

TERMS AND CONDITIONS FOR THE RENTAL AGREEMENT

1 DEFINITIONS

- 1.1 "Avo" means: Alrette Rentals Close Corporation (2005/175827/23) a close corporation with limited liability, duly registered in terms of the company laws of south Africa with main place of business situated at 143 Leeupoort Street, Boksburg
- 1.2 "renter" means the person(s), whether natural or juristic, whose name appears on the reverse side as the "renter" and / or "additional driver" and / or any other person who is duly authorised to use the vehicle (e.g. account holder as described on the reverse side);
- 1.3 "driver" means the renter and/or additional driver described on the reverse side;
- 1.4 "the vehicle" means the vehicle described on the reverse side together with any additional equipment which travels with/on the vehicle and all keys, spares, accessories, tools and documents relating to the vehicle, and includes any replacement vehicle authorised by Avo;
- 1.5 "the rental period" means the period that the renter and/or the driver has the vehicle in his possession and / or under his control, commencing from delivery of the vehicle to the renter until return of the vehicle to Avo on the date and time agreed on the reversed side hereof;
- 1.6 "extended rental period" means any extension of the rental period beyond the agreed return date which is reflected on the reverse side hereof and which extended period is authorised by Avo;
- 1.7 "Delivery" means the handing over, to the renter, of possession or control of either the vehicle or the vehicle's keys, whichever first occurs.
- 1.8 "Day" means a period of 24 hours (or part thereof), calculated from the "time out" as reflected on the reverse side hereof;
- 1.9 "the reverse side" means the reversed side of the terms and conditions set out below.
- 1.10 "this agreement" means the terms and conditions set below, the reverse side, and, where applicable, the agreement to which these terms and conditions and the reverse side are an annexure.
- 1.11 Words in the singular include the plural and vice versa, and words denoting any one gender include the others.

2 RENTAL OF VEHICLE

Avo rents to the renter, who hires the vehicle from Avo, on the terms and conditions contained herein. The renter agrees to be bound to the terms and conditions of this agreement whether or not the renter was driving the vehicle.

3 PAYMENT

- 3.1 The renter shall pay, during the rental period and / or the extended rental period:
- 3.1.1 the rates stipulated on the reverse side hereof, for the days which the vehicle is rented;
- 3.1.2 for the kilometres which he / she has travelled with the vehicle, which kilometres are in excess of the daily free kilometre quota; and
- 3.1.3 all other miscellaneous charges accepted by the renter on the reverse side (e.g. super waiver insurance; contract fee, etc).
- 3.2 Avo may, at its discretion, require the renter to pay a deposit in an amount determined by Avo prior to delivery of the vehicle to the renter. Avo may utilise the deposit to pay any amounts payable to it in terms of this agreement or otherwise in law.
- 3.3 All payments in respect of the paragraph 3.1.1 and 3.1.3 above shall be made in advance and prior to delivery of the vehicle to the renter. Payment in respect of paragraph 3.1.2 shall be made at the end of the rental period and / or the extended rental period; whichever the case may be.
- 3.4 If any amount(s) are not paid on due date, Avo may without prejudice to any rights it may have, charge interest on the overdue amount at 2% per month
- 3.5 The renter shall pay all costs of petrol, oil and the like used during the rental period as well as all costs necessary to return the vehicle to Avo on the termination of the rental period and / or the extended rental period, including but not limited to, towing charges, levies, tolls and taxes.
- 3.6 The renter shall be liable at all times for, penalties, parking, traffic and other criminal offences arising out of the use of the vehicle during the rental period, and hereby indemnifies Avo accordingly. In addition to the aforementioned and notwithstanding the provisions of 3.1 the renter shall be liable for an admin fee, which shall be charged by Avo, in respect of any fine of R250.00
- 3.7 The renter herewith irrevocably authorises Avo to debit his / her / its credit card and / or garage card in respect of the full amount due in terms of this agreement.
- 3.8 In the event that the renter returns the vehicle to Avo prior to the due date as reflected on the reverse side, the renter shall pay in the discretion of Avo, either the usual rates applicable to the period and/or kilometres actually used or the rates as if the full minimum rental period and/or kilometres travelled actually occurred.
- 3.9 In determining the kilometres travelled for the purpose of 3.1 above –
- 3.9.1 Avo shall have the sole right to determine the kilometres travelled.
- 3.9.2 The kilometres shall be calculated from the vehicle's departure from an Avo location to the return of the vehicle to an Avo location;
- 3.9.3 Avo shall determine the amount of kilometres travelled having regard to the vehicle's odometer reading and / or the tracking device which is fitted to the vehicle.

