit: _____] Business Days after check-in. If an amount is still being assessed, such as a repair quotation, the Company may keep only a reasonable estimate of that amount and must release the rest within the same period.

8.5 Account of deductions. With every deduction from the Deposit, the Company must give the Renter a written account that lists each item and its amount, attaches the repair quotation, invoice, fine or fuel receipt for it, and states the balance. A deduction for Damage may not exceed the Excess unless Clause 17.5 applies.

8.6 Bank timing. The Renter accepts that the issuing bank decides how long it takes for a released pre-authorisation to appear on the card. The Company must give the Renter proof of the release date if asked.

9. Reservations and cancellation

9.1 Booking. A booking reserves a vehicle of the category in the booking confirmation for the dates stated. The Company may ask for a reasonable booking deposit, stated in Schedule B, when it accepts the booking.

9.2 Right to cancel. The Renter may cancel any advance booking at any time before collection by notice to the Company in any recorded manner, including email, SMS or app message.

9.3 Cancellation charge. The Company may impose a reasonable cancellation charge set out in Schedule B. The charge may not exceed a fair amount, taking into account the nature of the booking, how long before collection the Renter cancelled, whether the Company could reasonably rent the vehicle to someone else, and the general practice of the car rental industry.

9.4 Death or hospitalisation. The Company will not charge any cancellation fee if the Renter cannot honour the booking because the person for whom the booking was made has died or has been hospitalised. The Company may ask for reasonable proof, and must refund the full booking deposit within 7 Business Days after receiving it.

9.5 No-show. If the Renter does not collect the Vehicle and does not cancel, the Company may keep the booking deposit as its cancellation charge only to the extent that Clause 9.3 allows, and must refund any balance.

9.6 Failure by the Company. If the Company cannot provide a vehicle of the booked category, or refuses under Clause 5.5 for a reason that does not relate to the Renter or a driver, the Company must refund every amount paid within 7 Business Days. This does not limit any other remedy the Renter has in law.

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10. Condition of the vehicle at delivery and inspection

10.1 Quality. The Company must deliver the Vehicle in a roadworthy condition, reasonably suitable for the purpose for which a vehicle of its kind is normally used, of good quality, in good working order and free of defects. It must carry a valid licence disc, a serviceable spare wheel or tyre repair kit, a jack and wheel spanner, and the safety equipment listed in Schedule A.

10.2 Joint inspection. Before the Renter drives away, the Company and the Renter must inspect the Vehicle together and record its condition, including existing scratches, dents, chips and interior damage, the odometer reading and the fuel or charge level, in Schedule A. Either Party may take dated photographs or video, and both Parties may keep copies.

10.3 Hidden defects. If the Renter finds an existing defect or Damage not recorded in Schedule A, the Renter must report it to the Company within [Hours to report hidden defects: _____] hours after collection by phone and in writing, with photographs where possible. The Company must add it to the record. A defect reported later may still be shown to have existed at collection.

10.4 Unsafe vehicle. If the Vehicle develops a defect that makes it unsafe or unusable and the Renter did not cause it, the Renter may stop using it and must notify the Company. Clause 13.4 then applies.

10.5 Evidence. Schedule A is evidence of the Vehicle's condition at collection and at return. It does not stop either Party from proving that an entry was wrong.

11. Use of the vehicle and prohibited use

11.1 Careful use. The Renter must use the Vehicle carefully and in accordance with the manufacturer's handbook, keep it locked when unattended, engage any immobiliser or alarm, and keep the keys under the Renter's control at all times.

11.2 Lawful use. The Renter must obey all road traffic laws. No Authorised Driver may drive with a concentration of alcohol in the blood of 0,05 gram per 100 millilitres or more, or 0,02 gram per 100 millilitres or more if the driver is a professional driver, or while under the influence of any drug that impairs driving. The Parties agree that, for this Agreement, any driving while impaired by alcohol or a drug is prohibited use.

11.3 Prohibited use. The Renter may not use the Vehicle, or allow it to be used:

(a) to carry passengers or goods for reward, including as a ride-hailing or delivery vehicle, unless Schedule B allows it;

(b) in any race, rally, speed test, driving lesson or off-road course;

(c) on a beach, river bed or other surface not meant for vehicles, or on gravel roads that Schedule B excludes;

(d) to tow a trailer or other vehicle, unless the Vehicle has a tow bar and Schedule B allows it;

(e) to carry more passengers or a heavier load than the Vehicle is licensed or designed for;

(f) to carry dangerous, flammable or illegal goods;

(g) for any unlawful purpose, including the commission of a crime;

(h) by any person who is not an Authorised Driver, except under Clause 6.4;

(i) outside the Territory.

