

STANDARD CONDITIONS FOR RENTAL OF MOTOR VEHICLES

1 DESCRIPTION

In this agreement, the following words or expressions have the following meaning:

1.1 the "COMPANY", Dynamic Rental, incorporating Team Rental;

1.2

the "HIRER", the party described on the reverse of this document;

1.3 the "VEHICLE/S", the motor vehicle/s described in more detail in the delivery note together with all its accessories;

1.4 "EQUIPMENT", one jack and spanner, one wheel spanner, one set of triangles, one spare wheel, one lockable fuel tank cap with keys and any other items mentioned in the DELIVERY NOTE;

1.5 "DELIVERY NOTE", the delivery note of which the HIRER will receive a copy at delivery of every vehicle rented;

1.6 "AGREEMENT", the credit application, these conditions and the delivery note;

1.7 "RENTAL PERIOD", the period of rental of a vehicle as agreed and stated in the DELIVERY NOTE.

2 INTERPRETATION

2.1 The singular will include the plural and vice versa, the male will include the female and impartial and natural persons will include legal persons and vice versa.

2.2 The headings of the clauses of the AGREEMENT will only be for reference purposes and have no effect on such clauses.

3 RENTAL AND PAYMENT

3.1 The HIRER rents the VEHICLE from the COMPANY for the period stated in the DELIVERY NOTE.

3.2 In cases where the HIRER is a company, partnership, close corporation, voluntary partnership or club, the signatory of this AGREEMENT guarantees and undertakes that he has or received the necessary authorization (or whether such authorization has been given or not), the COMPANY will be authorized to hold such signatory jointly and separately responsible in his personal capacity, together with the HIRER, for payment of any amount due to the COMPANY in terms of this AGREEMENT.

3.3 The rental and other costs stipulated in the DELIVERY NOTE are payable on request or on the date on which the VEHICLE is returned to the COMPANY, whichever is first.

3.4 The HIRER will take possession of the VEHICLE at the time and place as stated in the DELIVERY NOTE, with the understanding that should the VEHICLE not be available at such place and/or time, the HIRER will have no claim, right or remedy against the COMPANY, except for the right, if delivery is delayed by more than 24 (twenty four) hours, to cancel the AGREEMENT and claim the monies paid by the HIRER to the COMPANY.

3.5 Nothing stated here, obligates the COMPANY to rent a VEHICLE to the HIRER.

4 *CONDITION OF THE VEHICLE*

4.1 The HIRER states that no pressure has been placed on him or no influence exerted on him by the COMPANY to enter this AGREEMENT or rent any VEHICLE. By accepting this AGREEMENT, the rental of any VEHICLE or the acceptance of the terms of such an AGREEMENT, the HIRER does not rely on any presentations by or on behalf of the COMPANY concerning the condition, quality, reliability, ability or suitability for any purposes, whether the VEHICLE is new, or otherwise the kilometers done by the vehicle, its date of manufacture or anything else regarding the VEHICLE. The COMPANY also does not guarantee this or any other matter. Any guarantee implicated by law or any act, is excluded from this AGREEMENT or the rental of any VEHICLE.

4.2 The HIRER agrees that at the time of his reception of the VEHICLE

4.2.1 The VEHICLE, spare parts, clutch, gearbox, starter and EQUIPMENT were in good working order and he accepts the VEHICLE in the condition it is delivered to him.

4.2.2 The radiator, oil sump and fuel tank will be filled to capacity.

4.2.3 The odometer of the VEHICLE functions accurately, except if the HIRER endorses the DELIVERY NOTE with a contradiction co-signed by the COMPANY.

5 VEHICLE USE AND HIRER OBLIGATIONS

5.1 The HIRER will not, without the written consent of the COMPANY

5.1.1 use the VEHICLE for races, towing, the instruction or testing of learner drivers, rallies, any competition whatsoever or the transport of goods or passengers for compensation. The HIRER will not transport goods or articles which can damage the upholstery or any other part of the VEHICLE. The HIRER will also not overload the VEHICLE above its loading capacity as stated on its tare plate.