4 DELIVERY AND RISK

- 4.1 Risk in the vehicle shall pass to the renter on delivery of the vehicle to the renter and shall remain at the risk of the renter until return of the vehicle to Avo.

- 4.2 Return of the vehicle to Avo shall mean the later of:

- 4.2.1 Handling over possession or control of the vehicle to an authorised representative of Avo; or
- 4.2.2 Handling the keys to an authorised representative of Avo or in terms of any other prior arrangement with Avo once the vehicle is parked in a designated place, locked and secured.
- 4.3 The vehicle shall be deemed to have been delivered to the renter in a good and roadworthy condition, completely undamaged, the radiator, oil reserve and fuel tank filled with an accurate odometer reading and tyres pumped according to specifications.
- 4.4 The renter shall return the vehicle to Avo in the same condition it was in on delivery, fair wear and tear excepted with the radiator, oil reserve and fuel tank filled.

5 USE OF VEHICLE

- 5.1 The renter shall ensure that the vehicle is secured and protected at all times during the rental period, that the alarm and other security devices are activated when the vehicle is not in use, that the keys of the vehicle are at all times under the control of the driver, and that the radio and/or radio faceplate are removed (if they are removable) and kept in a secure place when the vehicle is not in use.
- 5.2 The renter shall not use the vehicle: -
- 5.2.1 In a manner and/or area that may directly or indirectly cause damage to the vehicle, or place the vehicle at any risk whatsoever or for a purpose other than for which it was intended or which is not appropriate for the type of vehicle;
- 5.2.2 To convey passengers or goods for reward, unless authorised by Avo;
- 5.2.3 To tow or propel any other vehicle or object other than a trailer;
- 5.2.4 Outside South Africa (unless the vehicle is rented for that purpose);
- 5.2.5 To transport animals (unless the vehicle is rented for that purpose).
- 5.3 The renter shall not sublet or lend the vehicle to any person other than such person(s) specified on the reverse side, to use, drive, possess or control the vehicle, nor cause or allow the vehicle to be used for racing or competition of any kind.
- 5.4 The renter shall not affix a tow bar, tool rack or any other item to the car without Avo's prior written consent and unless other wise agreed, any item affixed on/to the vehicle shall become the property of Avo.
- 5.5 The renter shall: -
- 5.5.1 Care for the vehicle prudently by, amongst other things, ensuring there is sufficient water, oil and petrol.

6 WARRANTIES

- 6.1 The renter warrants that he and the driver and the additional driver: -
- 6.1.1 Have and have had for the past three years a valid and unendorsed driver's licence (which licence he will produce to Avo whenever enquired to do so) and are legally entitled to drive the vehicle.
- 6.1.2 Are over the age of 25 (twenty five) years.
- 6.1.3 Shall comply with all the provisions of this agreement.
- 6.1.4 Shall not drive or use the vehicle negligently or recklessly or whilst under the influence of alcohol or drugs.
- 6.1.5 Do not have defective vision and / or defective hearing, do not have any physical infirmity and have never had a fit;
- 6.1.6 Have not been convicted of any offences relating to the driving of a motor vehicle.
- 6.1.7 Have not breached any law whilst using the vehicle including, but not limited to, exceeding speeding limits.
- 6.1.8 Have not been refused an application for or renewal of motor vehicle insurance, nor have had a motor vehicle insurance policy cancelled, nor premiums increased, nor special conditions imposed.
- 6.1.9 Understand the meaning of the provisions of this agreement.
- 6.1.10 Shall not carry any articles in/on the vehicle which may cause damage to the inside or outside of the vehicle.
- 6.2 The renter warrants further that: -
- 6.2.1 All particulars given to Avo and /or recorded on the reverse side are true and correct.
- 6.2.2 No unauthorized given to Avo and/or recorded on the reverse side are true and correct.
- 6.2.3 He is entitled to enter into this agreement.
- 6.2.4 If the renter is not a natural person, the signatory of this agreement is authorised to bind the renter in terms of this agreement, and the renter shall be liable as if he/it were the signatory.