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11.4 Smoking and animals. Smoking, including e-cigarettes, is not permitted in the Vehicle. Animals may be carried only with the Company's consent, except a guide or assistance dog. A valeting fee in Schedule B applies if the Vehicle needs special cleaning because of a breach of this clause.

11.5 Alterations. The Renter may not alter the Vehicle, fit accessories, remove branding or interfere with the odometer or any tracking device.

11.6 Consequence. Use in breach of Clauses 11.2 or 11.3 is a material breach. Clause 18.4 explains when it affects the Damage Waiver.

12. Cross-border travel

12.1 Approval needed. The Renter may take the Vehicle outside South Africa only if the Company approves the trip in writing before collection and the destination country is listed in Schedule B. The Company may decline a country for safety, insurance or recovery reasons.

12.2 Documents. For an approved trip the Company will provide a letter of authority from the registered owner, a copy of the registration certificate and any other document it holds that border officials usually ask for. The Renter must carry these documents and present them at the border.

12.3 Costs. The Renter must pay the cross-border fee in Schedule B and every border, road, permit, insurance or levy charge that the destination country imposes.

12.4 Cover outside South Africa. The Damage Waiver applies in an approved country only if Schedule B says so. Roadside assistance and recovery outside South Africa may be limited, and the Company will tell the Renter in writing what cover applies before the trip.

12.5 Unapproved travel. If the Vehicle leaves South Africa without approval, the Renter must pay the reasonable costs of returning the Vehicle to South Africa, and Clause 18.4 applies to Damage or theft outside South Africa.

13. Maintenance, breakdowns and roadside assistance

13.1 Company's duty. The Company is responsible for servicing and mechanical repair of the Vehicle, and for wear items such as tyres, brakes and batteries that wear out through ordinary use.

13.2 Renter's checks. During the Rental Period the Renter must check the oil, water and tyre pressures at reasonable intervals and must stop driving if a warning light shows that continuing would damage the Vehicle.

13.3 Breakdown. If the Vehicle breaks down, the Renter must call the Company's roadside assistance line on [Roadside assistance number: _____]. The Renter may not authorise repairs over [Repairs the renter may authorise without consent: _____] without the Company's consent. The Company will refund the reasonable cost of an authorised repair against a receipt.

13.4 Replacement. If the Vehicle cannot be used because of a defect, mechanical failure or Damage that the Renter did not cause, the Company must, at its choice, repair the Vehicle within a reasonable time, provide a replacement vehicle of a similar category, or end the rental and refund the charges for the unused Rental Days. The Company bears the cost of towing and recovery in that case.

13.5 Renter-caused breakdown. If the breakdown results from the Renter's breach, such as using the wrong fuel, running out of fuel or losing the keys, the Renter must pay the reasonable recovery and repair costs in Schedule B, subject to Clause 17.

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14. Fuel, mileage and charging

14.1 Fuel policy. The Vehicle is supplied with the fuel or charge level recorded in Schedule A and must be returned at the same level, unless Schedule B states a prepaid fuel option.

14.2 Refuelling charge. If the Vehicle is returned with less fuel or charge than at collection, the Renter must pay for the missing fuel or charge at the rate per litre or per kilowatt-hour in Schedule B, plus the refuelling service fee stated there. The rate may not significantly exceed the Company's actual cost and reasonable handling cost.

14.3 Correct fuel. The Renter must use the fuel type stated in Schedule A. For an electric or hybrid Vehicle, the Renter must use compatible charging equipment and the charging cable supplied.

14.4 Kilometres. The rate includes the number of kilometres stated in Schedule B. The Renter must pay the excess kilometre rate for each kilometre beyond that allowance, calculated from the odometer readings in Schedule A.

14.5 Odometer failure. If the odometer stops working, the Renter must tell the Company at once. The Parties will then calculate the distance from the tracking record, if any, or from a fair estimate of the route driven.

