

TERMS AND CONDITIONS OF RENTAL

1 DEFINITIONS AND INTERPRETATIONS

In this Rental Agreement, clause headings are used for convenience only and will not be used in its interpretation, and, unless the context clearly indicates a contrary intention, -

- 1.1 a word or an expression that denotes -
 - 1.1.1 any gender, includes the other genders;
 - 1.1.2 the singular, includes the plural and *vice versa*; and
 - 1.1.3 a natural person, includes an artificial or juristic person and *vice versa*;
- 1.2 the following words and expressions will, unless otherwise stated or clearly inconsistent with the context in which they appear, bear the following meanings, and other words and expressions derived from the same origins as those words and expressions (that is, cognate words and expressions) will bear corresponding meanings, -
 - 1.2.1 "**Additional Driver**" means any person who has signed the Rental Form as an additional driver;
 - 1.2.2 "**Additional Excess**" means the additional amount payable by the Renter in respect of a claim accepted by the Lessor as set out in the Rental Form;
 - 1.2.3 "**Business Day**" - any day other than a Saturday, a Sunday or an official public holiday in South Africa;
 - 1.2.4 "**CPA**" means the Consumer Protection Act No 68 of 2008, including its regulations, as amended or replaced from time to time;
 - 1.2.5 "**Damage(s)**" means any and all damages, costs or expenses, suffered by the Lessor, of whatsoever nature in relation to the Vehicle, and includes a Total Loss where applicable. An invoice, job card, quotation or similar document produced by the Lessor shall be regarded as sufficient proof of any such damages, costs or expenditure;
 - 1.2.6 "**Day**" means a period of 24 hours (or any part thereof), calculated from the time the Vehicle is rented by the Renter;
 - 1.2.7 "**Deposit**" means the 50% non-refundable deposit payable by the Renter to the Lessor in order to secure the Rental of the Vehicle as set out in the Rental Form;
 - 1.2.8 "**Driver**" means the person who has been identified on the Rental Form as the Driver and who shall be at least 18 years of age;
 - 1.2.9 "**Equipment**" means the equipment leased to the Renter together with the Vehicle more fully described in Annexure A hereto;
 - 1.2.10 "**Excess**" means the amount payable by the Renter in respect of a claim accepted by the Lessor as set out in the Rental Form, which shall include the Additional Excess (if applicable);
 - 1.2.11 "**Insurance Brochure**" means the booklet which shall be made available to the Renter by the Lessor's representative upon the Renter collecting the Vehicle, which booklet shall contain the essential terms and conditions of the insurance cover more fully described therein;
 - 1.2.12 "**Lessor**" means the party described as such on the Rental Form;

