



1999/027903/07

CAPE TOWN
 341 Koeberg Road
 Brooklyn
 Cape Town
 7441

JOHANNESBURG
 38 Anson Road
 Rhodesfield
 Kempton Park
 1620

National Number: 0861 kenings
Fax: 086 608 4600/086 696 4539

APPLICATION FOR CREDIT FACILITY

1. Type of business
 Sole Owner Partnership Pty Ltd Close Corp Other

2. Registered Company Name:("THE DEBTOR")

3. Trading as:

4. Physical Address:

5. Registration No. : Date Business Started:

6. Postal Address:

7. Telephone No : Fax: Type of Business: Vat No.:

8. Auditors/Accounting officer/Bookkeeper's Name + Tel No:

E-mail address:

FULL NAMES OF OWNER/PARTNERS/ DIRECTORS/MEMBERS	IDENTITY NUMBER/ DATE OF BIRTH	RESIDENTIAL ADDRESS	TELEPHONE NUMBER

Has the Company/CC/Partnership issued/signed any Guarantee in favour of the other Creditors - YES/NO

Have the Directors/Partners/Members issued/signed any Guarantee in favour of the other Creditors - YES/NO

If YES, please specify

Are your latest Financial Statements available for inspection - YES/NO

Name of person in actual control of business: Accounts Dept. Contract Mr/Ms:

Bankers: Branch: Bank Account No:

Estimated Credit required: (30 Days)

Please attach proof of Banking Details

TRADE REFERENCES	TELEPHONE NO	TERMS	ACC. VALUE
1. Name			
2. Name			
3. Name			

DEED OF SURETYSHIP

I/We, the undersigned
Print Name and insert Identity Number

do hereby bind Myself/Ourselves jointly and severally unto and in favour of Kenings Car Van and Truck Hire (hereinafter referred to as "the Creditor/s") as

Surety/Sureties and co-principal debtor/s in solidum with

(hereinafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditors from any cause of indebtedness howsoever arising and for the fulfilment of all the Principal Debtors obligation to the Creditor.

For the purpose of any action against Me/Us a certificate by a director or manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditors and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the fact therein stated.

I/We hereby consent in terms of section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable or otherwise in the Magistrate's Court for any district having jurisdiction in respect of My/Our person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing the Creditor shall be entitled in its discretion to take any such legal proceeding in any other Court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs as between attorney and own client.

I/We select as Domicilium Citandi et Executandi

at which address all monies and communications may be addressed to Me/Us and I/We agree that all notices addressed to Me/Us at the said address and dispatched by prepaid registered post shall be deemed to have reached Me/Us on the second day after the day of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor in competition with the Creditors. No extension of time, indulgence or waiver afforded by the Creditors to the Principal Debtor, nor any other arrangement between them shall prejudice or effect the creditors rights against Me/Us.

Signed at this day of 20

Witnesses:

1
.....
Print Name and Telephone Number

2
.....
Print Name and Telephone Number

.....
Signature

DETAILS OF PROPERTY OWNED BY COMPANY/CC/PARTNERS/PROPRIETOR AND DIRECTORS					
ADDRESS	STAND NO. AND TOWNSHIP	ESTIMATED VALUATION	BOND HOLDER	AMOUNT OF BOND	IN WHOSE NAME IS THE PROPERTY REGISTERED
		R		R	
		R		R	
		R		R	
		R		R	

I/We, the undersigned do hereby warrant that all the information recorded in this application is true and correct.

I/We will abide by your normal terms of credit which are **30 days** from date of statement. I/We do hereby accept the Conditions of Sale and General Conditions of Contract for work to be carried out as set out in this document. I/We further agree that these conditions will be applicable to all contacts for the purchase of goods from the supplier or repair of goods by the supplier. I/We sign on my/our own free will and with full knowledge and understanding of the contents hereof, and I am/we are duly authorised in doing so.