15. Traffic fines, e-tolls and driver nomination

15.1 Renter's responsibility. The Renter is responsible for every traffic fine, parking fine, toll fee, electronic toll fee where it applies, and impound or towing charge that arises from the use of the Vehicle during the Rental Period.

15.2 Why nomination is needed. The law presumes that the registered owner of a vehicle drove it at the time of an offence, and parked it where it was unlawfully parked, unless the contrary is shown. The Renter agrees that the Company may give the Renter's name, identity number, address and licence details to the issuing authority to nominate the Renter, or the Authorised Driver who drove at the time, as the driver responsible. Renter's initials:

15.3 Process. When the Company receives a fine notice, it will redirect the notice to the Renter where the law allows it and send the Renter a copy within 10 Business Days. The Renter may then pay the fine, make representations or elect to go to court, as the notice allows.

15.4 Fines the Company pays. If the law does not allow redirection, or the Company must pay to release the Vehicle or avoid an enforcement step, the Company may pay the amount and recover it from the Renter, with proof of payment.

15.5 Administration fee. The Company may charge the administration fee per notice stated in Schedule B. The fee must reflect the Company's reasonable cost of processing and may not significantly exceed it.

15.6 Tolls. Toll fees not paid at a toll gate are charged to the Renter at cost, with the toll operator's statement attached to the final account.

16. Accidents, theft and reporting

16.1 At the scene. If the Vehicle is involved in an accident, the Renter must stop, help any injured person and call emergency services where needed, and take reasonable steps to protect the Vehicle from further loss. The Renter may not admit liability or agree to pay any third party on the Company's behalf.

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16.2 Information. The Renter must record the names, identity numbers, addresses, telephone numbers, vehicle registrations and insurers of every other driver involved, the names and contact details of witnesses, and take photographs of the scene and of all vehicles.

16.3 Police report. The Renter must report the accident at a police station within the time the law requires and obtain a case or accident reference number. A theft, hijacking or break-in must be reported to the police as soon as possible.

16.4 Report to the Company. The Renter must notify the Company by phone as soon as reasonably possible, and in any event within 24 hours, and must complete and deliver the Company's accident or theft report, with the police reference number, within [Days to deliver the written accident report: _____] days.

16.5 Keys after theft. If the Vehicle is stolen, the Renter must return the original keys and remote to the Company, unless they were taken in a hijacking or robbery reported to the police.

16.6 Co-operation. The Renter must co-operate with the Company and its insurer in any claim or legal proceedings arising from the event, and must give them any document or statement they reasonably ask for.

16.7 Effect of late report. If the Renter does not comply with this Clause without good reason, and the failure causes the Company prejudice, the Company may recover that prejudice from the Renter. A late report alone does not cancel the Damage Waiver unless Schedule B states this as an exclusion and the Renter initialled it.

17. Renter's liability for loss and damage

17.1 IMPORTANT NOTICE: RENTER'S LIABILITY. During the Rental Period the Renter is liable to the Company for Damage to the Vehicle and for its loss by theft, whether or not the Renter caused it, up to the Excess for each event stated in Schedule B. If the Renter accepted the Damage Waiver, the reduced Excess in Schedule B applies instead. The Renter must read this clause and initial it before signing. Renter's initials:

17.2 Assessment. The Company must assess Damage fairly. It must give the Renter photographs of the Damage, a repair quotation from a reputable repairer, and, when the repair is done, the invoice. The Renter may obtain a second quotation within 7 Business Days. The Renter pays the lower of the reasonable cost of repair and the Excess.

17.3 Loss of use and administration. The Company may charge loss of use, towing, storage and an assessment or administration fee only as stated in Schedule B. Together with the repair cost, they may not exceed the Excess, except where Clause 17.5 applies, and may not significantly exceed the harm the Company actually suffers.

17.4 Exclusions. The Excess limit does not apply to Damage caused by Fair Wear and Tear, which the Renter never pays, or by a defect in the Vehicle the Company should have repaired.

17.5 IMPORTANT NOTICE: FULL LIABILITY. The Renter is liable for the full reasonable cost of the Damage or loss, up to the market value of the Vehicle, and not only for the Excess, if the Damage or loss results from: (a) driving under the influence of alcohol or a drug in breach of Clause 11.2; (b) driving by a person who is not an Authorised Driver, except under Clause 6.4; (c) prohibited use under Clause 11.3; (d) travel outside the Territory; (e) the Renter's intentional act or gross negligence; or (f) theft where the keys were left in or near the unattended Vehicle. The Renter must read this clause and initial it before signing. Renter's

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initials:

17.6 Proof. The Company bears the burden of proving the facts that make Clause 17.5 apply.

17.7 Third-party recovery. If the Company recovers the cost of Damage from a third party or its insurer, it must refund the Renter what the Renter paid for that Damage, less only the reasonable cost of the recovery.