- 1.2.13 "**Loss/Damage Administration Fee**" means an administration fee charged by the Lessor for the processing of claims relating to damage or loss incurred in respect of, or theft of, the Vehicle as set out in the Rental Form;
- 1.2.14 "**Official Rates Brochure**" means the Lessor's current official brochure on the Rates other general information issued from time to time;
- 1.2.15 "**Party**" means the parties to the Rental Agreement; and "**Party**" will mean any of them, as the context may require;
- 1.2.16 "**Rates**" means the rates payable by the Renter for the Rental of a Vehicle in terms of this Rental Agreement;
- 1.2.17 "**Rental**" means the renting of a Vehicle by the Renter as contemplated in this Rental Agreement;
- 1.2.18 "**Rental Agreement**" means the Rental Form read together with these Terms and Conditions of Rental, the Insurance Brochure, the Official Rates Brochure, the Vehicle and Equipment Usage Manual and any warnings and instructions provided by the Lessor to the Renter when the keys of the Vehicle are handed to the Renter and all notices sent or provided to the Renter;
- 1.2.19 "**Rental Form**" means the printed form to which these Terms and Conditions are attached;
- 1.2.20 "**Rental Period**" means the period commencing on the date and at the time at which the Driver completes the Rental Form and terminating on the date and at the time at which the Driver is required to return the Vehicle to the Lessor, and includes an extended period as contemplated in 3;
- 1.2.21 "**Renter**" means the person who entered into this Rental Agreement with the Lessor, and includes the Driver and, if applicable, the Additional Driver, jointly and severally party described as such on the Rental Form;
- 1.2.22 "**Signature Date**" - when this Rental Agreement has been signed by all Parties (whether or not in counterpart), the latest of the dates on which this Rental Agreement (or any counterpart) was signed by each Party;
- 1.2.23 "**South Africa**" the Republic of South Africa;
- 1.2.24 "**Terms and Conditions of Rental**" means these written terms and conditions of rental, as amended from time to time;
- 1.2.25 "**Total Loss**" means an amount equal to the retail value of the Vehicle as reflected in the Auto Dealer's guide, as published by TransUnion Auto Information Solutions or any replacement publication nominated by the Lessor, or if not reflected therein, the new list price of the Vehicle as supplied by the manufacturer, as at the date of loss, less any salvage, where damage occurs to the Vehicle to such an extent that the estimated cost of repairs is such that the Vehicle is, in the reasonable assessment of the Lessor, uneconomical to repair in relation to the value of the Vehicle and the condition of the Vehicle, or the Vehicle is stolen;
- 1.2.26 "**Vehicle**" means each motor vehicle described in a Rental Form as the motor vehicle which is the subject of a Rental, including without limitation all keys, tyres, tools, Equipment, accessories and documents in and on the Vehicle when the Renter takes delivery of the Vehicle and includes any replacement vehicle;
- 1.2.27 "**Vehicle and Equipment Usage Manual**" means the booklet which shall be made available to the Renter by the Lessor's representative upon the Renter collecting the Vehicle, which booklet shall contain the essential terms and conditions of the use of the vehicle and equipment more fully described therein;
- 1.2.28 "**Waiver**" means that the Lessor will waive any claim it may have against the Renter in respect of Damage to the Vehicle, save in respect of the circumstances set out in 14.1; and

- 1.2.29 "**ZAR**" means South African Rand, being the lawful currency of South Africa;
- 1.3 Words and phrases defined in the Rental Form shall have the same meaning assigned to them in these Terms and Conditions and the other way round.
- 1.4 No provision herein shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have structured, drafted or introduced such provision.
- 1.5 any reference to any statute, regulation or other legislation will be construed as a reference to that statute, regulation or other legislation as at the Signature Date and as amended or substituted from time to time;
- 1.6 any reference to any agreement, certificate, deed, document or instrument will be construed as a reference to that agreement, certificate, deed, document or instrument as amended, reinstated or replaced (including by novation) from time to time;
- 1.7 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party, then, notwithstanding that it is only in a definition, the Parties will give effect to that provision as if it were a substantive provision in the body of this Rental Agreement;
- 1.8 where any term is defined within a particular clause other than this 1, that term will bear the meaning assigned to it in that clause wherever it is used in this Rental Agreement;
- 1.9 any reference to days (other than a reference to Business Days), months or years will be construed as a reference to calendar days, months or years, as the case may be;
- 1.10 the cancellation or termination of this Rental Agreement will not affect those provisions of this Rental Agreement that expressly provide that they will operate after any such cancellation or termination, or which must necessarily continue to have effect after such cancellation or termination, notwithstanding that the clauses themselves do not expressly provide for such continuity; and
- 1.11 the use of the words "**including**", "**includes**" or "**include**", followed by a specific example/s, will not be construed as limiting the meaning of the general wording preceding the example/s, and the rule that words of the same kind will be interpreted the same way (that is, the *eiusdem generis* rule) will not be applied in the interpretation of that general wording or those specific examples.

2 RENTAL OF THE VEHICLE

The Lessor rents the Vehicle to the Renter, who hires the Vehicle for the duration of the Rental Period, subject to the terms and conditions contained in the Rental Agreement.

