

AGREEMENT OF RENTAL OF VEHICLE

entered into between

ACKER TRADING CK2007/112858/23

(hereinafter referred to as "the lessor")

and

1. **Renters Name & Surname:** _____

Passport number or I.D. Number: _____

Drivers licence number: _____

Cell number: _____ Work number: _____

Email Address: _____

South African residential address: _____

Work address: _____

Foreign (home) residential address: _____

2. **Second Renters:** Name & Surname: _____

Second Renters Passport or I.D. Number: _____

Second Drivers licence number: _____

Cell number: _____ Work number: _____

Email Address: _____

South African residential address: _____

Work address: _____

Foreign (home) residential address: _____

3. Rental Period: From _____ to _____

Extended Period: From _____ to _____

Rental vehicle: CA _____

4. Renters Deposit: R3000.00 Deposit returned: _____

Monthly Rental Fee: _____ Daily Rental Fee: Stick shift R150.00 or Automatic R180.00.

Weekly Rental Fee: _____ Extra Driver Fee: R300.00 per driver.

(hereinafter referred to as "the lessee")

The lessor hereby leases to the lessee who whereby rents the vehicle described on page 2

The lessee _____ The lessee (extra driver) _____

Terms and conditions of rental contract

1. UNDERSTANDING OF CONTRACT

- 1.1. In this agreement unless otherwise indicated
- 1.1.1. "Claims admin. Fee": a fee charged in all cases where a vehicle is returned to Acker Trading CC damaged;
- 1.1.2. "Damages": includes the expenditure in towing, transporting and storing the vehicle, repairing any damage to the vehicle (including tire and rim damage), replacing parts or accessories, the cost of an expert to inspect the collision damage and report thereon;
- 1.1.3. "Extended period" means: any period spanning beyond the rental period on page 1 for which the vehicle is not returned to Acker Trading CC what ever reason;
- 1.1.4. "Renting location" means: the Acker Trading CC location from which the vehicle was hired;
- 1.1.5. "The contract" means: the lease contract (to which these terms and conditions have been annexed) issued by Acker Trading CC to the lessee and signed by the lessee in respect of the vehicle rented by Acker Trading CC to the lessee and will have the effect of a legal binding contract between the parties and should be read with these standard terms and conditions;
- 1.1.8. "The lessee" means: the person whose name is reflected on page 1;
- 1.1.9. "The rental period" means: the period from the time and date the lessee takes possession of the vehicle until its return to Acker Trading CC as indicated on page 1;
- 1.1.10. "The vehicle" means: the vehicle as described on page 2 (including all tyres, equipment, tools, accessories and documents in and on the vehicle when the lessee takes possession of the vehicle) and includes any replacement vehicle authorised by Acker Trading CC whether or not such a replacement was authorised by the lessee;
- 1.1.11. "Total loss" includes,
 - A). Damage such that the estimated cost of repairs, is in the opinion of Acker Trading CC uneconomical in relation to the vehicle and condition of the vehicle; or
 - B) damage that has been declared to be a total loss by Acker Trading CC or any expert nominated by it;
 - C) theft or total loss of the vehicle;
- 1.1.12. "Traffic fine admin." Means an amount levied to administer any traffic fine/s received by the Lessee while renting the vehicle;
- 1.1.13. "Zone limit" means: the limit of 100km (by road) from the renting location.
- 1.2. The singular shall include the plural, the masculine shall include the feminine, natural persons shall include legal and juristic persons and vice versa.

2. RENTAL

The lessee hires the vehicle from Acker Trading CC, subject to the standard terms and conditions applicable at the time of rental.

3. TERMINATION

Acker Trading CC may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the lessee, notwithstanding anything to the contrary in this agreement, where upon the lessee shall return the vehicle to Acker Trading CC forthwith. The obligations of the lessee and the rights of Acker Trading CC under this agreement shall continue in effect until the vehicle has been returned to Acker Trading CC and the lessee has complied with all his obligations.