5.1.2 Allow the VEHICLE to be driven by

5.1.2.1 any person not in possession of a valid non-endorsed driving license for the and a valid PDP for the VEHICLE and will provide copies on request to the COMPANY of any persons who will drive the VEHICLE.

5.1.2.2 any person not employed by the HIRER and not acting within the limits and guidelines of his employment, any person driving the VEHICLE will be seen as employed by the HIRER or acting as his agent.

5.1.2.3 any person under the influence of alcohol or drugs or seemingly so.

5.1.3 Allows the VEHICLE to be stored or left unsupervised for any period within an area where civil unrest occurs or in an area where an emergency state has been declared.

5.1.4 Allows the VEHICLE to be removed to or used outside the borders of the Republic of South Africa.

5.2 The HIRER will at all times, until the VEHICLE is returned to the COMPANY as described in this AGREEMENT or at earlier termination of any rental or for any reason whatever

5.2.1 take reasonable precautions at own costs to safeguard the VEHICLE against any loss or damages.

5.2.2 use the VEHICLE carefully and safely.

5.2.3 ensure that when the VEHICLE is left unsupervised, it is locked and all anti-theft equipment activated, when present.

5.2.4 allow the COMPANY, its employees or agents all reasonable rights and access to the vehicle, and when requested by the COMPANY, make known the whereabouts of the VEHICLE.

5.2.5 not misuse or neglect the VEHICLE or allows or causes it to be misused or neglected, use the VEHICLE or allows it

to be used in a way not designed or meant for or illegally, against any decree, ordinance, regulation or stipulation.

5.2.6 immediately informs the COMPANY if the VEHICLE has a breakdown, is involved in an accident, theft or damage to it, or if a summons is served to the HIRER, report it to the COMPANY and police.

5.2.7 take all necessary steps as requested by the COMPANY, its insurers or any authority which may sprout from any circumstance as stipulated in paragraph 5.2.6 above, lacking which the HIRER will be responsible for any damages caused the COMPANY.

5.2.8 issue no admission or statements regarding an accident to anyone except the COMPANY or its insurers.

5.2.9 on request by the COMPANY immediately return the VEHICLE for a lubrication service.

5.2.10 be responsible for payment of any fuel or oil usage, including the filling of the fuel tank at the VEHICLE's return to the COMPANY.

5.2.11 be responsible for payment of tyre damages such as punctures, side wall fractures, overloads, pot hole damages, overload blow outs etc as well as the call out charges irrespective of the driver, since the driver is in the HIRER service for the day, the COMPANY remains liable for normal wear and tear replacements.

6 RETURN OF THE VEHICLE

6.1 At the termination of this AGREEMENT by its timely closure or due to earlier recall or if the COMPANY is rightfully recalling the VEHICLE, the HIRER

6.1.1 will immediately terminate his use of the VEHICLE;

6.1.2 on his own cost and risk the VEHICLE immediately return to the COMPANY in the same good and working condition it was at commencement of the AGREEMENT, to the place indicated in the DELIVERY NOTE, also it must be in roadworthy condition, excluding reasonable wear and tear;

6.1.3 will be responsible to the COMPANY for costs of returning the VEHICLE in the same condition as stipulated in paragraph .These costs will be calculated by the COMPANY and the HIRER will have the burden of contesting its validity.

6.2 If the HIRER neglects to return the VEHICLE to the COMPANY at termination of this AGREEMENT or at earlier termination of any rental due to whatever reason or requested as if the AGREEMENT is still valid or alternatively, if the COMPANY prefers to rate its normal daily or monthly tariff per kilometer as stipulated in the COMPANY's official termination of the AGREEMENT or its earlier termination for whatever reason, all the clauses (more specifically clause 9) will be valid. However, this must not be seen as permission to withhold the vehicle when the AGREEMENT is broken.

7 OWNERSHIP AND RETENTION

7.1 Ownership of the VEHICLE will at all times rest with the COMPANY, notwithstanding anything stated or meant to the contrary in the AGREEMENT, neither the HIRER nor any person representing him, at any time during the period of the AGREEMENT or afterwards may have or use property rights to the VEHICLE or the benefits of the VEHICLE after termination of any rental period for any reason whatsoever.