18. Damage waiver and excess reduction

18.1 Optional cover. The Renter may reduce the Excess by accepting the Damage Waiver offered in Schedule B, for the daily charge stated there. The Damage Waiver is optional unless Schedule B states that the base rate already includes a standard waiver.

18.2 Levels. Schedule B lists each waiver option, such as standard waiver, super waiver, tyre and glass cover, and the Excess that applies under each one. The Renter chooses an option by initialling it in Clause 32.

18.3 Nature of the waiver. The Damage Waiver is not insurance. It is the Company's agreement not to claim more than the reduced Excess from the Renter for Damage or theft, subject to the exclusions in Clause 18.4. Renter's initials:

18.4 IMPORTANT NOTICE: WHEN THE WAIVER DOES NOT APPLY. The Damage Waiver does not apply, and Clause 17.5 governs, if Damage or loss results from any event listed in Clause 17.5. The waiver also does not cover the items Schedule B lists as excluded, such as tyres, windscreens, undercarriage or interior, unless the Renter accepted the cover for those items. The Renter must read this clause and initial it before signing. Renter's initials:

18.5 Explanation. Before the Renter signs, the Company must explain each waiver option, its daily cost, the Excess under it and its exclusions, and give the Renter an adequate opportunity to read and understand them.

18.6 Personal cover. The Renter may have cover for rental vehicles through a credit card, personal insurer or employer. The Company may not refuse to rent to a Renter who declines the Damage Waiver, but may then require the full Deposit stated in Schedule B.

19. Insurance and third-party liability

19.1 Company's cover. The Company states that it holds the insurance for the Vehicle described in Schedule B, including any third-party liability cover. The Company bears the cost of that insurance; the Renter does not pay a separate premium for it unless Schedule B lists one with the Renter's agreement.

19.2 Limits. The Renter's liability to third parties is covered only to the extent of the Company's third-party cover and any cover the law provides. The Company will give the Renter a summary of the cover, its limit and its main exclusions on request.

19.3 Renter's insurance. The Renter may arrange personal accident, passenger or contents cover at the Renter's own cost. Clause 25 applies to the Renter's belongings.

19.4 Duty not to prejudice cover. The Renter must not do anything that the Renter knows, or should reasonably know, would void the Company's insurance, including breaching Clause 11.

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20. Return of the vehicle and late return

20.1 Return. The Renter must return the Vehicle, its keys, documents and equipment, at the return branch and time in Clause 1.5, in the same condition as at collection, apart from Fair Wear and Tear.

20.2 Check-in. The Company and the Renter must inspect the Vehicle together at return and complete Part 2 of Schedule A. If the Renter returns the Vehicle outside business hours or the Company does not attend, the Renter must park it in the designated area, record the time, odometer and fuel level and take dated photographs, and the Company must inspect it within one Business Day and send the Renter the result. Damage that the Company first reports after that time is presumed not to have happened during the Rental Period, unless the Company proves otherwise.

20.3 Late return. If the Vehicle is returned after the grace period in Clause 4.2, the Renter must pay the late-return charge per hour in Schedule B, up to the charge for one Rental Day for each further day. **These charges are a fixed estimate of the Company's loss, not a penalty, and must not be out of proportion to the prejudice the Company suffers.** Renter's initials:

20.4 Overdue vehicle. If the Vehicle is not returned within [Hours after which the vehicle is overdue: _____] hours after the agreed return time without an extension, and the Company cannot reach the Renter, the Company may treat the Vehicle as overdue, use the tracking device to locate it, report it to the police and recover it under Clause 22.

20.5 Different branch. If the Renter returns the Vehicle to a branch other than the agreed one without consent, the Renter must pay the one-way fee in Schedule B, or, if none applies, the reasonable cost of moving the Vehicle to the agreed branch.

20.6 Items left behind. The Company must keep items left in the Vehicle safely for at least 30 days and tell the Renter. After that it may dispose of them if the Renter has not collected them.