4. DELIVERY AND RETURN

- 4.1. The vehicle shall be regarded to have been delivered in good order and repair and without any damage. Any damage not reflected on the rental vehicle inspection of the contract and initiated by both parties will be regarded as new damage. The said damage will be for the account of the lessee as per the rental terms and conditions.
- 4.2. The lessee shall at his cost return the vehicle to Acker Trading CC with a full fuel tank at the agreed return time/date specified on page 1.
- 4.3. The vehicle shall be returned to Acker Trading CC in the same condition as received, fair wear and tear excepted and at the location where the vehicle was collected.
- 4.4. Acker Trading CC, shall at its sole discretion, on the expiry of this contract be entitled to take possession of the vehicle at any location or from whom so ever may be in possession. (Any costs incurred by Acker Trading CC to retrieve the vehicle will be for the account of the lessee).
- 4.5. The vehicle shall be returned to Acker Trading CC no later than 10am on the last day of the rental agreement. Failure to do so will result in a late penalty fee of R500.00 as well as a daily charge.

5. RENTAL AND DEPOSIT

- 5.1. The rental paid by the lessee for the use of the vehicle shall be;
 - 5.1.1. **The rental calculated for the whole of the rental period at the rates and on the basis specified on page 1 and paid in advance.**
- 5.1.2. All charges for the services utilised by the lessee for the whole of the rental period as contemplated in the Contract including but not limited to the charges referred to on page 1 on completion of the agreement between the lessee and Acker Trading CC.
- 5.1.3. There will be no cash refunds on vehicles returned during the rental period. Should the lessee be dissatisfied with the rental vehicle, the rental vehicle may be exchanged should Acker Trading CC have another vehicle available and there is just cause. This is subject to 48 hours notice and a administration fee of R150.00.
- 5.2. **The lessee will pay a R3000.00 – R5000.00 deposit (depending on vehicle) in advance of taking possession of the vehicle, as indicated on page 1.**
- 5.3. The lessee's deposit shall only be returned by Acker Trading CC once the rental vehicle has been dropped off and undergone a full valet and vehicle inspection. This will be done within 24 hours (during a working week (Monday to Friday between the hours of 8am and 3pm)) unless there is damage to the vehicle and it is necessary to get quotes on repairing the damage. The deposit will only be returned once it has also been established that there is no damage to the vehicle, no outstanding traffic fines and or penalties due by the lessee. The lessee is to settle these fines/penalties in full before the deposit will be returned.
- 5.3.1. All traffic fines/penalties incurred by the lessee during the rental period are subject to a administration fee of R150.00.

6. USE OF THE VEHICLE

- 6.1. The lessee shall not exceed the maximum radius of 500km (by road) from the renting location with the vehicle.
- 6.1.1. Should the lessee exceed the 100km (by road) radius from the renting location with the vehicle, the lessee will be liable for all tow-in/recovery costs back to the renting location as well as all repair costs to the vehicle.
- 6.1.2. Free call out only refers to a mechanical breakdown. Should any other problem occur there will be a call out charge of R300.00 and a additional amount of R5.00 per kilometer travelled eg: keys locked in cars, flat battery due to lights being left on, flat tyre etc.
- 6.2. The lessee shall not use the vehicle for; business purposes, conveyance (people or goods), to propel or tow any vehicle, any motor sport and high risk activity or in any area where there may be a risk or incidents of civil unrest.
- 6.3. The lessee shall use the correct fuel and oils as indicated on page 2, check the oil, water and other fluids regularly and contact Acker Trading CC immediately if any damage is detected on any part of the vehicle.
- 6.4. The lessee shall make adequate provision for the safety and security of the vehicle, in particular, but without limiting the generality of the aforementioned, he shall keep the vehicle properly locked, secured and any anti-theft device supplied by Acker Trading CC properly secured, when the vehicle is not in use.
- 6.5. The lessee shall have unlimited mileage (in a 100 km radius from central Cape Town)
- 6.6. Acker Trading CC will provide recovery service providing the lessee has followed the terms and conditions agreed to with Acker Trading CC.
- 6.7. Acker Trading CC will provide a replacement car, if warranted and at all possible, providing the lessee has not been in breach of set terms and conditions.
- 6.8. The lessee makes sure that the keys of the vehicle are under the lessee's control at all times.
- 6.9. **The rental vehicle may under no circumstances be used outside the borders of South Africa.** Failure to comply will constitute a breach of agreement resulting in the Lessee's deposit being forfeited. No exceptions will be made.