- (a) I/We hereby select and nominate the address stated in Section A Clause 4 above as My/Our Domicilium Citandi et Executandi for service upon Me/Us of all notices and processes in connection with any claim arising out of granting of credit facilities to Me/Us.
- (b) Should I/we at any stage change the form of legal entity or name of ownership under which the account and credit facilities are being used, or My/Our address (as in Section A Clause 1 and in the applicable sections following thereafter) I/we undertake to notify you accordingly in writing by registered post within 7 days as from the date when the change takes effect. I/we furthermore indemnify yourself against any loss or damage which may result from such change or from failure on My/Our part to notify yourself of such change.
- (c) I/we further agree and consent that should you hereafter be entitled to institute any legal proceedings against Me/Us for the recovery of any amounts due to you, we shall be liable for and pay any legal costs and expenses so incurred by you on the basis as between attorney-and-own-client.
- (d) The Applicant hereby acknowledges and agrees that:
 - (1) The company may carry out credit check with one or more licensed credit agencies which will retain a record of that search;
 - (2) In the event of this account going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by other lenders in assessing any applications for credit by the applicant and members of the Applicant's household and for occasional debt tracing and fraud prevention purposes.
 - (3) The existence of this account may be recorded with a Credit Agency.
 - (4) Details of how the account is conducted by the applicant will be recorded with a credit agency and may be shared with other lenders for the purposes of assessing further applications for credit by the Applicant and members of the applicant's household, and for occasional debt tracing and fraud prevention purposes.
 - (5) The company may search the files of a Credit Agency, which will keep a record of that search.
 - (6) This information may be used by the Company in assessing future credit applications by the applicant and members of his household and for occasional debt tracing and fraud prevention.

This application is based on your compliance and acceptance of our terms of 30 days/cash/cheque

If the applicant is a company, the directors are required to sign as sureties for amounts which may at any time be owing by the company to Kenings Car Van and Truck hire (Pty) Ltd

Signed at this day of 20

Signature/s of Applicant or its' duly authorised Representative

.....

TERMS AND CONDITIONS

1. DEFINITIONS / INTERPRETATION

In this agreement, except where the context indicates otherwise:

- 1.1. "Additional Driver" means the person, in addition to the Driver, permitted by the Company to drive the Vehicle as specified in clause 3 of the Schedule;
- 1.2. "Additional Equipment" means equipment that is not factory fitted to the Vehicle, including but not limited to navigation systems, baby seats, roof and/or bicycle racks etc. as specified in clause 11 of the Schedule;
- 1.3. "Alternate Vehicle" means the replacement vehicle specified in clause 8 of the Schedule, or any other replacement vehicle authorised by the Company;
- 1.4. "Auto Dealers Guide" means the prevailing Mead & Mc Grouther's publication containing the recommended selling prices of vehicles;
- 1.5. "Company" means either Kenings Car Van and Truck Hire (Pty) Ltd (Registration No: 1999/027903/07), or Green Motion Car and Van Rental South Africa (Pty) Ltd (Registration No: 2021/687967/07), whichever is specified as the contracting party on the Schedule;
- 1.6. "Customer" means the corporate entity and/or persons whose names appear on the Rental Agreement as Customer, Driver or Additional Driver on the Schedule;
- 1.7. "Credit Application" means an application for credit submitted by the Customer to the Company upon the terms contained thereon, which is subject to written approval by the Company;
- 1.8. "Damage(s)" means in relation to the Vehicle or Third Party Damage, the actual costs including but not limited to towing, transporting and storage of the Vehicle, repairing of damage, replacement of parts or accessories, assessor's costs, or any other charges incurred related to an incident of any nature, including Total Loss where applicable;
- 1.9. "Driver" means the person permitted to drive the Vehicle, as specified in clause 2 of the Schedule
- 1.10. "Green Motion" means Green Motion Car and Van Rental South Africa (Pty) Ltd (Registration No: 2021/687967/07);
- 1.11. "Kenings" means Kenings Car Van and Truck Hire (Pty) Ltd (Registration No: 1999/027903/07);
- 1.12. "Rental Agreement" means the Schedule and these terms and conditions, which signed either physically or electronically by the Customer, shall be binding upon the parties;
- 1.13. "Rental Period" means the period between the date when the Vehicle is delivered to the Customer and the return date of the Vehicle as reflected in clause 9 of the Schedule, or any extended period as agreed to by the Company;
- 1.14. "Schedule" means the Customer, Vehicle and rental information contained on the face of this Rental Agreement;
- 1.15. "Total Loss" in relation to a Vehicle means:- Damages where the estimated costs of repair less salvage (if applicable) are such that the Vehicle is in the sole discretion of the Company uneconomical to repair; and in relation to a stolen or lost vehicle, the retail value as reflected in the Auto Dealers Guide, or if not reflected therein, the price of a new vehicle as supplied by the manufacturer as at the date of loss, less salvage (if applicable);
- 1.16. "Vehicle" means the vehicle as specified in clause 7 of the Schedule including all keys, equipment and accessories thereto, including the Additional Equipment and/or any Alternate Vehicle;
- 1.17. The singular shall include the plural and vice versa, pronouns of gender shall include those of other gender and natural persons shall include legal and juristic persons and vice versa;
- 1.18. If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it may only be stated in the definition clause, effect shall be given to it as if it was a substantive provision in the body of the terms and conditions.