21. Long-term rentals

21.1 Application. This Clause applies if Schedule B states a fixed monthly or other long-term Rental Period.

21.2 Maximum term. Where the CPA applies, a fixed term may not exceed 24 months from the date of signing, unless the Parties agree a longer term in writing and the Company can show that the longer term gives the Renter a demonstrable financial benefit.

21.3 Renter's right to cancel. Where the CPA applies and the Renter is not a juristic person contracting with the Company as a juristic person, the Renter may cancel a fixed-term rental at any time by giving the Company 20 Business Days' notice in writing or in another recorded manner. The Renter must then return the Vehicle by the end of the notice period.

21.4 Cancellation charge. On cancellation under Clause 21.3, the Renter must pay the charges due up to the date of cancellation and a reasonable cancellation charge calculated as stated in Schedule B. The charge must be reasonable, may not be so high that it takes away the Renter's right to cancel, and must take account of the time left on the term and the Company's ability to rent the Vehicle to someone else.

21.5 Servicing. During a long-term rental, the Renter must make the Vehicle available for scheduled services on reasonable notice. The Company must provide a replacement vehicle if a service or repair takes longer than one Business Day.

21.6 Monthly inspection. The Company may inspect the Vehicle once a month on reasonable notice,

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at a time and place agreed with the Renter.

22. Breach, repossession and termination

22.1 Breach. The Renter is in breach if the Renter does not pay an undisputed amount when due, uses the Vehicle in breach of Clause 11, keeps it beyond the return time without an extension, gave false information under Clause 5.6, or fails to perform any other material obligation.

22.2 Notice to remedy. If the breach can be remedied, the Company must first give the Renter written notice that describes the breach and gives the Renter at least [Time to remedy a breach after notice: _____] to remedy it. If the Renter does not remedy it within that time, the Company may cancel this Agreement by written notice.

22.3 Immediate cancellation. The Company may cancel this Agreement immediately by notice if the breach cannot be remedied, or if the Vehicle is being used for a crime, is abandoned, or is in danger of serious damage or loss.

22.4 Repossession. After cancellation the Renter must return the Vehicle at once. If the Renter does not do so, the Company may recover the Vehicle from a public place or from premises to which the Renter gives access, or apply to court for an order. The Company may not use force against any person, may not enter a home or other private premises without consent or a court order, and must give the Renter a reasonable opportunity to remove personal belongings.

22.5 Costs. The Renter must pay the reasonable, documented costs of recovering the Vehicle after a breach, the charges up to return and any loss provided for in Clause 17. The Company must give credit for prepaid charges for the period after return.

22.6 Renter's remedies. If the Company breaches this Agreement, the Renter may claim performance, cancel after written notice of at least [Time to remedy a breach after notice: _____], or claim damages, and keeps every remedy the CPA gives.

22.7 No unilateral change. The Company may not change any term of this Agreement or the Vehicle's specification during the Rental Period without the Renter's written agreement.

23. Tracking devices and personal information

23.1 Responsible party. The Company is the responsible party for the personal information it collects under this Agreement. Its contact details are in Clause 1.2 and its information officer can be reached at [Information officer's email: _____].

23.2 What is collected. The Company collects the Renter's and each Authorised Driver's name, identity or passport number, contact details, licence details, payment card details, the record of this rental and, if the Vehicle has a tracking or telematics device, its location, speed and driving data.

23.3 Purpose and basis. The Company processes this information to conclude and perform this Agreement, to verify identity and licences, to process payments and the Deposit, to redirect fines under Clause 15, to recover an overdue or stolen Vehicle, to handle claims, and for its legitimate interests in protecting its fleet. It will use only information that is adequate, relevant and not excessive for these purposes.

23.4 Tracking notice. The Vehicle [Is a tracking device fitted?: _____] fitted with a tracking or telematics device. The Company will use location data only to recover the Vehicle when it is overdue, stolen or involved in an accident, to give roadside help, to calculate distance under Clause 14.5, or to enforce Clause 11, and not to monitor the Renter's movements for any

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other purpose. Renter's initials:

23.5 Sharing. The Company may share personal information only with its insurers, financiers, tracking provider, payment processor, debt collectors, legal advisers and the authorities that issue fines or investigate crime, and only for the purposes in Clause 23.3.