3 TERM OF THE RENTAL AGREEMENT

- 3.1 This Rental Agreement commences on the collection date and time as indicated in the Rental Form to which these terms and conditions are attached and will continue until the return date and time, unless terminated earlier in accordance with the provisions of this Rental Agreement.
- 3.2 The Renter acknowledges and agrees that –
- 3.2.1 the return date as set out in the Rental Form is the expiry date of this Rental Agreement; and
- 3.2.2 this Rental Agreement will not automatically continue after the return date.
- 3.3 The Renter may request an extension of the Rental Period by giving the Lessor at least 24 hours written notice prior to the return date. The Rental Period shall only be extended on acceptance by the Lessor in writing of the proposed extended period by the Lessee, and will be subject to the terms and conditions of this Rental Agreement.

- 3.4 The Renter may cancel this Rental Agreement before the return date by returning the vehicle to the Lessor. The Renter will be liable to pay the Lessor -
- 3.4.1 all amounts which the Renter owes to the Lessor under this Rental Agreement at that time, which includes the usual Rates and charges applicable to the period for which the Vehicle was actually rented; and
- 3.4.2 a reasonable early cancellation fee.

4 DELIVERY OF THE VEHICLE

- 4.1 Unless alternative arrangements are made with the Lessor for the collection and the return location of the Vehicle and which collection and return locations shall be specified on the Rental Form, delivery of the Vehicle to the Renter shall occur at the time and at the Lessor's office at which the Renter takes possession of the keys and/or the Vehicle (such location, the "**Renting Location**").
- 4.2 The Renter agrees to pay the Lessor a drop-off and pick-up fee as contemplated in the Official Rates Brochure should the Renter wish to collect and return the Vehicle at any location other than the Lessor's office.
- 4.3 The Renter hereby acknowledges that he has been given a reasonable opportunity to inspect the Vehicle before delivery. The Renter has inspected the Vehicle for damage to paintwork, upholstery and other visible parts of the Vehicle and confirms that -
- 4.3.1 save as recorded on the Vehicle inspection report provided to the Renter when the Renter takes delivery of the Vehicle as contemplated in 4.1 above, there are no defects or damage to the Vehicle and that on the date of collection the Vehicle was in good repair, running order and in roadworthy condition;
- 4.3.2 the Vehicle is fit for the purpose for which it is being hired by the Renter; and
- 4.3.3 all wheel caps, the spare wheel, all tools, Equipment and other accessories (the "**accessories**") were all present in or on the Vehicle on the date of collection, and in good working order.

5 USE OF VEHICLE

- 5.1 The Vehicle may only be driven by the Driver and/or the Additional Driver during the Rental Period and in accordance with the Vehicle and Equipment Usage Manual.
- 5.2 During the Rental Period, the Vehicle may not be used -
- 5.2.1 for the conveyance of passengers and/or goods for reward;
- 5.2.2 to propel or tow any other vehicle, (including any caravan or trailer) unless authorised by the Lessor in writing;
- 5.2.3 on any surface other than a tarred road or a dirt road (by the Driver and/or Additional Driver acting with due care) unless authorised by the Lessor in writing;
- 5.2.4 for any illegal purpose of any nature whatsoever, to transport goods in violation of any customs laws or in any other illegal manner;
- 5.2.5 in any motor sport or similar high-risk activity;
- 5.2.6 beyond the borders of the Republic of South Africa, unless authorised by the Lessor in writing; or
- 5.2.7 in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the foregoing.

- 5.3 If the Renter uses the Vehicle in breach of his obligations under this 5, the Renter acknowledges that, the Waivers may not apply in respect of any loss, theft of or damage to the Vehicle.
- 5.4 The Renter shall, for the duration of the Rental Period -
- 5.4.1 make adequate provision for the safety and security of the Vehicle including keeping the Vehicle properly locked, secured and immobilised when not in use and ensuring that any anti-theft device in the Vehicle is properly secured and in place; and
- 5.4.2 take all reasonable steps to ensure that the Vehicle remains in good and safe working order, including regularly checking the oil, water and tyre pressure, immediately ceasing all use of the Vehicle (and contacting the Lessor) should the electronic diagnostics of the Vehicle indicate the presence of a fault or problem in relation to the Vehicle and undertaking reasonable inspections of the Vehicle before and after use.
- 5.5 The Renter will ensure that the keys of the Vehicle are under the Renter's control at all times.