2. RENTAL OF THE VEHICLE

- 2.1 The parties agree that the Company rents the Vehicle to the Customer, who in turn hires the Vehicle, subject to the terms set out in this Rental Agreement, with the Customer being bound thereto whether he was the Driver of the Vehicle or not.
- 2.2 The Company reserves the right to terminate the Rental Agreement for any reason whatsoever, including but not limited to, the Vehicle being illegally parked, abandoned or being used to violate any traffic and road laws. The Company furthermore reserves the right to repossess the Vehicle at any time if it is established that the Customer has made a misrepresentation to the Company in connection with, or relating to, the conclusion of this Rental Agreement.
- 2.3 Any cross border travel with the Vehicle outside of the Republic of South Africa is to be requested three (3) days prior to the time of booking and additional fees will apply.

3. THE CUSTOMER / DRIVER / ADDITIONAL DRIVER

- 3.1. The Vehicle may only be driven by the Driver, or Additional Driver, who must be above the age of 21 years old and have a valid and unendorsed driver's license for more than 2 years for the code and specification of the relevant Vehicle.
- 3.2. If the Vehicle is driven by anyone other than the Driver, or Additional Driver, the Customer shall remain liable for all of his liabilities and obligations in terms of this Rental Agreement as if he was driving the Vehicle.

4. RENTAL RATES AND CHARGES

- 4.1 The Customer agrees to pay the Company the rental rates plus all other charges and fees opted for or utilised by the Customer as set out in the Rental Agreement until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levies, Claim Administration Fees, Document Administration Fees, Traffic Administration Fees, one way fees, over the border charges, delivery fees, collection fees, fuel, toll fees, all taxes payable (whichever are applicable), a comprehensive schedule of which is listed below;
- 4.2 In determining the charges for the distance travelled by a Vehicle (where applicable) reference shall be made to the Vehicle's odometer reading, and if not possible for any reason, by the Company in its sole discretion. If the Vehicle's odometer reading has been tampered with, the kilometers travelled will be deemed to be 1,000 kilometers per day.
- 4.3 The Customer shall be liable for all fines (excluding expired vehicle licenses), penalties and expenses relating to parking, speeding, traffic and other offences as a result of the use of the Vehicle during the Rental Period and the Customer accordingly indemnifies the Company in respect of such liability. The Company shall be entitled to either redirect such fines to the Customer, or alternatively charge the Customer directly for such expense at any time whatsoever.
- 4.4 One-way delivery or collection fees will be charged if the vehicle is not returned to the rental station of origin,
- 4.5 If a vehicle is towed to a different rental station a one-way delivery or collection fee will apply as well as towing fees.

5. DEPOSIT

- 5.1 A deposit is required by the Company as set out in the Schedule to the Rental Agreement, which is payable upon signature of the Rental Agreement;
- 5.2 The Company may charge the Customer's account, credit / debit card at a later time, should there be extra charges which the Company was not aware of when concluding the Rental Agreement, or if at the initial debit of Customer's account there were insufficient funds to cover the full amount payable. This amount may also be deducted from the deposit at the sole discretion of the Company and the Customer may not withhold payment of any amount outstanding, or demand that it be deducted from the deposit held;
- 5.3 The deposit, or the remaining balance thereof (after deduction of all applicable charges), shall be refunded to the Customer as soon as the Customer has complied with all his obligations in terms of the Rental Agreement, alternatively no later than twenty one (21) days after the return of the Vehicle;
- 5.4 Should the rental be for a period longer than thirty (30) days, then the Customer agrees to either :- the deposit being paid to the Company and reimbursed after deduction of any amounts owing; or alternatively the renewal by the Customer of the pre-authorisation deposit monthly failing which the Vehicle shall be reported as stolen, at the Company's sole election.