23.6 Retention and rights. The Company will keep the information only as long as it needs it for these purposes or as the law requires. The Renter may ask to see, correct or delete personal information, object to processing, and lodge a complaint as POPIA allows.

23.7 Optional marketing. The Company may send direct marketing only if the Renter ticks this box: I agree to receive marketing from the Company: [Marketing consent: _____].

24. Limitation of liability and indemnity

24.1 IMPORTANT NOTICE: COMPANY'S LIABILITY. The Company is not liable for indirect or consequential loss, such as missed flights, lost business or lost profit, that the Renter suffers because of a breakdown, delay or failure of the Vehicle, unless the loss results from the Company's negligence or breach of this Agreement. Nothing in this Agreement limits or excludes the Company's liability for loss caused by the gross negligence of the Company or of anyone acting for it or under its control, for death or personal injury caused by its negligence, or for any liability the CPA does not allow it to exclude. The Renter must read this clause and initial it before signing. Renter's initials:

24.2 IMPORTANT NOTICE: RENTER'S INDEMNITY. The Renter indemnifies the Company against a claim by a third party only to the extent that the claim results from the Renter's or an Authorised Driver's intentional act, gross negligence or breach of Clause 11 during the Rental Period, and only to the extent the Company's insurance does not cover it. The Renter does not indemnify the Company against a claim that results from the Company's own negligence or a defect in the Vehicle. The Renter must read this clause and initial it before signing. Renter's initials:

24.3 Notice of a claim. The Company must tell the Renter promptly about a third-party claim to which Clause 24.2 may apply, may not settle it without consulting the Renter, and must let the Renter, at the Renter's cost, defend the claim with the Company's co-operation.

24.4 Mitigation. Each Party must take reasonable steps to reduce any loss for which it claims from the other.

25. Renter's personal property in the vehicle

25.1 Renter's belongings. The Renter is responsible for the Renter's own belongings and those of passengers in the Vehicle, and should not leave valuables in it when it is unattended.

25.2 Company's liability. The Company is not liable for loss of or damage to those belongings, unless the loss results from the negligence of the Company or of anyone acting for it. The Company remains liable for loss caused by its own gross negligence in all cases.

25.3 After return. Items left in the Vehicle after return are dealt with under Clause 20.6.

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26. Consumer rights preserved

26.1 Rights preserved. Nothing in this Agreement waives or takes away any right the Renter has under the CPA or any other law. If any term would do so, it is invalid to that extent and the rest of this Agreement remains in force.

26.2 Fair terms. The Parties intend every term to be fair, reasonable and just. A term may not be read in a way that is excessively one-sided against the Renter.

26.3 Acknowledgements. A statement in this Agreement that the Renter has received, read or understood something is true only if the Company in fact drew the Renter's attention to it and gave the Renter an adequate opportunity to read and understand it before signing.

26.4 Complaints. The Renter may complain to the Company at [Complaints email: _____]. The Company must acknowledge a complaint within 2 Business Days and respond in writing within 10 Business Days. Making a complaint does not affect any other right or remedy the Renter has.

27. Notices and domicilium

27.1 Domicilium. Each Party chooses the physical address stated for it in Clause 1 as its domicilium citandi et executandi, the address where legal documents and notices may be served on it. A Renter whose home is outside South Africa chooses the address [Visitor's address in South Africa: _____] for the Rental Period.

27.2 Other notices. Notices under this Agreement may also be given by email to the addresses in Clause 1, or by SMS or app message for operational matters such as extensions, fuel and fines.

27.3 Receipt. A notice delivered by hand is received on delivery. A notice sent by email is received on the first Business Day after it is sent, unless the sender receives an automatic message that it was not delivered.

27.4 Change of address. A Party may change its domicilium or email address by notice to the other Party. The new domicilium must be a physical address in South Africa.

27.5 Actual receipt. A notice actually received by a Party is valid even if it was not sent in a manner this Clause sets out.

28. Disputes and jurisdiction

28.1 Negotiation. The Parties will first try to settle a dispute by discussion between the Renter and a manager of the Company within 10 Business Days after one Party notifies the other of it.

28.2 Courts. If the dispute is not settled, either Party may take it to a court with jurisdiction. The Renter may bring a claim of up to R30 000 in the Small Claims Court. The Parties consent to the jurisdiction of the Magistrate's Court for any claim within its jurisdiction, but the Renter may choose any court or forum the law allows.