7 PROCEDURES IN THE EVENT OF ACCIDENT, THEFT OR DAMAGE

- 7.1 If during the rental period, the vehicle or any part thereof is involved in any accident or is lost or is stolen, ("the incident"), the renter shall take all reasonable steps to protect the interest of Avo and Avo's insurers, including but not limited to the following: -
- 7.1.1 Obtain the name, addresses and telephone numbers of all persons involved in the incident and if possible witness.
- 7.1.2 Not admit any liability of the incident, nor release any party from any liability, nor settle any claim against or by any party, nor accept any disclaimer of liability.
- 7.1.3 Notify the police and Avo as soon as possible, but no later than 12 (twelve) hours after the incident has occurred, obtain a police reference number and give this number to Avo within 12 (twelve) hours of the incident.
- 7.1.4 Within 24 (twenty four) hours after the incident, complete Avo's accident report from which the renter shall be obliged to obtain from Avo, return form to Avo and submit a copy of his driver's license to Avo.
- 7.1.5 Ensure that the vehicle is safe and secure.
- 7.1.6 Co-operate with Avo and its insurer in the investigation of and the

- institution of any claims or action and/or the defense of any prosecution of action relating to the incident.
- 7.1.7 Furnish to Avo immediately upon receipt, any demand or process of court which the renter or the driver may receive in connection with the incident.
- 7.2 If the renter is not the driver then, without in any way derogating from the renter's obligations in terms of this clause, the renter shall ensure that the driver complies with the provisions of this clause and the renter warrants that the driver will do so.
- 7.3 If the renter is not the driver and the driver does not comply with the steps set out above, the renter shall be liable for all damages of whatever nature incurred by Avo arising directly or indirectly out of the incident.
- 8 NO LIABILITY AND INDEMNITIES**
- 8.1 Avo shall not be liable to the renter or any other person for: -
- 8.1.1 Any damages directly or indirectly arising from any patent or latent defect in, or mechanical failure of the vehicle nor for any loss or damage to any property transported or left in the vehicle.
- 8.1.2 Any indirect damages, consequential loss, loss of profits or special damages of any kind for any breach by it or any provision of this agreement.
- 8.1.3 Any damages as a result of late delivery of the vehicle or failure to deliver the vehicle or the vehicle being unable to be used for the purpose for which it was rented.
- 8.1.4 Any damages as a result of any act or omission by Avo or any of its employees or agents or representatives.
- 8.1.5 The renter indemnifies Avo against any claim from any party for any loss or damage of any nature whatever (including gross negligence) suffered by any person as a result of: -
- 8.1.5.1 any event involving the vehicle, whether caused by Avo's negligence or otherwise, to the extent that Avo does not recover the amount of such claim.
- 8.1.5.2 any claims of whatsoever nature, in the event of Avo providing a chauffeur drive service to the renter.
- 8.1.5.3 any claims of whatsoever nature arising from the installation or condition of a child seat or any other accessory in and/or the vehicle.
- 9 LIABILITY FOR DAMAGE OR LOSS**
- 9.1 COLLISION DAMAGE WAIVER**
- 9.1.1 If the renter and/or driver have not breached any provision of this agreement and the renter has accepted Collision Damage and Theft Waiver (which the renter is obliged to accept), the liability of the renter for damage and/loss to the vehicle, (arising out of a collision) shall be limited to the lesser of the responsibility referred to on the reverse side and the cost of the repairs and/or replacement.
- 9.1.2 Collision Damage Waiver does not cover: -
- 9.1.2.1 damage or loss sustained as result of renter and/or driver negligence;
- 9.1.2.2 damage or loss sustained where such damage or loss, or the event giving rise thereto, occurred in a situation where no other vehicle, person, animal or object was involved unless the renter is able to prove that the damage or loss or the event giving rise thereto was not caused by the fault or negligence of the renter and/or driver.
- 9.1.2.3 damage or loss sustained where the vehicle was being driven on untarred road or a road not suitable for the vehicle type rented.