6. RENTAL REQUIREMENTS AND PAYMENT

- 6.1 The Customer is required to provide the following upon signature of the Rental Agreement:-
 - 6.1.1 The Company's approved method of payment, or other bank issued credit/debit card, together with an imprint of the card on pre-authorisation;
 - 6.1.2 The Customer's details as provided for in the Schedule to the Rental Agreement;
 - 6.1.3 A valid, original unendorsed driver's license (held by the holder for at least two (2) years) and an original identity document or passport.
- 6.2 All payments are due on demand, but at the latest on expiry of the Rental Period (unless otherwise agreed in writing). All charges shall be payable by the Customer by credit/debit card, unless the Customer has an account with the Company or the amount is payable in advance;
- 6.3 The Customer remains liable for payment of all amounts not paid or settled in full by the issuer of the credit/debit card and the Customer shall not be entitled to deduct or withhold any payments due in terms of the Rental Agreement for any reason whatsoever;
- 6.4 In the event that the Company has agreed to accept payment of any amount in terms of the Rental Agreement by credit/debit card, the Customer's signature on the Rental Agreement shall constitute authority for the Company to obtain authorization and/or payment. The signature shall also constitute authority for the issuer of the card to debit the card holders account with the total amount due to the Company, including any Damages suffer to the Company.
- 6.5 In the event of an accident, theft, loss, or incident relating to the Vehicle, the Damages shall be the total loss suffered by the Company and will be payable by the Customer to the Company on such terms imposed by the Company at its sole discretion. The Company shall further be entitled to charge a Claims Administration Fee and assessor's fee (if applicable) on the Customer's account, or charge it to the Customer's debit/credit card;

- 6.6 Should a Vehicle, in the Company's sole discretion, require valet cleaning, the valet charges will be billed directly to the Customer's account or credit/debit card;
- 6.7 If any amount is not paid on due date, the Company may without prejudice to its rights charge mora interest on the overdue amount at the applicable prescribed legal rate;
- 6.8 A certificate of any director, manager or accountant of the Company as to any amount owed by the Customer to the Company shall constitute prima facie proof of the amount due;
- 6.9 In the event that a Credit Application is approved by the Company, then the terms of such Credit Application, as read together with this Rental Agreement, shall be deemed to be binding upon the Customer.

7. DELIVERY OF THE VEHICLE

- 7.1 Delivery of the Vehicle takes place when the Customer or his representative takes possession of the Vehicle and/or the keys.
- 7.2 The Vehicle shall be deemed to be delivered in good order and repair and without any damage unless such defect is recorded in writing and signed by both parties at the time of delivery. In the event that no damage is recorded in writing at the time of delivery of the Vehicle, any damage recorded at the time of return of the Vehicle shall be for the Customer's account.
- 7.3 The Customer shall have no claim against the Company in the event that the Vehicle is not available for delivery for any reason whatsoever.

8. USE OF THE VEHICLE

- 8.1 The Vehicle may only be utilised by the Customer for the Rental Period and it is agreed that any extended period reflected upon the Company's records shall be binding upon the Customer.
- 8.2 The Customer shall make adequate provision for the safety and security of the Vehicle whilst not in use by locking the Vehicle and activating its alarm and/or immobilizer and retaining the keys under his control at all times;
- 8.3 The Vehicle may only be driven by the Driver, or Additional Driver, who are required to have a valid unendorsed driver's license with them at all times when driving the Vehicle.
- 8.4 The Customer undertakes and warrants that the Vehicle may not be used:-
 - 8.4.1 to transport heavy objects or loads, or to propel or tow any vehicle, trailer, boat or caravan, unless prior authorisation is obtained from the Company;
 - 8.4.2 for the conveyance of any passengers and/or goods for payment in violation of any laws, or in any other illegal manner;
 - 8.4.3 in any motor sport or similar high risk activity;
 - 8.4.4 beyond the borders of the Republic of South Africa, unless prior authorisation is obtained from the Company;
 - 8.4.5 in any area where there is, or may be, a risk or incidents of civil unrest, political disturbance or riot;
 - 8.4.6 in contravention of any applicable laws, ordinances, traffic rules and regulations,
 - 8.4.7 by any person other than the Driver and Additional Driver;
 - 8.4.8 by any person whose blood alcohol level concentration exceeds the limit permitted by any law or regulation, or whilst under the influence of any narcotic drug or similar substance;
 - 8.4.9 by any person who has not been in possession of a valid and unendorsed driver's license in respect of the specific code of Vehicle rented for at least 2 years;
 - 8.4.10 without regularly checking the oil, water and tyre pressure and servicing the Vehicle at the required service levels, which failure may result in the Vehicle's warranty being cancelled;
- 8.4.11 in the event that the Vehicle is damaged or the electronic diagnostics indicate the presence of a fault or failure in relation to the Vehicle, in which event the Insurance option the Customer may have selected shall be null and void.