7. THE DRIVER

- 7.1. During the rental period the vehicle may not be driven by any person/s other than the lessee.
- 7.2. The lessee warrants that the vehicle will not be driven by himself or any other person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation, or whilst under the influence of intoxicating liquor or narcotic and that he/she the driver of the vehicle will have a valid drivers license, will comply with all applicable laws, and will comply in all respects with the provisions of this agreement.
- 7.3. If the vehicle is driven by anyone other than the lessee, then, without derogating from any rights or remedies which Acker Trading CC may have;
- 7.3.1. The lessee shall remain liable for all his obligations in terms of this agreement and he shall be liable to Acker Trading CC as if he had been the driver.

8. LIABILITY FOR DAMAGE AND THEFT

- 8.1. The vehicle shall be the sole risk of the lessee throughout the rental period.
- 8.2. The lessee shall be liable for any loss or damage to the vehicle and any expenses incurred in recovering the Vehicle during the rental period whether or not the loss or damage is attributable to fault or negligence (Including but not limited to hail damage) providing that if none of the situations set out in 8.3. is applicable, the Lessee liability shall be limited as follows;
 - 8.2.1. **All vehicles are covered by comprehensive insurance**
 - 8.2.1.1. To the R4500.00 excess in case of theft or hijack; and R1500 additional excess for drivers under the age of 21 years or has held a drivers licence for less than 2 years (accumulative).
 - 8.2.1.2. To the R4500.00 excess in case of collision or third party claim; and R1500 additional for drivers under the age of 21 years or has held a drivers licence for less than 2 years (accumulative).
 - 8.3. The lessee shall not be limited as set out in 8.2.1. And 8.2.2. If;
 - 8.3.1. The loss or damage or the event giving rise thereto was caused by the fault or negligence of the lessee or driver of the vehicle;
 - 8.3.2. The loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or, animal, object or person (in or on the road surface) was involved unless the lessee can prove that the loss or damage was not caused by the fault or negligence of the driver of the vehicle.
 - 8.3.3. At the time of the occurrence of the loss or damage or in the event giving rise thereto;
 - 8.3.3.1. **The vehicle was driven on a road that was not tarred,**
 - 8.3.3.2. The vehicle was used for a purpose prohibited in terms of 6.1. Or was being driven contrary to any provision of 6.1.
 - 8.3.3.3. The vehicle was driven by a person not authorised to do so in terms of 7.1. And 7.2.
 - 8.3.3.4. In case of theft or damage to the vehicle to the vehicle the lessee was in breach of 6.3. And 6.4.
 - 8.3.3.5. After occurrence of loss for damage or the event giving rise thereto, the lessee breaches any of the provisions set out in 9.
 - 8.4. Accordingly, where 8.3. is applicable, the lessee shall pay Acker Trading CC the costs of the repairs of the vehicle or, if the vehicle or any part of it has been stolen or damaged beyond economical repair, the fair market value thereof before damage occurred.
 - 8.5. Notwithstanding anything in this agreement, Acker Trading CC shall not be obliged to make any claim which Acker Trading CC may otherwise have had against a third party for the recovery of any loss or Damage to or in connection with the vehicle.

9. BREACH OF AGREEMENT

- 9.1. Breach of this agreement occurs but is not limited to when;
 - 9.1.1. The vehicle is not returned by the lessee as specified in 4.2.
 - 9.1.2. The vehicle is driven by a person not listed as an extra driver as specified in 7.1. And on page 1, or
 - 9.1.3. The loss or damage or the event giving rise thereto occurred in a situation as specified in 8.3.1. or 8.3.2. or 8.3.3. or 7.2 or 6.1 or 6.2. or 6.3 or 6.4
 - 9.1.4. The vehicle is driven by any person without a valid drivers licence.
 - 9.1.5. The lessee breaches any material term or condition of this agreement.