6 USE OF EQUIPMENT

The Equipment may only be used by the Driver and/or the Additional Driver during the Rental Period and in accordance with the Vehicle and Equipment Usage Manual.

7 RETURN OF THE VEHICLE

- 7.1 The Renter must return the Vehicle, at the Renter's expense to the Lessor at such date and time and at the Renting Location indicated in the Rental Form, or as otherwise agreed by the Lessor.
- 7.2 The Renter acknowledges that failure to return the Vehicle in terms hereof shall constitute unlawful possession by him, and the Lessor may, without prejudice to any other rights which it may have in law, institute legal action to repossess the Vehicle at the cost of the Renter.
- 7.3 The Vehicle must be returned to the Lessor in the same condition as it was delivered to the Renter in terms of 4.3, fair wear and tear excepted. The Renter must ensure that the fuel tank of the Vehicle is refilled at the time of its return. If the fuel tank is not refilled, the Renter agrees to be liable to the Lessor for an amount equal to the retail fuel price then applicable for the fuel required to refill the fuel tank of the Vehicle, and for an administration charge raised by the Lessor for doing so.
- 7.4 When the Renter returns the Vehicle to any Renting Location, the Renter must -
- 7.4.1 park the Vehicle in the Lessor's designated parking area;
- 7.4.2 ensure that the Vehicle is properly locked and secure;
- 7.4.3 complete and sign a vehicle inspection report together with a duly authorised representative of the Lessor. If no such report is completed and signed by the Renter, the Renter shall be deemed to have accepted the contents of the vehicle inspection report completed by the Lessor; and
- 7.4.4 return the keys to the Lessor.
- 7.5 In the event that the vehicle is not returned in accordance with 7.4 above, the risk of loss or damage to the vehicle will remain vested in the Renter until such time as the Lessor has recorded the return of the Vehicle.

8 DECLARATIONS AND WARRANTIES BY THE RENTER

- 8.1 The Renter warrants and declares that -
- 8.1.1 the Renter has been given an adequate opportunity to read and understand the terms and conditions of this Rental Agreement and is aware of all the terms thereof. The Renter

- understands and accepts its risks and costs as well as its rights and obligations under this Rental Agreement;
- 8.1.2 the Renter has full power and authorisation to effect and carry out the obligations in terms of this Rental Agreement and, if the Renter is a corporate entity, association, partnership or a trust, that all necessary corporate and/or other actions were taken to authorise the execution of this Rental Agreement;
- 8.1.3 all the information the Renter provided to the Lessor in connection with the conclusion of this Rental Agreement is true, complete and accurate and the Renter is not aware of any material facts or circumstances not disclosed to the Lessor and which, if disclosed, may adversely affect the Lessor's decision to enter into this Rental Agreement;
- 8.1.4 the Renter has the necessary legal capacity to enter into this Rental Agreement and is not subject to an administration order referred to in section 74(1) of the Magistrates Court Act, any sequestration, liquidation or judicial management order or any business rescue proceedings;
- 8.1.5 the Lessor did not make an offer to the Renter which would automatically have resulted in a Rental Agreement if the Renter had not declined the offer;
- 8.1.6 the Lessor has not induced, harassed or forced the Renter to enter into this Rental Agreement;
- 8.1.7 this Rental Agreement was completed in full at the time of the Renter signing the Rental Agreement;
- 8.1.8 the Vehicle will not at any time during the Rental Period be driven by any person who is not authorised to drive the Vehicle in terms of the Rental Agreement;
- 8.1.9 the Driver and Additional Driver have a valid licence to drive the Vehicle;
- 8.1.10 the Driver and Additional Driver will at all times comply with all applicable laws and with the provisions of this Rental Agreement;
- 8.1.11 the Renter will inform the Lessor of any physical impairment of a person who wishes to be authorised to drive the Vehicle.
- 8.2 If the Renter fails to notify the Lessor of such physical impairment as contemplated in 8.1.11, the Renter will bear the full liability and responsibility for Damages in the event of an accident involving the Vehicle.
- 8.3 If the Vehicle is driven by anyone other than the Driver or the Additional Driver then, without derogating from any rights or remedies which the Lessor may have, the Renter shall remain liable for all his obligations in terms of this Rental Agreement.