9. RETURN OF THE VEHICLE

- 9.1 The Customer shall return the Vehicle and Additional Equipment to the Company at his expense on the agreed return date, time and at the agreed location, failing which, the Insurance option the Customer may have taken shall be null and void for the entire Rental Period.
- 9.2 The Customer confirms that his failure to return the Vehicle on the agreed date contained in the Rental Agreement shall constitute unlawful possession of the Vehicle and that the Company may, inter alia, report the Vehicle as stolen, repossess the Vehicle wherever it may be found, and from third parties if necessary, when the Customer shall be liable for all the costs in recovering the Vehicle, as well as the cost of rental for the additional period that the Vehicle was not returned to the Company;
- 9.3 The procedure for the return of the Vehicle shall be as follows:-
 - 9.3.1 the Customer is to park the Vehicle in the Company's designated reserved bays and is to ensure that the Vehicle is locked and secure;
 - 9.3.2 the Customer is to hand the keys and Additional Equipment to an authorized representative of the Company when the Company is open for business, or to leave the keys in the Company drop-safe on prior arrangement.;
 - 9.3.3 the Vehicle is to be delivered fully refueled, failing which, the Customer shall be liable for the cost of refueling the Vehicle.
- 9.4 The Vehicle shall be at the Customer's sole risk and responsibility until the Company has registered its return and the Customer shall be liable for any Damage and Total Loss sustained to the Vehicle whilst it is at risk of the Customer, which shall be payable immediately upon demand.

10. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

- 10.1 If the Vehicle is involved in any accident or collision, or is lost or stolen, or is involved in any incident, the Customer and/or Driver and/or Additional Driver shall take all steps to safeguard the Company's interests, including but not limited to the following where appropriate:-
 - 10.1.1 obtain the names and addresses of all parties involved, possible witnesses and details of the other vehicles involved;
 - 10.1.2 not, without the Company's prior written consent, admit responsibility or liability, or release any party from liability, nor settle any claim against a party, nor accept any disclaimer of liability;
 - 10.1.3 notify the Company within three (3) hours and the police within twenty-four (24) hours of the occurrence in question;
 - 10.1.4 make adequate provisions for the safety and security of the Vehicle and not abandon the Vehicle under any circumstances;
 - 10.1.5 only use the Company's approved towing companies and suppliers;
 - 10.1.6 in the event of the theft of the Vehicle, hand the keys to the Company upon demand;
 - 10.1.7 co-operate fully with the Company and its insurer and complete all Company claim documents within twenty-four (24) hours of request.

11. INDEMNIFICATION OF THE COMPANY BY THE CUSTOMER

- 11.1 Neither the Company nor any of its shareholders, directors, officers, or employees shall be liable for any loss or damage whether direct, indirect, as a result of, or otherwise arising from the renting of the Vehicle and/or Additional Equipment by the Customer, provided that such loss or damage was not caused as a result of the gross negligence of the Company, its shareholders, directors, officers or employees. The loss or damage includes, but are not limited to, any loss or damage to property left or transported in the Vehicle, or any injury or loss of life;
- 11.2 The Company, its shareholders, directors, officers, and employees are accordingly indemnified by the Customer, the Driver and/or the Additional Driver or his estate(s) against any claim(s) of any nature whatsoever and howsoever arising for any damage and loss which might be instituted against it arising from, or connected with, the renting of the Vehicle and/or Additional Equipment contemplated in this Rental Agreement.