28.3 Arbitration only by choice. The Parties may agree in writing, after a dispute has arisen, to refer it to arbitration or mediation. Nothing in this Agreement forces the Renter to use arbitration instead of a court or prevents the Renter from using any remedy the CPA provides.

28.4 Prescription. A claim under this Agreement prescribes after three years from the date the debt is due, as the Prescription Act provides. No term of this Agreement shortens that period.

28.5 Urgent relief. Either Party may apply to court for urgent relief at any time.

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29. Governing law

29.1 South African law. This Agreement is governed by the law of the Republic of South Africa.

29.2 Concluded in South Africa. The Parties record that this Agreement is concluded in South Africa and is performed in South Africa, except for approved cross-border travel under Clause 12. The law of another country does not apply to it, even if the Renter lives abroad or paid from abroad.

30. General provisions

30.1 Whole agreement. This Agreement, with its Schedules and the initialled notices, is the whole agreement between the Parties about the rental. No statement, booking term or advertisement binds a Party unless it is recorded here, except a term the CPA implies or a booking confirmation term that is more favourable to the Renter.

30.2 Variation. No change to this Agreement is valid unless it is in writing and agreed by both Parties. An extension or a change of return branch confirmed in writing under Clause 4.3 is a valid change. The Company may not change this Agreement on its own.

30.3 Waiver. If a Party does not enforce a right or allows the other Party extra time, that Party does not give up the right, and may enforce it later.

30.4 Severability. If a court finds a term invalid, it is severed and the remaining terms continue to apply.

30.5 Cession and assignment. The Renter may not cede rights or delegate obligations under this Agreement. The Company may cede its right to claim amounts owed to it, such as to a financier, and must notify the Renter of the cession, but this does not take away any defence the Renter has against the Company.

30.6 Force majeure. Neither Party is liable for failing to perform an obligation, other than an obligation to pay money or to return the Vehicle when it is safe to do so, while that failure is caused by an event beyond its reasonable control, such as a natural disaster, civil unrest or a road closure. The affected Party must notify the other Party promptly and take reasonable steps to limit the effect. Rental charges do not accrue for any period the Renter cannot use the Vehicle because of such an event affecting the Company's ability to provide or recover it.

30.7 Costs. Each Party pays its own costs of negotiating and signing this Agreement. Legal costs in a dispute follow the decision of the court or forum.

31. Counterparts, electronic signature and copy

31.1 Counterparts. This Agreement may be signed in separate counterparts, which together form one agreement.

31.2 Electronic signature. The Parties agree that this Agreement may be concluded and signed electronically, including by typed name, a signature on a screen or a click to accept, and that an electronic signature, initial or acceptance is valid and binding. Neither Party requires an advanced electronic signature for this Agreement.

31.3 Free copy. The Company must give the Renter a free copy of this signed Agreement, including its Schedules and the initialled notices, on paper or by email or other electronic access, at the time of signing. The terms apply even if the Renter does not sign, provided the Renter received them, but the Company may not rely on a notice in Clause 32 unless it was given in the manner Clause 32 describes.

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SIGNATURES AND INITIALLED NOTICES

Before signing. The Company has drawn the Renter's attention to each clause marked "IMPORTANT NOTICE" or printed in bold, has explained its nature and effect, and has given the Renter an adequate opportunity to read and understand it. The Renter has initialled each such clause.

Notices initialled: Clause 15.2 (fines nomination), Clause 17.1 (Renter's liability and Excess), Clause 17.5 (full liability), Clause 18.3 and 18.4 (Damage Waiver), Clause 20.3 (late return), Clause 23.4 (tracking), Clause 24.1 (Company's liability) and Clause 24.2 (Renter's indemnity).