- 9.1.2.4 the costs of returning the vehicle to one of Avo's locations after the damage or loss has been sustained.
- 9.1.2.5 damage or loss of tyres, rims, hubcaps, glass or radio.
- 9.1.2.6 damage or loss sustained whilst the renter and/or driver and/or the vehicle is in breach if an applicable traffic laws or ordinance.
- 9.1.2.7 damage or loss sustained where accidents are not report within 12 (twelve) hours of occurrence to the nearest police station and to Avo by completing and submitting an accident report form to Avo.
- 9.1.2.8 damage or loss sustained where the accident takes place outside the country in which the vehicle was rented unless prior written authority for the vehicle to be taken outside such country has been obtained.
- 9.1.2.9 damage or loss if at any time during the rental period the vehicle is driven by a person other than the renter or driver.
- 9.1.2.10 damage or loss when in the opinion of Avo the vehicle has been driven or used in a manner which prejudices Avo's interest or rights therein.
- 9.1.2.11 damage or loss where the driver of the vehicle was under 25 (twenty five) years of age at the time the damage or loss was sustained.
- 9.1.2.12 damage or loss where the driver was not holding a valid unendorsed driver's licence at the time the damage or loss was sustained.
- 9.1.2.13 damage or loss sustained during an extension of the due date on the reverse side where such extension is not authorised by Avo.
- 9.1.2.14 damage or loss sustained during incidents of civil unrest, political disturbance or not any activity associated with any of the afore going.
- 9.1.2.15 damage of loss sustained where the vehicle was being used in a way prohibited in terms of paragraph 5.3.
- 9.1.2.16 damage of loss where there is an amount owing to Avo including excess amount.
- 9.1.3 Notwithstanding anything in this agreement Avo shall not be obliged to make, institute or proceed with any claim which Avo may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle and accordingly Avo shall be entitled in its sole discretion, abandon such claim or to settle such claim on any terms.
- 9.1.4 Avo reserves the right to select an approved repairer and shall at its sole discretion accept or reject such repairer's quotation. Avo will in its sole discretion determine the cost of the repairs and/or replacement referred to in paragraph 9.1.1.
- 9.2 The renter is obliged to take Collision Damage and Theft Waiver in respect of the vehicle.
- 9.3 THEFT PROTECTION**
- 9.3.1 If the renter and/or driver have not breached any provision of this agreement and the renter has accepted Theft Protection, the liability of the renter arising from the theft of the vehicle or any part thereof shall be limited to the lesser of the responsibility referred to on the reverse side and the cost of repair and/or replacement.
- 9.3.1.1 Theft protection does not cover: -
- 9.3.1.1.1 renter and/or driver negligence;
- 9.3.1.1.2 personal property of the renter and/or driver or any other person; damage or loss where the renter and/or driver fail to make adequate provision for the safety and security of the vehicle and in particular, but without limiting the generality of the afore going, fails to keep the vehicle properly locked, secured, immobilized and any burglar alarm activated and any anti-theft device supplied by Avo properly secured and in place when the vehicle is not in use or fails to remove and keep in a safe place any removable radio and/or radio faceplate.
- 9.3.1.1.3 damage or loss sustained during incidents of civil unrest, political disturbance or not or such a case the renter will replace the vehicle at his own costs.
- 9.3.1.2 If the renter has declined Theft Protection, the liability of the renter arising from the theft of the vehicle or any part thereof, shall be an amount determined by Avo.
- 9.4 PERSONAL ACCIDENT INSURANCE**
- 9.4.1 Avo shall not be liable to any person for loss of life or of personal injury to any person, arising directly or indirectly from the use or condition of the vehicle.
- 10 BREAKDOWN AND REPAIRS**
- 10.1 The renter shall notify Avo immediately if the vehicle breaks down or requires repairs and/or replacement of components ("repairs").
- 10.2 The renter shall be liable for the costs of repairs if: -