12. GENERAL

- 12.1 This Rental Agreement contains the entire agreement between the parties, and the Company shall not be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. 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.
- 12.2 No variation, alteration, or addition to, or omission from, or cancellation of this Rental Agreement is valid/binding unless done in writing and signed by all parties.
- 12.3 The Customer chooses the address stated on the Schedule of the Rental Agreement as its chosen domicile address at which all notices and legal proceedings may be served.
- 12.4 The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 or 1944, notwithstanding the subject matter or cause of action involved, or in the event that the claim may exceed the jurisdiction of the Magistrate's court.
- 12.5 This Rental Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 12.6 In the event that the Company incurs legal expenses in recovering any monies due to it from the Customer or any other person arising from this Rental Agreement, the Customer 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.

Customer's Signature:

12.7 If the Customer is not the Driver, then and in that event, without in any way derogating from the Customer's obligations in terms of this Rental Agreement, the Customer and Driver may be liable to the Company, jointly and/or independently for all and any amounts owing under or in terms of this Rental Agreement, including but not limited to Damages.

12.8 The Customer hereby consents and authorises the Company or its nominated representative to undertake any enquiry the Company deems fit about the Customer's credit and or criminal record with any credit bureau, credit agency and/ or other third parties to confirm details of the Customer as and when the need arises.

13. KENINGS INSURANCE

13.1 Own Insurance (Unlimited Liability):-

13.1.1 If the Customer selects Own Insurance in clause 6.2 of the Schedule, then the Customer:-

13.1.1.1 undertakes to provide Kenings with proof of such insurance for Kening's approval at its sole discretion; and

13.1.1.2 agrees to elect and pay the costs and charges for Collision Damage Waiver and Theft Protection Waiver;

13.1.1.3 agrees that the Vehicle is hired at his sole risk and liability from the date of the delivery of the Vehicle to the Customer until the return of the Vehicle to Kenings. The Customer's insurance to cover loss of revenue if not the customer is liable for loss of revenue while the vehicle is not rentable.

13.1.2 In this event, the Customer shall be liable for all or any Damages and/or Total Loss sustained to the Vehicle, whether it was attributable to his fault or negligence or not, which shall include but not be limited to hail damage and other acts of God.

13.1.3 The Customer will be liable for the insurance excess and will be billed accordingly

13.2 Insurance Cover (Limited Liability):-

13.2.1 The Customer is entitled to apply for the following Insurance Cover in respect of the Vehicle, which election and costs are to be recorded on the Schedule to the Agreement, namely:-

13.2.1.1 Standard Cover Insurance, which pricing varies according to the Vehicle group, with a deposit and excess payable;

13.2.1.2 Super Cover Insurance, which pricing varies according to the Vehicle group and has a lower deposit and excess payable;

13.2.1.3 Zero Excess Insurance, which pricing varies according to the Vehicle group with no upfront excess payable, but subject to the payment of a deposit;

13.2.2 If the Customer selects Insurance Cover in clause 6.2 of the Schedule and adheres to all the terms and conditions contained in this Rental Agreement, then the Customer will be liable for the lesser of either:- the Damages or Total Loss to the Vehicle; or the excess amount specified in clause 6.2 of the Schedule;

13.2.3 In the event that the Customer does not comply and adhere to all the terms and conditions contained in the Rental Agreement, then the Insurance Cover will not be applicable and the Customer will be deemed to have Own Insurance as provided for in clause 13.1 above;

13.2.3 The Insurance Cover expressly excludes cover for Damages or Total Loss sustained for the following:-

13.2.3.1 the Additional Equipment;

13.2.3.2 damage caused to the Vehicle as a result of the fitment of the Additional Equipment;

13.2.3.3 goods in transit in the Vehicle;

13.2.3.4 the interior, undercarriage, roof, glass, tyres, rims and hubcaps of the Vehicle;

13.2.3.5 damage caused to the Vehicle by water or contamination of fuel;

13.2.3.6 assessing damages, costs of towing, transporting or storing the Vehicle;

13.2.3.7 sustained to the Vehicle as a result of Driver negligence;

13.2.3.8 where there was no other vehicle, person or animal involved;

13.2.3.9 third party liability;

13.2.3.10 personal accident insurance.