9 DEPOSIT, RENTAL, RATES AND OTHER CHARGES

- 9.1 The Renter agrees to pay the Lessor the Deposit in order to secure the Rental of the Vehicle for the Rental Period.
- 9.2 The Renter agrees to pay the Lessor the Rates plus all other charges and fees payable by the Renter as contemplated in the Rental Form and the Official Rates Brochure for the duration of the Rental Period, including, if applicable, the Loss/Damage Administration Fee and any infringement processing fee for the processing of parking, speeding, toll or other notices of infringement incurred in respect of the Vehicle whilst it is at the risk of the Renter.
- 9.3 The Renter agrees to pay the Lessor a withholding fee in an amount of ZAR15 000 (the "**Withholding Fee**") unless otherwise stated. The Lessor will refund the Withholding fee to the Renter within 10 Business Days following the return date of the vehicle; provided that the Renter has not caused any Damage to the vehicle, incurred any Loss/Damage Administration Fee and any other infringement processing fees. In the event that the Renter has caused any Damage to the vehicle, incurred any Loss/Damage Administration Fee and/or

any other infringement processing fees the Renter agrees to be liable to the Lessor for an amount equal to the relevant Excess applicable in respect of such Damage, Loss/Damage Administration Fee and/or any other infringement processing fees and authorises the Lessor to deduct such amounts from the Withholding Fee.

- 9.4 The Rates, charges and other fees will be calculated for the whole of the period during which the Vehicle is at the risk of the Renter at the rates and on the basis set out in the Rental Form, including all taxes levied on any amount payable by the Renter.
- 9.5 The Renter shall also be liable for all fines, penalties and like expenses arising out of or concerning the use of the Vehicle whilst the Vehicle is at the risk of the Renter.
- 9.6 If the Driver is younger than 21 (twenty one) years of age, the Renter agrees to pay the surcharge levied for young drivers as set out in the Official Rates Brochure.

10 PAYMENT

- 10.1 Save for the Deposit and the Withholding Fee, which shall be payable on or before the Signature Date, all other amounts payable to the Lessor are due and payable on demand, but at latest on the expiry of the Rental Period (unless otherwise agreed in writing by the Lessor). All amounts payable by the Renter are to be paid in ZAR.
- 10.2 If the Lessor has agreed to accept payment from the Renter by the credit card or charge card specified in the Rental Form, the Renter's signature of this Rental Agreement will constitute irrevocable authority -
- 10.2.1 for the Lessor to obtain authorisation and/or payment; and
- 10.2.2 to debit the card with the total amount due to the Lessor including any damages and/or loss suffered by the Lessor for which the Renter is liable under this Rental Agreement.

11 RENTER'S RISK AND LIABILITY

- 11.1 The Renter assumes the risk in and to the Vehicle (fair wear and tear excepted) from the time that the Vehicle is delivered to the Renter in terms of 4 until such time as the Vehicle is returned to the Lessor in terms of 7. Except to the extent that the Lessor acted with gross negligence, fraudulent intent or in breach of its contractual obligations, the Renter shall be liable for any Damage and/or Total Loss sustained to the Vehicle while it is at the risk of the Renter, and such Damage and/or Total Loss shall be payable by the Renter immediately on demand by the Lessor or its duly authorised representative.
- 11.2 The Renter agrees that the Lessor may determine the party who shall repair any damage to the Vehicle and/or provide any parts or service in connection with such repair/s or provide any replacements of any lost or damaged item and that the Lessor may enter into an agreement with such party or parties.
- 11.3 Notwithstanding any other provision of this Rental Agreement, if the Vehicle is involved in any incident resulting in Damage, or if the Vehicle is stolen or lost, where the terms of the Rental Agreement have been breached by the Driver or the Additional Driver, the Renter will be liable for all damages, costs and expenses suffered or incurred by the Lessor.