7.2 The HIRER will not

7.2.1 rent out or loan the VEHICLE without the written consent of the COMPANY, obtained beforehand;

7.2.2 confer ownership of the VEHICLE to any person, except an employee of the COMPANY acting in his official capacity or within the jurisdiction of his conditions of service.

8 RENUNCIATION OF RIGHTS

8.1 The HIRER will not be authorized to cede his rights and/or responsibility stated herein, to sublet, delegate, transfer, or in any way to cede, without the written consent of the COMPANY, obtained beforehand.

8.2 The COMPANY hereby retains his right to cede all or any of its rights in this AGREEMENT and also the right to transfer property rights of the VEHICLE. The HIRER agrees to this and will when notified of any such cession or transfer, acknowledges the cessionary and transferee as the keeper of such rights and owner of the VEHICLE and will keep the vehicle safe on behalf of such a person or institution. In notifying the HIRER of such a mentioned transfer or cession, reference to the COMPANY in this AGREEMENT (including this paragraph 8) will be accepted as referring to the cessionary or transferee.

9 INDEMNITY AND ACCIDENT

9.1 The HIRER will be liable to the COMPANY for any damages or claims arising from the VEHICLE or the use thereof, of whichever nature and the HIRER indemnifies the COMPANY from any claim whatsoever which may arise from the use, or manner of use, of the VEHICLE by any person employed by the HIRER or authorized by him or not.

9.2 The VEHICLE is insured according to the Motor vehicle insurance Act, No. 56 of 1972, and by a comprehensive insurance policy (the POLICY) of which a copy may be obtained from the COMPANY's office on request. The HIRER undertakes and will ensure that the drivers of the VEHICLE accept all the terms and conditions of the POLICY and to be bound by it. **The HIRER undertakes to compensate the COMPANY, when requested, regarding every incident leading to damages to or of the VEHICLE if the COMPANY is insured against loss or damages in terms of the POLICY referred to in this paragraph. This compensation will cover the part of such damages or loss or costs incurred (whichever amount is less) as determined by an assessor appointed by the COMPANY or its insurers. The HIRER will be responsible to the COMPANY for the full replacement value of such a loss or damages to the VEHICLE as well as any loss or damages to any tracking equipment fitted to the VEHICLE as specified on the reverse. The HIRER will be responsible for the daily / monthly rental of the VEHICLE until the VEHICLE is repaired, or the accident claim is settled in full.**

9.2.1 the VEHICLE involved in any such incident driven or used contrary to the stipulations of this AGREEMENT or POLICY;

9.2.2 damages caused by

9.2.2.1 forced access to the VEHICLE

9.2.2.2 any other risk not covered by the comprehensive vehicle insurance policy; or

9.2.3 the HIRER neglected to inform the COMPANY within 24 hours of any damages or losses or summons served on the HIRER; or

9.2.4 the HIRER or his employee or any other person authorised by the HIRER, allowed the VEHICLE to enter an area subject to a state of emergency, as announced periodically by the government, in terms of any applicable legislation or an area subject to civil unrest or allowed the VEHICLE to be used or removed outside the border of the Republic of South Africa; or

9.2.5 the insurance policy is invalidated or the claim rejected due to any act or neglect or permission granted by the HIRER or his employees or agents.

9.3 At payment by the HIRER of the compensation as mentioned in the DELIVERY NOTE, the COMPANY will cede its right to claim any monies from the HIRER exceeding the amount on the reverse side of this, for any claim regarding damages to or loss of the VEHICLE, unless all the conditions of this HIRER are based on proving the opposite.

9.4 Where negligence by the HIRER plays a role in any incidence issuing from this AGREEMENT, such negligence will be accepted and the burden will rest on the HIRER to prove the opposite.