13.2.4 It is recorded that Kenings does not act as agent for the Customer in procuring the Insurance Cover or Waiver Cover mentioned in clauses 13 and 14 hereof and makes no recommendations regarding the appropriateness thereof. Details of the policy are available for inspection by the Customer at the Company's head office and the Customer shall be deemed to be aware of and accept all terms and conditions of the policy.

13.2.5 "Total Loss" in relations to a vehicle – The customer is responsible for a double excess in the event of Theft or Total loss (uneconomical to repair)

14. KENING'S WAIVER COVER

14.1 The Customer is entitled to apply for the following Waiver Cover in respect of the Vehicle, which election and costs are to be recorded on the Schedule to the Agreement, namely:-

14.1.1 Tyre and Windscreen Waiver, which covers damage to the Vehicle's tyres and windscreen, but excludes rims and other glass;

14.1.2 Collision Damage Waiver, which reduces the liability for collision damage to the excess and deposit payable. This does not cover any damage to the Vehicle's interior, undercarriage, tyres, rims, broken or lost keys, or contamination of fuel;

14.1.3 Third Party Waiver;

14.1.4 Personal Accident Insurance Waiver.

KENING'S CHARGES

DESCRIPTION	CHARGE (EXCLUDING VAT)
Document Administration Fee:-	R95-00 per rental
Traffic Fine/Toll Administration Fee:-	R420-00 per claim
Claim Handling Fee:- Below R 1,000-00 R 1,000-00 and above	R400-00 per claim R900-00 per claim
Assessment Fee:- Damages below R5,000-00 Damages above R5,000-00	R350-00 per claim R900-00 per
Valet:- Half Valet Full Valet	R450-00 R750-
Call Out Fee:-	R600-00 per call out
Refueling Fee:- Fuel Card Admin Fee Fuel Card Top-up Fee	R25-00 per refuel R150-00 admin fee R50-00 top-up fee
Cross Border Fee: Swaziland, Lesotho, Botswana, Namibia Mozambique, Zambia (Excluding Zimbabwe, Malawi & Angola where travel is prohibited)	R2,000-00 per border R2,500-00 per border
Tyre and Windscreen Waiver Cover	R95-00 per day
Collision Damage Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement
Theft Protection Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement
Third Party Waiver Cover	Not included
Personal Accident Insurance Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement

15. GREEN MOTION PACKAGES / INSURANCE

15.1 Own Insurance (Unlimited Liability):-

15.1.1 If the Customer selects Own Insurance in clause 6.2 of the Schedule, then the Customer:-

15.1.1.1 undertakes to provide Green Motion with proof of such insurance for Green Motion's approval at its sole discretion; and

15.1.1.2 agrees to elect and pay the costs and charges for Collision Damage Waiver and Theft Protection Waiver;

15.1.1.3 agrees that the Vehicle is hired at his sole risk and liability from the date of the delivery of the Vehicle to the Customer until the return of the Vehicle to Green Motion.

15.1.2 In this event, the Customer shall be liable for all or any Damages and/or Total Loss sustained to the Vehicle, whether it was attributable to his fault or negligence or not, which shall include but not be limited to hail damage and other acts of God.

15.1.3 The Customer will be liable for the insurance excess and will be billed accordingly

15.2 Packages/Insurance Cover (Limited Liability):-

15.2.1 The Customer is entitled to apply for the following Packages/Insurance Cover in respect of the Vehicle, which election and costs are to be recorded on the Schedule to the Agreement, namely:-

15.2.1.1 Basic Package, which pricing varies according to the Vehicle group, includes 200 kms free per day and a standard additional km charge, with a deposit and excess payable;

15.2.1.2 Plus Package, which pricing varies according to the Vehicle group, includes 400 kms free per day and a standard additional km charge, with a deposit and excess payable;

15.2.1.3 Premium Package, which pricing varies according to the Vehicle group, includes unlimited kms per day, with a deposit and lower excess payable;

15.2.1.4 Premium Plus Package, which pricing varies according to the Vehicle group, includes unlimited kms free per day with a deposit of R1,500-00 and no upfront excess payable;

15.2.2 All four packages mentioned above include third party liability (with no excess payable) and collision damage waiver and theft protection (with excesses payable).