10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

- 10.1. If during the rental period the vehicle is damaged or any part of it stolen, the lessee shall take every precaution to safeguard the interest of Acker Trading CC and do the following where appropriate.
 - 10.1.1. He shall notify Acker Trading CC within 3 hours of the incident;
 - 10.1.2. He shall obtain the name/s and address/es of everyone involved and if possible witnesses.
 - 10.1.3. He shall not admit any responsibility or liability nor release any party from any liability nor settle any claim against or by any third party nor accept any disclaimer of any liability.
 - 10.1.4. He shall notify the police within 24 hours of the occurrence in question.
 - 10.1.5. He shall complete and furnish to Acker Trading CC, Acker Trading CC's standard claim form within 24 hours of the occurrence.
 - 10.1.6. He shall make adequate provisions for the safety and security of the vehicle.
 - 10.1.7. He shall co-operate fully with Acker Trading CC and its insurer in all ways relating to the occurrence.
- 10.2. If the lessee is not the driver, then without derogating from the lessee's obligations in terms of 10.1, The lessee shall procure that the driver complies with the provisions of 10.1.
- 10.3. The lessee shall within 24 hours of receipt thereof furnish to Acker Trading CC any notice of claim; demand or Summons which the lessee or driver may receive in connection to the vehicle.

11. NON-LIABILITY

- 11.1. Neither Acker Trading CC nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the lessee of the vehicle, including and without limitation any defect or mechanical failure of the vehicle or the failure of Acker Trading CC to detect defects or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or derelict which may be suffered by the lessee and/or any third party and/or passenger/s.
- 11.2. Acker Trading CC, its members, employees, servants or agents are accordingly indemnified by the renter or his estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the renting of the vehicle contemplated in these terms and conditions.

12. GENERAL

- 12.1. This document contains the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, promises or the like not recorded herein and signed by or on behalf of the lessee and Acker Trading CC.
- 12.2. The lessee authorises Acker Trading CC to insert any particulars in the agreement, which are not known or unavailable at the time of signing or to rectify any bona fide errors in any fact, figure or calculation.
- 12.3. This agreement and all matters or disputes arising from it shall be governed in accordance with the laws of the Republic of South Africa.
- 12.4. The lessee is not entitled to cede any of the rights under this agreement or to sub-let or part with possession of the vehicle, its tools or equipment or any part of it.
- 12.5. If Acker Trading CC institutes any legal proceedings against the lessee to enforce any of its rights under this agreement, it shall be entitled to recover from the lessee all the legal costs incurred.
- 12.6. If the lessee enters this agreement on behalf of any principal, disclosed and/or undisclosed, he shall be personally liable jointly and severally with the principal.

I the lessee and undersigned have read the terms and conditions and the annexed contract thoroughly and I fully understand it.

Date _____ Place: Cape Town

Lessee _____ Additional Driver _____

Lessor _____ For Acker Trading CC the lessee

Basic Summary of Rental Conditions:

To rent a car from us we require the following: A valid passport and a valid international drivers license. A R3000 refundable deposit. Your first car rental payment upfront.

Deposit: No deposit shall be returned until the rental vehicle has been cleaned and inspected (usually takes two hours). There is **R100.00 charge for vehicles not returned clean. No vehicle will be inspected after 3pm.**