12 WAIVER

- 12.1 It is specifically recorded that -
- 12.1.1 the Lessor does not act as agent in procuring the Waiver;
- 12.1.2 the Lessor gives no advice and makes no recommendations regarding the appropriateness or otherwise of the any Waiver;
- 12.1.3 the Waiver is not to be regarded as insurance for purposes of the Short Term Insurance Act 53 of 1998, nor as a financial product for purposes of the Financial Advisory and Intermediary Services Act 37 of 2002;

- 12.2 the Renter, Driver and Additional Driver must obtain their own professional advice regarding the Waivers.
- 12.3 The liability of the Renter in terms of this Rental Agreement shall be limited to the extent and manner provided in clauses 13 and 14 with regard to such Waiver.
- 12.4 By signing this Rental Agreement the Renter accepts the benefit of the Waiver and other accompanying arrangements, but subject to all the terms and conditions of that Waiver. The Renter acknowledges that the Lessor shall not under any circumstances have any liability to him under or for any of the benefits under that Waiver. Factual details of the Waivers are contained in the Insurance Brochure which will be made available to the Renter on request at the place at which he has taken delivery of the Vehicle.

13 REDUCTION OF LIABILITIES

- 13.1 The Waiver will have the effect of reducing the Renter's liability in respect of any Damage which occurs to the Vehicle for the duration of the Rental Period to the extent of the Excess reflected in the Rental Form and/or in the Official Rates Brochure in force at the time of Rental.
- 13.2 Notwithstanding any other provision of this Rental Agreement (including any Waiver), if the Vehicle is involved in any incident resulting in Damage, or if the Vehicle is stolen or lost, where the terms of the Rental Agreement have been breached by the Driver or the Additional Driver, the Renter will be liable for all damages, costs and expenses suffered or incurred by the Lessor.

14 LIMITATIONS IN RESPECT OF THE WAIVER

- 14.1 The Waiver does not cover –
- 14.1.1 any loss, damage, death, injury or liability caused to the Driver or Additional Driver or any other passengers in the Vehicle;
- 14.1.2 the cost of towing, transporting or storing the Vehicle if such costs exceed ZAR10 000;
- 14.1.3 the costs of roadside assistance if such costs exceed R10 000;
- 14.1.4 any third-party liability in excess of ZAR2 500 000;
- 14.1.5 Damage and/or Total Loss suffered –
- 14.1.5.1 where the Driver or Additional Driver was under the influence of alcohol or drugs;
- 14.1.5.2 where the Driver or Additional Driver has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test;
- 14.1.5.3 where the Driver or Additional Driver refuses to give either a blood sample or breathalyser test;
- 14.1.5.4 where the Driver or Additional Driver was not holding a valid South African drivers licence or, in the case of a foreign driving licence, without a valid international driving permit;
- 14.1.5.5 where the Vehicle is involved in an accident and the Driver or Additional Driver who drove the vehicle leaves the scene of the accident unlawfully;
- 14.1.5.6 if at any time the Vehicle is driven by an unauthorised driver;
- 14.1.5.7 as a result of the vehicle being unlocked and unattended for any period of time;
- 14.1.5.8 to locks and keys of the Vehicle if such Damage exceeds ZAR1 000;

- 14.1.5.9 where an accident takes place outside of the borders of South Africa unless prior written authority for the Vehicle to be taken outside of South Africa was obtained by the Renter from the Lessor;
- 14.1.5.10 as a result of the Driver or Additional Driver misfuelling the Vehicle (using the incorrect fuel when refuelling the Vehicle);
- 14.1.5.11 as a result of vandalism or theft of the Vehicle if the Vehicle is abandoned following an accident;
- 14.1.5.12 which is caused in the process of, by or results from mechanical, electrical or electronic breakdown, defect or failure;
- 14.1.5.13 where an extension of the Rental Agreement was not authorised by the Lessor and where the Rental Period has expired; and
- 14.1.5.14 as a result of the Vehicle being driven on a road which in the reasonable opinion of the Lessor was not suitable for the Vehicle.