9.5 The HIRER acknowledges that when the services of a driver for the VEHICLE is supplied by the COMPANY, the HIRER will remain liable for the insurance excess and he accepted that during any rental period, or until the VEHICLE is returned to the COMPANY, and also during the period mentioned in clause 6.2, such a driver will be an employee of the HIRER and the COMPANY will not be liable for any damages caused the HIRER by any neglect or act by any such driver, whether willfully, negligent or otherwise while the driver is driving the VEHICLE during any RENTAL PERIOD, until the VEHICLE is returned to the COMPANY, whichever date may be the latest.

9.6 The HIRER indemnifies the COMPANY from any loss or damages to the HIRER or the COMPANY following any loss or damage to property stored inside the VEHICLE or transported in it, regardless of the cause of such a loss or damage and whether the cause of such loss or damage can be attributed to the COMPANY or not.

9.7 The HIRER indemnifies the COMPANY from any liability towards third parties, however incurred, including all authorities, regarding the VEHICLE or following its use, during the RENTAL PERIOD and for as long afterwards as the VEHICLE is not yet returned to the COMPANY. This indemnity will, without detracting of its generality, also include an indemnity against all fines imposed on the COMPANY in terms of any law, ordinance, by-law or any legislative regulation and all monies paid or to be paid by the COMPANY regarding or as a result of the plea against any real or alleged claim by the third party.

9.8 To the extent that the VEHICLE is damaged, or involved in an accident with another vehicle or stationary object, or not, and should the costs of repairs of such damages not be claimed from the insurers of the VEHICLE, because such damages fall outside the insurance cover or because the insurers withhold payment for any reason, the HIRER will be liable for the reparation costs, on request of the COMPANY.

9.9 The HIRER identifies the COMPANY from any liability towards goods in transit insurance (stock insurance), wither it is a mechanical break down on the fridge unit , theft or hi jack.

9.10 The HIRER accepts full responsibility for any damage to the VEHICILE'S windscreen irrespective of the driver. The cost to replace or repair the windscreen will be for the HIRER's account, it remains the COMPANY'S prerogative to decide if the windscreen needs to be replaced or if it can be repaired. Windscreens are not covered under our normal motor vehicle insurance policy.

9.11 The HIRER accepts full responsibility for any damage to the VEHICILE'S tyres other than normal wear and tear, irrespective of the driver or the incident.

10 COMPLETION OF THE AGREEMENT

The HIRER accepts that if any information, namely "days rented", "kilometres out", "damages", "sundry", "diesel", "fines" and "permits" required for the completion of the AGREEMENT or any invoice are not available at delivery date, he hereby authorizes the COMPANY to enter such information on a (a,b,c, etc) invoice or DELIVERY NOTE and accepts responsibility for amounts so entered.

11 ODOMETER

11.1 Should the odometer break down, stop working or is tampered with, the HIRER will

11.1.1 immediately return the VEHICLE to the COMPANY for repairs.

11.1.2 provide the COMPANY of full details of the use the VEHICLE was subject to and in such a way enable the COMPANY to reasonably estimate the distance covered by the VEHICLE since the breakdown of the odometer.

The COMPANY'S decision in this regard is final and binding on the HIRER.

11.2 Should the HIRER neglect to honour his obligations in terms of this paragraph, he will be responsible for payment of 25% of the full daily tariff and also 60 kilometers at the applicable kilometre tariff for the VEHICLE as stated in the official price list of the COMPANY for every hour of use of the VEHICLE starting with the commencement of the rental and the HIRER accepts that this method of estimating the amount due by him is just, if a tracking report is not available.

11.3 The readings of the odometer as taken by an official of the COMPANY at the business premises will, in case the COMPANY relies on that, be sufficient evidence of the distance covered by the VEHICLE.

11.4 If the HIRER tampers in any way with the odometer or its readings, the COMPANY will have the right to institute a levy, as noted in clause 11.2, on top of the kilometre levy.

12 UNAUTHORISED REPAIRS

If the HIRER effects any repairs to the VEHICLE without the written permission of the COMPANY, acquired beforehand, the costs thereof will be carried by the HIRER.