Additional Driver: There is a charge of R300.00 per person for any additional driver to be covered by insurance. **No refunds for early cancellations.** A Contract Cancellation fee of R450.00 will be charged. **Late Rental Payment:** a penalty of R150.00 will be charged. **Car swap:** a administration fee of R150.00 will be charged. **Return of the vehicle for inspection: The rental vehicle is to be returned to Acker Car Rentals premises before 10am** in the same clean condition as it was received in. Should the rental vehicle not be returned by 10h00 you will be charged a late penalty fee of R450.00 (No exceptions). The workshop is open from 08h30 to 15h00 and closed on Saturdays, Sundays and Public Holidays. **Fuel and Oils:** Lessee will be charged R50.00 filling fee if fuel/oil is not returned full. **Insurance excess:** R4500.00. The rental vehicle is not insured on roads that are untared, sand/gravel or off-road. **Please note** that there is no insurance on the rental vehicle if Acker Trading CC does not have a valid copy of your drivers license and passport and if the Lease Agreement has not been signed on each page by the Lessee. **Mechanical coverage** only applies within a radius of one hundred kilometers by road from Acker Car Rentals premises. The rental vehicle may not exceed five hundred kilometers by road from Acker Car Rentals premises. If the rental vehicle is to be used out of the one hundred kilometer radius it is at your own risk and all repair costs and damage to the rental vehicle is for the lessees expense. **Call out fees:** a R300.00 (minimum charge) and R5.00 per km will be charged for any non-mechanical breakdown (keys locked in car, flat battery, flat wheel etc). **Fine handling fee:** R150.00 per fine. If you receive more than three traffic/speeding fines your deposit will be returned after six weeks. **Stickers:** No stickers may be removed from the rental vehicle. There will be a R500.00 replacement charge and all damage incurred will be charged for. **Emergency number:** Call 078 1143 741. Please leave a detailed message. **What to do in the event of an accident, breakdown or emergency:** Call us immediately. Do not allow the vehicle to be towed. Acker Car Rentals will arrange for the vehicle to be towed. Fill in the accident report form. **Please note: You have rented a budget vehicle at a budget price.** Should you encounter any problems with your rental vehicle we will do our best to assist you as quickly as possible. Any mechanical problems can only be repaired when workshops are open. **We cannot assure you a immediate replacement vehicle.** Acker Trading CC accepts no responsibility for any damage to or loss of goods left inside the rental vehicle.

Our office hours are:

08h30 to 17h00 Monday to Friday.
09h00 to 12h00 on Saturdays for payments only.
We are closed on Sundays and Public Holidays.

I, the undersigned, being the Lessee, including for and on behalf of any passenger and or occupant and or any other entity from whatsoever source and nature or definition, being the Lessee of one motor vehicle, so more fully described in the Rental Agreement attached hereto, do hereby exonerate and declare blameless and hereby irrevocably indemnify and release Acker Trading CC, the Lessor, together with all the members of the Close Corporation, the Agents, representatives or any other entity connected directly or indirectly or in any other manner whatsoever connected, to this Close Corporation, so mentioned herein and together all persons and/or entities connected to this Close Corporation directly or indirectly, from any damages by whatsoever definition and or injury and or physical disability sustained by virtue of driving the aforementioned vehicle and or such damages sustained and or death and or physical disability from being a passenger and or otherwise and or driver of the stated vehicle. I further declare and hereby indemnify and release the Lessor and it's members, agents and or it's representatives from any traffic violations during the currency of this Rental Agreement. I hereby further release and forever discharge for myself, my heirs and my executors, administrators and assigns Acker Trading CC and all of this Close Corporation's members and or Agents and or representatives from any claim, demands, damages and or actions and or suits at Law of whatsoever kind and nature, for or because of any matter or thing done and or not done, committed or suffered to be done and or not done and arising from the use of the said motor vehicle by whomsoever. I understand that the hired vehicle may under no circumstances be used for business purposes. I understand that the hired vehicle may under no circumstances be used as a tow vehicle. I understand that the hired vehicle is a budget vehicle offered at a budget price. I understand that no stickers may be removed off the hired vehicle. Upon termination of the agreement, the lessor and lessee will conduct an additional inspection of the vehicle, which can take up to 2 hours. The lessor, at the expense of the lessee, will repair any damage to the vehicle that was not recorded during the initial inspection of the vehicle. It is specifically agreed that the lessee shall not make any repairs to the vehicle, whatsoever, without obtaining the prior permission of the lessor. I further declare I have not been induced to sign this discharge by any representative whatsoever made to me by Acker Trading CC and that I have further read and understood the entire contents hereof notwithstanding in which language this indemnity and release is reduced to in writing and I further shall not be entitled to cancel this indemnity and release during the currency of the Rental Agreement for any reason whatsoever. I understand that failure to comply with the above mentioned will constitute a breach of agreement resulting in my deposit being forfeited. No exceptions will be made.

Date _____ Place: Cape Town

The lessee _____ The lessee (extra driver) _____

Lessor _____ For Acker Trading CC the lessee

Please note this is a basic summary. Go to www.ackercarrentals.co.za to see the full Rental Agreement online. We hope you enjoy your travels ahead. Safe driving.
This rental agreement consists of four pages in total.