15 CONSEQUENTIAL DAMAGES

The Renter acknowledges and agrees that (save to the extent that the Lessor acted with gross negligence, fraudulent intent or in breach of its obligations under this Rental Agreement), the Renter may be held liable by the Lessor for any loss suffered by the Lessor as a consequence of the Lessor being unable to rent the Vehicle due to Damages caused by the Renter or due to the Renter being in breach of the Rental Agreement. The loss for which the Renter may be held liable shall be calculated on the basis of the rates indicated on the Rental Form or in the Official Rates Brochure per day that the Vehicle was unavailable for hire subject to a maximum of 30 days.

16 TRAVEL AND MEDICAL INSURANCE

The Renter acknowledges and agrees that the Waiver does not cover any loss, damage, death, injury or liability caused to the Driver or the Additional Driver or any other passengers in the Vehicle. The Renter is advised to procure its own medical and travel insurance as required.

17 DRIVE LITE PAY LITE REWARD PROGRAMME

- 17.1 It is recorded that the Vehicle is fitted with a satellite tracking device which records the location of the vehicle and how the vehicle is being driven.
- 17.2 After the return of the Vehicle by the Renter to the Lessor an electronic driving report will be generated and provided to the Lessor.
- 17.3 The Lessor will assess the results of the driving report and, subject to the results of the driving report and, in the sole and absolute discretion of the Lessor, the Lessor shall refund the Renter up to a maximum of 10% of the Rates paid by the Renter to the Lessor.

18 BREACH

- 18.1 In the event of any party ("**defaulting party**") committing a material breach of any of the terms of this Rental Agreement and failing to remedy such breach within a reasonable period of time (having regard to the term of this Rental Agreement as contemplated in 3 above), after receipt of a written notice from the other party ("**aggrieved party**") calling upon the defaulting party so to remedy, then the aggrieved party shall be entitled, without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Rental Agreement or to cancel this Rental Agreement forthwith, in either case with or without claiming and recovering damages from the defaulting party.
- 18.2 The Renter will be liable to the Lessor for all legal costs incurred by the Lessor, as may be permissible in law, in recovering any amount that the Renter owes to the Lessor.
- 18.3 A certificate signed by a manager of the Lessor specifying the amount owing by the Renter and further stating that such amount is due, owing and payable by the Renter, shall be

sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against the Renter in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.

19 ADDRESSES FOR NOTICES

- 19.1 The Renter hereby chooses as the Renter's *domicilium citandi et executandi* ("**domicile address**") for all purposes the physical address as set out in the Rental Form. The Renter authorises the Lessor to deliver notices, statements or invoices by hand, e-mail, facsimile or post to the addresses provided in the Rental Form.
- 19.2 For purposes of this Rental Agreement all notices shall be in writing. Any notice given by either party to the other (the addressee) -
- 19.2.1 which is delivered by hand shall be presumed to have been received at the time of delivery;
- 19.2.2 if transmitted by telefax, one hour after the time of transmission;
- 19.2.3 if sent by e-mail, on the date received by the addressee's server; and
- 19.2.4 if sent by ordinary or pre-paid registered post, 7 days after the date of posting.
- 19.3 A notice actually received by a party shall be an adequate notice to it notwithstanding that it was not delivered to its domicile address.
- 19.4 The parties may at any time by written notice vary their respective domicile addresses to any address within the Republic of South Africa.

20 GOVERNING LAW AND JURISDICTION

- 20.1 This Rental Agreement is in all respects governed by the laws of South Africa.
- 20.2 In terms of section 45 of the Magistrates' Courts Act 32 of 1944, the Renter consents to the jurisdiction of any Magistrates' Court in the area which the Renter resides or works, notwithstanding the amount involved. This does not prevent the Lessor from bringing legal proceedings in a High Court that has jurisdiction.

