



# TERMS AND CONDITIONS

## CONTRACTING PARTY:

### 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. "Company Driver" means the person employed by the Company who is requested by the Customer to drive the Vehicle;
- 1.7. "Customer" means the corporate entity and/or persons whose names appear on the Rental Agreement as Customer, Driver or Additional Driver on the Schedule;
- 1.8. "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;
- 1.9. "Damage(s)" means in relation to the Vehicle, Additional Equipment, or Third Party Damage, the actual costs including but not limited to towing, transporting, storage, repairing of damage, replacement of parts or accessories, assessor's costs, or any other direct or indirect damages or charges incurred related to an incident of any nature, including Total Loss where applicable;
- 1.10. "Driver" means the person permitted to drive the Vehicle, as specified in clause 2 of the Schedule.
- 1.11. "Driver's License" means a valid driving license issued either in South Africa, or abroad, which foreign license is to contain a photograph and signature of the holder, together with a translation and certificate of authenticity if in a foreign language;
- 1.12. "EV" means an electric vehicle that uses battery power rather than diesel or petrol fuel, but excludes a Hybrid Vehicle;
- 1.13. "Green Motion" means Green Motion Car and Van Rental South Africa (Pty) Ltd (Registration No: 2021/687967/07);
- 1.14. "Hybrid Vehicle" means a vehicle which uses battery and other fuel;
- 1.15. "Kenings" means Kenings Car Van and Truck Hire (Pty) Ltd (Registration No: 1999/027903/07);
- 1.16. "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;
- 1.17. "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. The rental amount payable for the Rental Period being calculated on a 24 (twenty-four) hour daily rate fixed increments from delivery of the Vehicle to return;
- 1.18. "Schedule" means the Customer, Vehicle and rental information contained on the face of this Rental Agreement;
- 1.19. "Tool of Trade" means any Vehicle which has attached as an integral part of such Vehicle any equipment for mechanical digging, scraping, grading, slashing, mowing, drilling, lifting, or levelling, whilst such equipment is being used for the purpose for which it was designed.
- 1.20. "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 the Vehicle is not reflected in the Auto Dealers Guide or is less than one (1) year old, the price of a new vehicle as supplied by the manufacturer as at the date of loss, less salvage (if applicable) and in relation to the Additional Equipment means the replacement cost of the Additional Equipment.
- 1.21. "Vehicle" means the vehicle as specified in clause 7 of the Schedule, which includes an EV and Hybrid Vehicle, including all keys, equipment and accessories thereto and the Additional Equipment and/or any Alternate Vehicle
- 1.22. "Partial Bill Back Account" means separate billing and splitting of applicable charges by the Company between the Agent and the Renter by means of separate tax invoices by the Company.
- 1.23. 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;
- 1.24. 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 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 (excluding travel to Zimbabwe, Malawi or Angola, which is expressly forbidden) is to be requested three (3) days prior to the time of booking and is subject to the Company's prior written agreement where additional fees will apply. It is recorded that any agreement for cross-border travel is subject to the following further conditions:-
  - 2.3.1. permission to travel in approved countries are subject to the road-type being suitable for the Vehicle type rented; the Customer shall be liable for any and all damages or loss and/or costs of recovery of the Vehicle, should the Vehicle be deemed to have been used on an unsuitable road;
  - 2.3.2. should the Customer enter an area which requires a bigger and/or higher clearance Vehicle and such Vehicle is dispatched to the Customer as a replacement Vehicle (subject to availability), then the Customer shall be liable for all such costs, which include but are not limited to the costs of the replacement Vehicle and the Vehicle replaced;
  - 2.3.3. all repair costs and costs of returning the Vehicle to South Africa (if required) will be for the Customer's Account and all repairs are to be pre-approved by the Company in writing.
- 2.4. Any cancellation of the rental of a Vehicle at the Customer's request must be carried out in writing prior to delivery of the Vehicle to the Customer, when a cancellation charge will apply, failing which, the full rental for the Rental period shall be payable.