13 REPLACEMENT VEHICLE

The COMPANY will not be obligated to provide the HIRER with another vehicle to use in case the VEHICLE is damaged, stolen or broke down in another way and the HIRER will have no claim of whatsoever nature against the COMPANY for such a case when the VEHICLE is unusable or unavailable.

14 GENERAL

- 14.1** A certificate will be issued by any senior official of the COMPANY (who does not have to provide a signature or title) as sufficient proof of any amount due by the HIRER to the COMPANY in terms of this AGREEMENT.
- 14.2** Such a certificate will be valid for the purpose of acquiring a conviction, preliminary judgment or any other order against the HIRER.
- 14.3** The COMPANY will be authorised to use any amount paid by the HIRER, against any liability of the HIRER at its own judgment, whether such liability is payable at that time or not.
- 14.4** No alleviation by the COMPANY of any of its rights herein or any concessions to the HIRER, will in any way damage the rights of the COMPANY under this AGREEMENT, neither must it be seen as cession or refreshing of such rights, unless it has been done in writing and signed by the COMPANY, before such an alleviation or renunciation.
- 14.5** The COMPANY will not be obligated to allow an extension of the period agreed to as the RENTAL PERIOD. If the HIRER wants to extend the period of use of the VEHICLE, he must notify the COMPANY before the AGREEMENT has expired and if the COMPANY agrees, the extension will be subject to the same terms and conditions as stated in the AGREEMENT, and the HIRER will have to pay the additional rental fees in advance.
- 14.6** This, together with the credit application form, applicable DELIVERY NOTE and invoice, represent the AGREEMENT between the parties.
- 14.7** The HIRER guarantees that he has the necessary authorisation, road transport certificate or exemption of the Local Road transport Authority or any other concerned authority to legally use the VEHICLE for the purpose for which it is rented. The COMPANY will not be responsible towards the HIRER or any other concerned person/s for transgressions by the HIRER of any law or regulation in using the VEHICLE.

15 BREACH OF CONTRACT

If the HIRER violates any of the terms of this AGREEMENT, regardless if such a violation is essential or not, or commits an act of insolvency; or make any faulty or misleading statements or presentations, or if the COMPANY

is suspicious that the HIRER uses or misuses the VEHICLE to the detriment of the COMPANY's interests, the COMPANY will have the right, without prejudicing any other of his rights, to claim damages, immediately terminating this AGREEMENT without notice and the HIRER will be forced to return the VEHICLE to the COMPANY at his own cost and immediately settle all fees due at cancellation.

16 LEGAL FEES AND JURISDICTION

16.1 The HIRER will be responsible for all legal fees on attorney and client scale, proceeding from this AGREEMENT, or any cancellation thereof, or any specific rental of a VEHICLE, and also all collection commission payable to the attorneys of the COMPANY at a scale of 10% of any fees recovered by such attorneys regarding the obligations of the HIRER under this AGREEMENT, together with any other expenses and costs the COMPANY may reasonably incur for the tracking, recovering and transport of the VEHICLE or the tracking of the HIRER.

16.2 The HIRER agrees to the jurisdiction of the magistrate's court, which otherwise would have jurisdiction, regardless if the amount claimed or the value of the VEHICLE exceeds the jurisdiction of such a court. The COMPANY, at own discretion, will be justified to commence action in any other court with authorized jurisdiction and to claim the costs on the applicable scale of that court from the HIRER.

17 CONFISCATION

Should the Police or Traffic authority confiscate the VEHICLE for any reason (except attributed to the COMPANY), the HIRER undertakes to compensate the COMPANY for just and actual estimation of damages caused to the COMPANY, all levies, fees and costs provided for herein, calculated from date of commencement of contract to the date the VEHICLE is made available to the COMPANY. Should the VEHICLE still be under confiscation after 6 months from the date this AGREEMENT was signed, the VEHICLE will be considered a total loss and the HIRER will recompense (together with the above estimation) the COMPANY to replace the VEHICLE with a new one.

18 DOMICILIUM

The HIRER chooses the address as stated in his credit application form or on the front of this AGREEMENT as his *domicilium citandi et executandi*, for all purposes including the serving of any notice or legal process piece.