21 GENERAL

- 21.1 If any term or condition of this Rental Agreement becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition in this Rental Agreement.
- 21.2 This Rental Agreement constitutes the sole record of the agreement among the Parties in relation to the subject matter hereof. Neither Party will be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This Rental Agreement accordingly supersedes and replaces all prior commitments, representations or undertakings, whether oral or written, among the Parties in respect of the subject matter hereof.
- 21.3 No addition to, variation, novation or agreed cancellation of, any provision of this Rental Agreement will be binding on the Parties unless reduced to writing and signed by or on behalf of all Parties.
- 21.4 No waiver, indulgence or extension of time which either Party ("**Grantor**") may grant to the other, nor any delay or failure by the Grantor to enforce, whether completely or partially, any of its rights, shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.

- 21.5 Save as expressly provided in this Rental Agreement, neither Party shall be entitled to cede, delegate, encumber, assign or otherwise transfer any of its rights and/or obligations in terms of, and/or interest in, this Rental Agreement to any third party without the prior written consent of the other Party.
- 21.6 No consent or approval in terms of or in connection with this Rental Agreement shall be valid or effective unless in writing and signed by or on behalf of the Party giving such consent or approval.
- 21.7 Without prejudice to any other provision of this Rental Agreement, any successor-in-title, including any business rescue practitioner, executor, liquidator or trustee, of either Party will be bound by this Rental Agreement.
- 21.8 The signature by either Party of a counterpart of this Rental Agreement will be as effective as if that Party had signed the same document as the other Party.

SIGNED AS RENTER(S):

**SIGNED ON BEHALF OF CAPTURING
AFRICAN JOURNEYS CC:**

Name:

Name:

Date:

Date:

ANNEXURE A – EQUIPMENT

The Lessor shall make the following equipment available for use by the Renter for the Rental Period –

General Items

- Mobile Internet Router – 2GB Data Included
- Dome Tent - 4 person
- Electric Camping Fridge – 50L (Dometic)
- 2 x Camping Chairs
- 1 x Air Couch
- Folding Table
- Air Mattress
- 2 x Pillows & 1 x bedsheet
- 2 x Sleeping Bags
- 20L Jerry Can (For Additional Fuel) & Fuel Funnel/Pipe
- 3 KG Gas Bottle with cooker top
- Tyre Compressor
- 1 x Mallet

Kitchen Items

- 2 x Black Carry Boxes
- Enamel Plates (2 x large & 2 x breakfast bowls)
- Enamel Cups (2 x wine goblets, 2 x drinking cups, 2 coffee cups)
- Cutlery (2 x knives, 2 x forks, 2 x small spoons, 2 x large spoons & 2 x steak knives)
- Cooking Utensils (2 x chopping boards, bread knife, large cutting knife, small cutting knife, tongs, bottle/can opener, peeler, spatula)
- Kettle
- Large Cooking Pot & Lid
- Frying Pan
- Cooking Grid
- Table Cloth
- Wash Basin
- Small cooler bag
- 2 x Drying towels, 3 x sponges, 1 x washing cloth, sunlight liquid
- 2 x Folding food storage containers

Electrics

- Extension Cord
- Electric/battery powered camping lights
- 1 x additional battery-operated torch
- Small airbed compressor

Safety Equipment

- Wheel spanner
- Jack (not a high lift jack)
- 2 x Warning triangles
- Tow rope
- 1 x Spare wheel
- First aid box
- Fire extinguisher
- 1 x Packet Cable Ties
- Tyre gauge

Bags & Straps

- 1 x roof top bag – for the tent, chairs & camping table)
- 1 x electronics bag
- 2 x tie down straps (for the roof top bag)
- 2 x bungee cords (for the storage boxes)
- Inner roof nett (for general storage of light items)
- 3 x Padlocks