Damage Waiver choice. Initial one line only:

I accept the Damage Waiver option [Damage waiver option chosen: _____] at [Waiver price per rental day: _____] per Rental Day, with an Excess of [Excess under the chosen waiver: _____]. Renter's initials:

I decline the Damage Waiver, and the standard Excess of [Standard excess for damage: _____] applies. Renter's initials:

Company: [Rental company's name: _____]
Signature:
Name and capacity: [Company signatory's name and capacity: _____]
Date and place: [Company signing date and place: _____]

Renter: [Renter's full name: _____]
Signature:
Date and place: [Renter signing date and place: _____]

Additional drivers: [Additional drivers' names and licence numbers: _____]
Signatures and dates:

Copy received. The Renter confirms receipt of a free copy of this Agreement on [How the copy was delivered: _____]. Renter's initials:

SCHEDULE A: VEHICLE CONDITION REPORT

Part 1: Collection

Vehicle: [Vehicle make and model: _____]; registration [Registration number: _____]
Date and time: [Collection date and time: _____]
Odometer (km): [Odometer at collection (km): _____]
Fuel type and level, or battery charge: [Fuel or charge at collection: _____]
Licence disc valid until: [Licence disc expiry: _____]
Keys, remote, documents and accessories: [Keys, documents and accessories: _____]
Spare wheel, jack, wheel spanner, warning triangle: [Spare wheel and safety equipment: _____]
Existing exterior Damage, with location: [Existing exterior damage: _____]
Existing interior Damage, with location: [Existing interior damage: _____]
Tyres and windscreen: [Tyres and windscreen at collection: _____]
Photo or video reference: [Collection photo reference: _____]

Defects reported later under Clause 10.3: [Defects reported after collection: _____]

Company's signature at collection:

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Renter's signature at collection:

Part 2: Return

Return date and time: [Actual return date and time: _____]
Odometer (km): [Odometer at return (km): _____]
Fuel or battery level: [Fuel or charge at return: _____]
Keys, documents and equipment returned: [Items returned: _____]
New exterior Damage: [New exterior damage: _____]
New interior Damage: [New interior damage: _____]
Photo or video reference: [Return photo reference: _____]

If no Company representative attends the return, the Renter records the place, time and key drop here: [Unattended return record: _____]

Company's signature at return:
Renter's signature at return:

This record is evidence of condition. Either Party may show that an entry was wrong or that a condition was hidden or existed before collection.

SCHEDULE B: CHARGES AND EXCESS SCHEDULE

All amounts are in South African rand. State next to each amount whether it includes VAT.

Part 1: Rental charges

Rate: [Rental rate: _____] for [Number of rental days: _____] Rental Days (or per month for a long-term rental)
Included kilometres: [Included kilometres: _____]; excess rate per km: [Rate per extra kilometre: _____]
Additional driver charge: [Additional driver charge: _____]
Young-driver surcharge: [Young-driver surcharge: _____]
Equipment (child seat, GPS, roof rack, other): [Equipment charges: _____]
Delivery, collection, one-way and location fees: [Delivery, one-way and location fees: _____]
Cross-border fee and approved countries: [Cross-border fee and approved countries: _____]
Estimated total at signing, with VAT: [Estimated total at signing: _____]

Part 2: Deposit and booking

Deposit or card pre-authorisation: [Deposit or card pre-authorisation: _____]
Booking deposit: [Booking deposit: _____]
Cancellation charges by notice period: [Cancellation charges by notice period: _____]
Early-return charge, if any: [Early-return charge: _____]

Part 3: Excess and Damage Waiver options

Standard Excess for Damage: [Standard excess for damage: _____]
Excess for theft or hijacking: [Excess for theft or hijacking: _____]
Damage Waiver options, daily charge and reduced Excess under each: [Waiver options, prices and excess: _____]
Items excluded from the waiver unless separately covered: [Items excluded from the waiver: _____]

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Company's insurance and third-party cover: [Company's insurance and third-party cover: _____]

Part 4: Variable charges

Fuel per litre or charging per kWh, and refuelling fee: [Fuel rate and refuelling fee: _____]
Late-return charge per hour: [Late-return charge per hour: _____]
Traffic fine administration fee per notice: [Fine administration fee per notice: _____]
Valeting fee for smoking or soiling: [Valeting fee: _____]
Loss of use, towing and assessment fees, if any: [Loss of use, towing and assessment fees: _____]
Long-term rental cancellation charge method: [Long-term cancellation charge method: _____]

Part 5: Final account at return

Rental Days used: [Rental days used: _____]
Excess kilometres: [Extra kilometres charged: _____]
Fuel or charging: [Fuel or charging charged: _____]
Fines, tolls and fees with documents: [Fines, tolls and fees charged: _____]
Damage claimed, with quotation reference: [Damage claimed: _____]
Payments and Deposit received: [Payments and deposit received: _____]
Balance due or refund, with VAT: [Balance due or refund: _____]

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