### 3. THE CUSTOMER / DRIVER / ADDITIONAL DRIVER / COMPANY 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. In the event that the Driver, or Additional Driver, does not have a valid Driver's License, the rental of the Vehicle will be cancelled and there will be no refund of the rental or charges paid.
- 3.3. 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.
- 3.4. The Company assumes no liability in respect of the loss, theft, or damage when maneuvering, moving, rigging, mechanical digging, scraping, grading, slashing, mowing, drilling, lifting, or levelling of the vehicle or its equipment. It is the Customer's responsibility to insure the driver is equipped and licensed to operate the vehicle and its tool of trade.
- 3.5. In the event that the Vehicle is driven by hiring The Company Drivers, the Customer acknowledges that The Company Driver acts as agent for the Customer and 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. The Company furthermore assumes no liability in respect of the loss or damage to any of the goods in transit in such Vehicle driven by the Company Driver.

### 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 utilized 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, drop-off fees, over the border charges, delivery fees, collection fees, fuel, toll fees, all taxes payable (whichever are applicable).

- 4.2. The rental amount payable for the Rental Period is calculated in 24 (twenty-four) hour period increments from the time shown on the Schedule. In the event that the Vehicle is returned late, the Customer enters into a new 24 (twenty-four) hour period and will be charged for that and every successive 24 (twenty-four) hour period until return of the Vehicle to the Company.
- 4.3. The Renter agrees and confirms that The Renter is not allowed, for any reason whatsoever, to deduct or withhold the payment of any amount(s) due to The Company in terms of this Agreement.
- 4.4. The Renter remains liable for the payments of any amounts due in terms of this Agreement, which are not paid or settled in full by the issuer of the credit card.

### 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 fourteen(14) 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 suffered to the Company.
- 6.5. In the event of an accident, theft, loss, mechanical damage, 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, or in the event that the Vehicle is delivered to the Customer at a pre-agreed destination, when the Vehicle leaves the depot.
- 7.2. The Customer is to inspect the Vehicle upon delivery and the Vehicle and all fitted accessories and Additional Equipment shall be deemed to be delivered in good running order and repair without any damage, unless such damage or defect is recorded in writing and signed by both parties at the time of delivery. In the event that no damage or defect is recorded in writing at the time of delivery of the Vehicle, it shall be deemed to be fit for the purpose that it was hired by the Customer and any damage or defect recorded at the time of return of the Vehicle shall be for the Customer's account. It is recorded that the Customer shall be obliged to ensure the correct fitment and suitability of all Additional Equipment upon delivery of the Vehicle and Additional Equipment.
- 7.3. The Customer shall have no claim against the Company in the event that the Vehicle or Additional Equipment is not available for delivery for any reason whatsoever.
- 7.4. Failure by the Customer to collect the Vehicle at the reserved date and time will result in the reservation of the Vehicle being cancelled, when a cancellation fee shall be payable by the Customer to cover any damages suffered by the Company.
- 7.5. In the event that the Vehicle is delivered to the Customer at a pre-agreed destination, the Customer acknowledges that he shall be liable for the fuel and/or mileage costs commencing from the departure of the Vehicle from the Company depot.

### 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 keeping it in a secure area, 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 Driver or Additional Driver may not transport any animals in the Vehicle, unless prior authorisation is received from the Company, who may in their sole discretion charge a valet fee for the cleaning of the Vehicle if necessary;
- 8.5. The Customer shall ensure that the occupants shall not smoke any cigarettes, cigars or e-cigarettes in the Vehicle, failing which, the Customer shall be liable for a valet fee for the cleaning of the Vehicle;
- 8.6. The Customer undertakes and warrants that the Vehicle may not be used:-
  - 8.6.1. to transport heavy objects or loads, or to propel or tow any vehicle, trailer, boat or caravan, unless prior written authorisation is obtained from the Company, in which event such authorised acts shall at all times be conducted strictly in accordance with the Vehicles specifications;
  - 8.6.2. for any other purpose than for which it was designed, or for the conveyance of any passengers and/or goods for payment, or in violation of any laws, or in any other illegal manner;
  - 8.6.3. on roads, which in the reasonable opinion of the Company are not suitable for the Vehicle due to adverse road conditions, weather conditions, or otherwise;
  - 8.6.4. in any motor sport or similar high risk activity;
  - 8.6.5. beyond the borders of the Republic of South Africa, unless prior written authorisation is obtained from the Company;
  - 8.6.6. in any area where there is, or may be, a risk or incidents of civil unrest, political disturbance or riot;
  - 8.6.7. in contravention of any applicable laws, ordinances, traffic rules and regulations;
  - 8.6.8. by any person other than the Driver and Additional Driver;

**8.6.9.** The Renter shall not exceed the applicable speed limit on national roads, gravel roads, or dirt roads, (limited to 60 km per hour). The Renter must consider the prevailing road and traffic conditions when driving.

**8.6.10.** 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, medication, or similar substance;

**8.6.11.** 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;

**8.6.12.** 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;

**8.6.13.** 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,

**8.6.14.** in which event the Waiver Cover/ Package 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 renting location, failing which, the Waiver Cover/Policy 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 and Additional Equipment on the agreed date contained in the Rental Agreement shall constitute unlawful possession thereof and the Company may, inter alia, report the Vehicle and Additional Equipment as stolen, repossess the Vehicle and Additional Equipment 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 and Additional Equipment, as well as the cost of rental for the additional period that the Vehicle and Additional Equipment was not returned to the Company;

**9.3.** In the event that the Customer by prior agreement with the Company returns the Vehicle to another location which is not the renting location, then the Customer agrees to pay a "drop-off fee" to the Company.

**9.4.** The procedure for the return of the Vehicle and Additional Equipment shall be as follows:-

**9.4.1.** the Customer is to park the Vehicle in the Company's designated reserved bays, or agreed location, and is to ensure that the Vehicle is locked and secure;

**9.4.2.** the Customer is to hand the keys and Additional Equipment to an authorised representative of the Company when the Company is open for business, or to leave the keys in the Company drop-safe on prior arrangement;

**9.4.3.** the Customer is to complete and sign a Vehicle inspection report together with the authorised representative of the Company, failing which, the Customer shall be deemed to have accepted the Vehicle inspection report conducted by the Company;

**9.4.4.** the Vehicle is to be returned fully refueled, failing which, the Customer shall be liable for the cost of refueling the Vehicle. A refueling fee will be charged at 10% of the refuel charge.

**9.5.** The Vehicle and Additional Equipment 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 and/or Additional Equipment whilst it is at risk of the Customer, which shall be payable immediately upon demand.

**9.6.** The Customer may not withhold the return of the Vehicle to the Company for any reason whatsoever and any delay in returning the Vehicle shall be deemed to be an extension of the Rental Period and the Customer shall be liable for any damages suffered by the Company.

**9.7.** In the event that the Customer desires to extend the rental period, such extension shall be contingent upon the approval of the Company. It is understood that in the event of such extension, the rates and waivers may be subject to alteration at the Company's discretion. However, it is expressly acknowledged that the original terms and conditions, as duly executed by the parties, shall continue to remain in full force and effect.

**9.8.** On a Rental Agreement extension, The Company retains the right to request inspection of The Vehicle at the nearest premises owned or operated by The Company.

#### **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 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; a copy of the police report must be emailed to The Company within 24 hours of the reporting of the incident.

**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, failing which, the Customer will be held liable for the Total Loss of the Vehicle and any Additional Equipment;

**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. EV TERMS (ONLY APPLICABLE TO EV RENTALS)**

**11.1.** The Customer when choosing to rent an EV confirms that he understands and is comfortable with the capabilities and limitations associated with an EV. It remains the sole responsibility of the Customer to ensure that an EV is appropriate for his needs.

**11.2.** Any vehicle information provided by the Company relating to the EV's capabilities and range that are theoretically achievable are based upon available market data. These theoretical capabilities and range indications are not guaranteed as the EV's performance and battery life are affected by a number of factors which include but are not limited to model, driving style, terrain, road conditions, weather conditions, air-conditioner usage, battery composition and age.

**11.3.** When the Customer collects the EV from the Company, the Company will ensure that the EV has a charge status of at least 75%. This charge status will be recorded on the condition report and/or Rental Agreement on delivery.

**11.4.** The Customer will be provided with a portable EV charger for use with the EV on collection, which is to be used strictly in accordance with the user manuals for the EV. The Customer furthermore undertakes that he will never use an extension cord with the portable EV charger and will immediately stop charging the EV should the portable EV charger or socket become hot during charging.

**11.5.** Should the Customer make use of a public DC Charger for the charging of the EV, they are to be used strictly in accordance with the instructions provided at such location and the Customer will be liable for any misuse or damage caused to the public DC Charger, or the EV.

**11.6.** It is recommended that the Customer charges the battery of the EV as often as possible to maintain the EV in the 20% to 80% battery charge range insofar as the charge time is increased if the EV is below the 20% battery charge range. The Customer undertakes not to allow the EV's battery charge to fall below 10% as this significantly impairs the battery life and may damage the EV's battery.

**11.7.** The Customer undertakes to return the EV to the Company at the end of the Rental Period with at least a 75% battery charge. Failure by the Customer to return the EV with a 75% battery charge will lead to recharging fees being billed to the Customer. In the event that the EV is returned at the end of the Rental Period with a critically low battery and cannot be unlocked and/or driven, the Customer shall furthermore be liable for the costs incurred by the Company in gaining access to the EV, as well as any damage caused to the EV as a result thereof.

**11.8.** The Customer will also be liable for any damage or loss suffered to the portable EV charger during the Rental Period.

**11.9.** The EV must be returned to the location as indicated on the Rental Agreement as not all the Company's locations support EV rentals. Failure to do so, will lead to further fees being charged to the Customer for the relocation of the EV.

#### **12. INDEMNIFICATION OF THE COMPANY BY THE CUSTOMER**

**12.1.** 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;

**12.2.** 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.

#### **13. INDEMNIFICATION OF THE COMPANY BY THE CUSTOMER**

By signing this Rental Agreement, the Customer consents to and authorises:

**13.1.1.** the processing of its personal information by the Company or any of its operators or agents on the condition that they will secure the integrity and confidentiality of the Customer's personal information, which shall include its banking information.

**13.1.2.** The Customer further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa;

**13.1.3.** the collection of information by the Company from any other source to confirm and supplement the personal information which the Company has about the Customer;

**13.1.4.** the retention by the Company of records of the Customer's personal information (even after the Customer is no longer the Company's Customer) for as long as permitted for legal, regulatory, fraud prevention, financial crime and marketing purposes;

**13.1.5.** the Company conducting credit enquiries about the Customer with any credit bureau or credit provider from time to time and providing the Customer's personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services (including any credit bureau) and/or crime prevention agencies;

**13.1.6.** the Company making use of the Customer's personal information provided to the Company for purposes of tracking and recovering (which includes triangulation of cellular phones in accordance to the RICA Act 70 of 2002) the Vehicle if it is not returned to the Company at the agreed time and date reflecting on the Rental Agreement;

**13.1.7.** the Company tracking the Vehicle for purposes of monitoring the Customer's use of the Vehicle and recovering the Vehicle and the Company disclosing the tracking report to its insurance company, the Customer's employer (if the employer is responsible for payment) and any other third party having a legitimate interest;

**13.1.8.** the Company disclosing the Customer's personal information to the Company's agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of the Vehicle whilst the Vehicle was at the risk of the Customer;

**13.1.9.** the Company to disclose all necessary and relevant information in respect of the Customer to SANRAL or their agents for the recovery by them of any e-toll transaction in respect of the use of the Vehicle; the Company to disclose all the necessary and relevant information in respect of the Customer to SAVRALA or their agents and members for the recording of Customers who have been placed on our risk "Do Not Rent" list.

#### **14. GENERAL**

**14.1.** 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.

**14.2.** 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.

**14.3.** 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.

**14.4.** The parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, not with- standing the subject matter or cause of action involved, or in the event that the claim may exceed the jurisdiction of the Magistrate's court.

**14.5.** This Rental Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

**14.6.** 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, or for the recovery of the Vehicle, the Customer will be liable for any costs and expenses incurred in doing so, on the attorney and own customer scale, including but not limited to collection commission and tracing fees.

**14.7.** If the Customer is not the Driver or Additional 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 or Additional 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.

**14.8.** 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.

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

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

**14.11.** The Renter further permits The Company to report payment default(s) in terms of this Agreement to any credit bureau in conformance with the National Credit Act 34 of 2005. The Company will not accept liability for any losses incurred as result of such adverse listing.

#### **15. OWN INSURANCE / KENINGS WAIVER COVER**

##### **15.1. OWN INSURANCE (Unlimited Liability):-**

**15.1.1.1.** If the Customer selects Own Insurance in clause 6 of the Schedule, then the Customer:

**15.1.1.2.** undertakes to provide Kenings with proof of such insurance for Kenings approval at its sole discretion; and

**15.1.1.3.** agrees to elect and pay the costs and charges for Collision Damage Waiver and Theft Protection Waiver;

**15.1.1.4.** 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.

**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 shall be liable for the rental charges of the Vehicle until the Damages for the Vehicle have been settled or the Vehicle has been replaced in the event of a Total Loss.

**15.1.4.** In the event of The Vehicle being stolen or considered beyond economical repair; the replacement value will be the retail value as contained in the Auto Dealers Guide as at the time of such loss as well as all accessories, spares, equipment and tools. In the event of The Vehicle being less than (1) one-year-old, the cost thereof shall be the retail value of a new vehicle. All accessories, spares, equipment and tools, irrespective of the age of The Vehicle, will be replaced as new. 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.

##### **15.2. WAIVER COVER (Limited Liability):-**

**15.2.1.** 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:-

**15.2.1.1.** Standard Waiver Cover, which pricing varies according to the Vehicle group, with a deposit and excess payable;

**15.2.1.2.** Super Waiver Cover, which pricing varies according to the Vehicle group and has a lower deposit and excess payable;

**15.2.1.3.** All Waivers mentioned above include third party liability (with excess payable) and collision damage waiver and theft protection waiver (with excesses payable).

**15.2.2.** The Third-Party Liability Damage Cover does not apply to Corporate Clients, unless the Company has approved such Cover for the Corporate Client, in its sole discretion, based on the risk profile of the Corporate Client.

**15.2.3.** An Agent shall only qualify for the Third-Party Liability Damage Cover if the Agent has a Partial Bill Back Account and Cover been approved by the Company.

**15.2.4.** Third-Party Liability Damage does not cover for damages or total loss sustained subject to the provisions of Clause 15.2.8.

**15.2.5.** If the Customer selects Waiver Cover in clause 6 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 of the Schedule;

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

**15.2.7.** The Renter will, subject to clause 15.2, be liable for the Damage Liability Amount applicable irrespective of the manner in which an incident occurred or whether the damage was due to negligence of a third party.

**15.2.8.** The Waiver Cover expressly excludes cover for Damages or Total Loss sustained for the following:-

**15.2.9.** The Renter acted in a grossly negligent manner or acted with willful and intentional misconduct (including, but not limited to, speeding)

**15.2.9.1.** Where a non-designated driver or drivers have caused the loss and/or damage;

**15.2.9.2.** Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;

**15.2.9.3.** Where the damage/loss is sustained by water and/or contaminated fuel;

**15.2.9.4.** Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel;

**15.2.9.5.** Unauthorised salvage and/or towing and/or release fees;

**15.2.9.6.** Contravention or breach of any term of this Agreement by The Renter or Additional Driver;

**15.2.9.7.** A third-party vehicle was being towed by The Vehicle (unless authorized by The Company in writing);

15.2.9.8. The Vehicle was being towed by a third-party Vehicle;  
 15.2.9.9. Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorized by The Company  
 15.2.9.10. the Additional Equipment;  
 15.2.9.11. damage caused to the Vehicle as a result of the fitment of the Additional Equipment;  
 15.2.9.12. goods in transit in the Vehicle; or tool of trade;  
 15.2.9.13. the interior (including upholstery and carpets), undercarriage, mechanical, roof, glass/auto glass of the Vehicle,  
 15.2.9.14. damage caused to the Vehicle by water or contamination of fuel;  
 15.2.9.15. the tyres, rims and hubcaps of the Vehicle;  
 15.2.9.16. assessing damages, costs of towing, transporting or storing the Vehicle;  
 15.2.9.17. Hitting another vehicle from behind;  
 15.2.9.18. sustained to the Vehicle as a result of Driver negligence;  
 15.2.9.19.  
 15.2.9.20. personal accident insurance.  
 15.2.9.21. In the event of a collision and/or loss of The Vehicle which is not reported within twenty-four (24) hours as required;  
 15.2.9.22. Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company;  
 15.2.5. Subject to the provisions of the waiver covers in clause 15.2, The Renter will under the following circumstances be liable for double the Excess Liability Amount applicable to the waiver cover selected:  
 15.2.6. If The Vehicle was rendered uneconomical to repair i.e.: a write-off;  
 15.2.7. If The Vehicle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and/or a hit and run incident; and/or  
 15.2.8. If The Vehicle was stolen or hijacked.  
 15.2.9. Damage caused by hail and flooding.

15.3. It is recorded that Kenings The Company does not act as agent for the Customer in procuring the Waiver Cover or Policy 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.

**16. KENING'S ADDITIONAL WAIVERS/ COVERS**

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. Tyre and Windscreen Waiver, which covers 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. Theft Protection 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;  
 16.1.4. Third Party Reduced Excess Waiver, reduced excess shall be applicable;  
 16.1.5. Personal Accident Insurance  
 16.1.6. Minor Damage waiver covers damages up to R2500. in cases where the damages exceed R2500 where the Client has also opted for the Super or Standard Waiver for collision damage, the Customer contribution required under such Waiver will be reduced by R2500.  
 16.1.7. Hail Damage Reduced Excess Waiver covers all hail damage.

**17. OWN INSURANCE / GREEN MOTION'S PACKAGES/ WAIVER COVER**

17.1.1. OWN INSURANCE (Unlimited Liability):-  
 17.1.1.1. If the Customer selects Own Insurance in clause 6 of the Schedule, then the Customer:-  
 17.1.1.2. undertakes to provide Green Motion with proof of such insurance for Green Motion's approval at its sole discretion; and  
 17.1.1.3. agrees to elect and pay the costs and charges for Collision Damage Waiver and Theft Protection Waiver;  
 17.1.1.4. 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. 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.  
 17.1.2. 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.  
 17.1.3. The Customer shall be liable for the rental charges of the Vehicle until the Damages for the Vehicle have been settled or the Vehicle has been replaced in the event of a Total Loss.  
 17.1.4. In the event of The Vehicle being stolen or considered beyond economical repair; the replacement value will be the retail value as contained in the Auto Dealers Guide as at the time of such loss as well as all accessories, spares, equipment and tools. In the event of The Vehicle being less than (1) one-year-old, the cost thereof shall be the retail value of a new vehicle. All accessories, spares, equipment and tools, irrespective of the age of The Vehicle, will be replaced as new.

**17.2. PACKAGES/WAIVER COVER (Limited Liability):-**

17.2.1. The Customer is entitled to apply for the following Packages/Waiver Cover in respect of the Vehicle, which election and costs are to be recorded on the Schedule to the Agreement, namely:-  
 17.2.1.1. 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;  
 17.2.1.2. 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;  
 17.2.1.3. Premium Package, which pricing varies according to the Vehicle group, includes unlimited kms per day, with a deposit and lower excess payable;  
 17.2.1.4. Premium Plus Package, which pricing varies according to the Vehicle group, includes unlimited kms free per day with a deposit/ excess of R3000-00 payable, tyre and windscreen waiver included and 2 free option extras (Limited to GPS, Additional driver or baby seat);  
 17.2.2. All four packages mentioned above include third party liability (with excess payable) and collision damage waiver and theft protection waiver (with excesses payable).  
 17.2.2.1. The Third-Party Liability Damage Cover does not apply to Corporate Clients, unless the Company has approved such Cover for the Corporate Client, in its sole discretion, based on the risk profile of the Corporate Client.  
 17.2.2.2. An Agent shall only qualify for the Third-Party Liability Damage Cover if the Agent has a Partial Bill Back Account and Cover been approved by the Company.  
 17.2.2.3. Third-Party Liability Damage does not cover for damages or total loss sustained subject to the provisions of Clause 17.2.

17.2.3. If the Customer selects the Packages/Waiver Cover in clause 6 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 of the Schedule;

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

17.2.5. The Renter will, subject to clause 17.2, be liable for the Damage Liability Amount applicable irrespective of the manner in which an incident occurred or whether the damage was due to negligence of a third party.

17.2.6. The Waiver Cover expressly excludes cover for Damages or Total Loss sustained for the following:-

17.2.6.1. The Renter acted in a grossly negligent manner or acted with willful and intentional misconduct (including, but not limited to, speeding)

17.2.6.2. Where a non-designated driver or drivers have caused the loss and/or damage;

17.2.6.3. Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest;

17.2.6.4. Where the damage/loss is sustained by water and/or contaminated fuel;

17.2.6.5. Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel;

17.2.6.6. Unauthorised salvage and/or towing and/or release fees;

17.2.6.7. Contravention or breach of any term of this Agreement by The Renter or Additional Driver;

17.2.6.8. A third-party vehicle was being towed by The Vehicle (unless authorized by The Company in writing);

17.2.6.9. The Vehicle was being towed by a third-party Vehicle;

17.2.6.10. Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorized by The Company

17.2.6.11. The Additional Equipment;

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

17.2.6.13. goods in transit in the Vehicle; or tool of trade;

17.2.6.14. the interior (including upholstery and carpets), undercarriage, mechanical, roof, glass/auto glass of the Vehicle;

17.2.6.15. the tyres, rims and hubcaps of the Vehicle;

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

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

17.2.6.18. Hitting another vehicle from behind;

17.2.6.19. sustained to the Vehicle as a result of Driver negligence;

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

17.2.6.21. theft of Vehicle liability;

17.2.6.22. personal accident insurance.

17.2.6.23. In the event of a collision and/or loss of The Vehicle which is not reported within twenty-four (24) hours as required;

17.2.6.24. Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company;

17.2.7. Subject to the provisions of the waiver covers in clause 15.2, The Renter will under the following circumstances be liable for double the Excess Liability Amount applicable to the waiver cover selected:

17.2.8. If The Vehicle was rendered uneconomical to repair i.e.: a write-off;

17.2.9. 15.2.7. If The Vehicle was involved in a single-vehicle accident i.e.: no contact or direct involvement of any other vehicle and/or a hit and run incident; and/or

17.2.10. If The Vehicle was stolen or hijacked.

17.2.11. Damage caused by hail and flooding.

17.2.12. It is recorded that Green Motion does not act as agent for the Customer in procuring the Waiver 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.

**18. GREEN MOTION'S ADDITIONAL WAIVERS**

18.1. 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:-

18.1.2. Wheels and Glass Protection Plan, which reduces the excess to nil, covering damage to the Vehicle's tyres (4 tyres and Spare tyre) and windscreen, but excludes rims and other glass;

18.1.3. 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, mechanical, tyres, rims, broken or lost keys, or contamination of fuel; and all exclusions stipulated in clause 17.2

18.1.4. Theft Protection 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;

18.1.5. 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, mechanical, tyres, rims, broken or lost keys, or contamination of fuel;

18.1.6. Super Theft Protection Waiver;

18.1.7. Personal Accident Waiver.

18.1.8. Minor Damage waiver covers damages up to R2500. in cases where the damages exceed R2500 where the Client has also opted for the Super or Standard Waiver for collision damage, the Customer contribution required under such Waiver will be reduced by R2500.

18.1.9. Hail Damage Reduced Excess Waiver covers all hail damage.

SCHEDULE OF CHARGES	
DESCRIPTION	CHARGES (including VAT)
Documentation Administration Fee:	Varies per rental
Traffic Fine Administration Fee:	R450.00 per Fine
Claim Handling Fee: Below R1000.00 Above R1000.00	R400.00 per claim R900.00 per claim
Assessment Fee: Damages below R5000.00 Damages above R5000.00	R550.00 per claim R1500.00 per claim
Call Out Fee:	Varies per call out
One Way Fee	Varies per event, customer to be recharged as per companies expense
Towing/Storage Fee	Varies per event, customer to be recharged as per companies expense
Vehicle Reclaim / Repatriation Fee	Varies per event, customer to be recharged as per companies expense
Third Party Excess	Varies per event, customer to be recharged as per companies expense
Refueling Fee	10% of the Fuel
Fuel Card Admin Fee	R150.00
Fuel Card Top-up Fee	R100.00 per top-up
Additional Driver	R500.00 per Driver
Baby Seat	R550.00 per rental
Booster Seat	R550.00 per rental
Child Seat	R550.00 per rental
GPS Rentals	
Mobile Wifi / Broadband Router (Available in RSA Only)(Security Deposit of R1500 Applies)	R200.00 per Day
Young Driver Surcharge (Under 21 Years of Age but in Possession of a Driver's License for Two Years)	R200.00 per Day
Bicycle Rack (Security Deposit of R3000 Applies)	R200.00 per Day
Roof Racks	R550.00 Once Off Fee
Golf Trailer (Security Deposit of R1500 Applies)	R500.00 per Day
Luggage Box (Security Deposit of R1500 Applies)	R400.00 per Day
Tyre & Windscreen Cover	R110.00 per Day
Cross Border Fee: Swaziland, Lesotho, Botswana, Namibia Mozambique, Zambia *Zimbabwe, Malawi, Angola – No Cross Border Allowed	R2500.00 per border R3000.00 per border
Additional charges may be incurred, including but not limited to the above list.	

<b>TERMS AND CONDITIONS ACCEPTED BY:</b>	
<b>DESIGNATION:</b>	
<b>SIGNATURE:</b>	
<b>DATE SIGNED:</b>	