- 10.2.1 such repairs were necessitated through the fault, negligence and/or recklessness of the renter and/or the driver or as a direct or indirect result or the renter's breach of this agreement of Avo; or
- 10.2.2 the vehicle has been repaired without the prior written consent of Avo.
- 10.3 If after the vehicle has been returned to Avo, Avo is of the opinion that the vehicle requires repairs of any nature, the renter shall be liable for the costs of repairs in the circumstances described in 10.2.
- 11 GENERAL**
- 11.1 The renter acknowledged that he has not relied on any representation as to the condition, state of repair, fitness for any purpose, performance or capabilities of the vehicle the year of its manufacture, the odometer reading or anything else concerning the vehicle and confirms that no warranties have been made by Avo in regard to the afore going or in regard to any other matter.
- 11.2 The renter shall not be entitled to cede or assign any of his rights or obligations under this agreement. The signatory shall be personally liable for the renter's obligations in terms of this agreement as surely and co-principle debtor for fulfillment of the renter's obligations.
- 11.3 The rental period is deemed to continue during the time the vehicle is being serviced or repaired during or following termination of this agreement and the renter is accordingly liable to pay the daily rates for such period.
- 11.4 The renter authorises Avo to insert any particulars in the agreement on the reverse side which are not known or are unavailable at the time of signature and to rectify any bona fide errors of any fact.
- 11.5 Any addition to, or alteration of, this agreement shall not be valid unless agreed by Avo in writing.
- 11.6 A renter shall produce his drivers licence to Avo upon request. A renter holding a drivers licence issued outside South Africa shall upon request produce to Avo, in addition to his local drivers licence, a valid and endorsed international drivers licence.
- 11.7 The laws of South Africa shall govern this agreement.
- 11.8 The renter consents to the jurisdiction of the South African courts to adjudicate any matter arising out of this agreement. The renter further consents to the jurisdiction of the Magistrates Court, should Avo at its election, bring legal proceedings in a Magistrate's Court, notwithstanding that the amount involved exceeds the jurisdiction of the Magistrate's Court.
- 11.9 Any indulgence granted by Avo to the renter for fulfillment of any terms or conditions of this agreement shall not prejudice any rights of Avo under this agreement.
- 11.10 Any cost, including attorneys fees (on an attorney and client basis) collection, commission, tracing charges, directly or indirectly incurred by Avo in enforcing any of its rights or recovering any amounts in terms of this agreement shall be paid by the renter.
- 11.11 Avo shall be entitled to appropriate a payment recovered by it from the renter to any liability under reverse side.
- 11.12 The renter chooses his *domicillium citandi et executandi* for all purposes at the address specified on the reverse side.

- 11.13 Avo shall be entitled to carry out a credit check on a renter with one or more credit agencies and shall also be entitled to advise any credit agency of any default by a renter.
- 11.14 In the event of renter negligence being a relevant factor, it shall be assumed that the renter was negligent until the contrary is proved by him.
- 11.15 Should the renter breach any condition of this agreement or in the opinion of Avo act in a reckless or negligent manner, he shall personally be liable for all damages or loss of whatsoever nature caused during the subsistence of this agreement arising from such conduct and shall pay on demand all claims made by or against Avo arising there from.
- 11.16 This document contains the entire agreement between parties and neither shall be bound by any undertakings, representations or warranties not recorded herewith.
- 11.17 In case of the renter being a partnership, closed corporation, company, trust, or any other entity, the managing member, directors or trustees will be liable in his personal capacity for any amounts owing to Avo, jointly and severally.
- 11.18 A certificate of any director, manager or accountant of Avo whose appointment need not be proved by Avo as to any amount due and/or owing by the renter to Avo in terms of this agreement shall constitute prime facie proof of such amount.