15.2.3 If the Customer selects the Packages/Insurance Cover in clause 6.2 of the Schedule and adheres to all the terms and conditions contained in this Rental Agreement, then the Customer will be liable for the lesser of either:- the Damages or Total Loss to the Vehicle; or the excess amount specified in clause 6.2 of the Schedule;

15.2.4 In the event that the Customer does not comply and adhere to all the terms and conditions contained in the Rental Agreement, then the Insurance Cover will not be applicable and the Customer will be deemed to have Own Insurance as provided for in clause 15.1 above;

15.2.5 The Insurance Cover expressly excludes cover for Damages or Total Loss sustained for the following:-

15.2.3.1 the Additional Equipment;

15.2.3.2 damage caused to the Vehicle as a result of the fitment of the Additional Equipment;

15.2.3.3 goods in transit in the Vehicle;

15.2.3.4 the interior, undercarriage, roof, glass, tyres, rims and hubcaps of the Vehicle;

15.2.3.5 damage caused to the Vehicle by water or contamination of fuel;

15.2.3.6 assessing damages, costs of towing, transporting or storing the Vehicle;

15.2.3.7 sustained to the Vehicle as a result of Driver negligence;

15.2.3.8 where there was no other vehicle, person or animal involved;

15.2.3.9 theft of Vehicle liability;

15.2.3.10 personal accident insurance.

15.2.4 It is recorded that Green Motion does not act as agent for the Customer in procuring the Insurance Cover or Waiver Cover mentioned in clauses 15 and 16 hereof and makes no recommendations regarding the appropriateness thereof. Details of the policy are available for inspection by the Customer at the Company's head office and the Customer shall be deemed to be aware of and accept all terms and conditions of the policy.

15.2.5 "Total Loss" in relations to a vehicle – The customer is responsible for a double excess in the event of Theft or Total loss (uneconomical to repair)

16. GREEN MOTION'S WAIVER COVER

16.1 The Customer is entitled to apply for the following Waiver Cover in respect of the Vehicle, which election and costs are to be recorded on the Schedule to the Agreement, namely:-

16.1.1 Wheels and Glass Protection Plan, which reduces the excess to nil with a deposit payable of R 1,500-00, covering damage to the Vehicle's tyres and windscreen, but excludes rims and other glass;

16.1.2 Collision Damage Waiver, which reduces the liability for collision damage to the excess and deposit payable. This does not cover any damage to the Vehicle's interior, undercarriage, tyres, rims, broken or lost keys, or contamination of fuel;

16.1.3 Super Collision Damage Waiver, which reduces the upfront excess payable and the deposit to a lower amount. This does not cover any damage to the Vehicle's interior, undercarriage, tyres, rims, broken or lost keys, or contamination of fuel;

16.1.4 Theft Protection Waiver;

16.1.5 Personal Accident Insurance Waiver

GREEN MOTION'S CHARGES

DESCRIPTION	CHARGE (EXCLUDING VAT)
Document Administration Fee:-	R95-00 per rental
Traffic Fine/Toll Administration Fee:-	R420-00 per claim
Claim Handling Fee:- Below R 1,000-00 R 1,000-00 and above	R400-00 per claim R900-00 per claim
Assessment Fee:- Damages below R5,000-00 Damages above R5,000-00	R350-00 per claim R900-00 per
Valet:- Half Valet Full Valet	R450-00 R750-
Call Out Fee:-	R600-00 per call out
Refueling Fee:- Fuel Card Admin Fee Fuel Card Top-up Fee	R25-00 per refuel R150-00 admin fee R50-00 top-up fee
Cross Border Fee: Swaziland, Lesotho, Botswana, Namibia Mozambique, Zambia (Excluding Zimbabwe, Malawi & Angola where travel is prohibited)	R2,000-00 per border R2,500-00 per border
Tyre and Windscreen Waiver Cover	R95-00 per day, with a deposit of R 1,500-00
Collision Damage Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement
Theft Protection Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement
Third Party Waiver Cover	R150-00 per day, plus an additional excess of R 10,000-00 over and above the Insurance Cover charges and excess payable
Personal Accident Insurance Waiver	Varies per Vehicle group, as stated on the Schedule to the Agreement

Customer's Signature: