

# TERMS AND CONDITIONS

## 1. DEFINITIONS

In this agreement, except where the context indicates otherwise:

- 1.1. "THE RENTER" and "you" means jointly and severally, the signatory hereto and any person on whose behalf the signatory signs this agreement.
- 1.2. "DAMAGES" (in relation to the VEHICLE) includes, but is not limited to, our expenditure in towing, transporting & storing the VEHICLE, the difference between the pre- and post collision value of the vehicle in the case where it is uneconomical to repair the VEHICLE; repairing any damage caused to the VEHICLE from the time of delivery to you until the return thereof to us; replacing parts or accessories (excluding normal wear and tear) and paying an expert to inspect damage to the VEHICLE and report thereon.
- 1.3. "RENTAL PERIOD" means the period referred to on the face hereof and any extended period agreed to by us. The rental amount is calculated on a 24 (twenty four) hour daily rate from delivery to collection.
- 1.4. "VEHICLE" means the vehicle referred to on the face hereof and the keys of the said vehicle or any substitution in terms hereof.
- 1.5. "PERSON" includes any juristic and natural person, the singular includes the plural and one gender includes the other where applicable.

## 2. AUTHORISED DRIVERS AGE / ADDITIONAL DRIVER

- 2.1. By your signature hereto, you confirm that you have an unendorsed and valid driver's license and have had such for not less than two years and are above the age of 23. An additional driver is authorized only if you pay an additional driver charge and such additional driver has a valid and unendorsed driver's license and has had such for not less than 2 years and is above the age of 23.

## 3. RENTAL

- 3.1. We rent, and you hire, the VEHICLE for the RENTAL PERIOD at the agreed rate, plus additional charges. Where no additional charges are stated the rates on our Standard price list, or such other agreement as the parties may have entered into, shall apply. You will pay all taxes and charges for miscellaneous services which apply hereto and for the filling of the fuel tank before collection/return of the VEHICLE.
- 3.2. All amounts owing are due and payable on demand, but in any event, by no later than the date on which the RENTAL PERIOD expires. You shall not set-off or withhold payment of any amounts due by you in terms of this agreement for whatsoever reason or cause.

## 4. YOUR OBLIGATIONS

- 4.1. The VEHICLE shall be at your sole risk for the RENTAL PERIOD.
- 4.2. You shall not:
  - 4.2.1 Hire or lend the vehicle to anyone.
  - 4.2.2 Permit the VEHICLE to be in the possession or control of anyone other than yourself and/or the additional driver;
  - 4.2.3 Cause or permit the VEHICLE to be driven unlawfully, illegally, or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being damaged or lost, or to be overloaded;
  - 4.2.4 Cause or permit the VEHICLE to carry any passenger or goods for reward or for racing or for it to be used for any purpose other than your transportation and those within your party;
  - 4.2.5 Cause or permit the VEHICLE to be exposed to the risk of damage in or by any civil or public disturbance or unrest.
- 4.3. You shall take all precautions to protect the VEHICLE from theft and damage and shall lock and immobilize the VEHICLE and activate the VEHICLE'S alarm when the VEHICLE is not in use. In case of a collision, theft or loss of, or involving the VEHICLE, you shall immediately:
  - 4.3.1 report any damage to us and the police or nearest traffic department within 24 hours of such an incident (and in the case of theft of the VEHICLE within 6 hours of such theft);
  - 4.3.2 complete and ensure that the driver completes all documents required by us and our insurers; and
  - 4.3.3 provide all and any assistance we or our insurers may require to deal with any matters arising from the incident, whether directly or indirectly.
- 4.4. You agree that you are not allowed to permit any towing, repairs or servicing to be done to the VEHICLE unless authorized by us in writing beforehand.
- 4.5. If the VEHICLE is driven by anyone, other than you, or the additional driver, you shall remain liable to us for all your obligations in terms hereof and, in addition, you shall be liable to us for the full replacement value, or costs incurred by us as a result of theft or damage to the VEHICLE.
- 4.6. We have the right to terminate the rental at any stage for whatsoever reason, including but not limited to, the vehicle being illegally parked, being abandoned or appearing to be abandoned, being used to violate the law, abusive/negligent/drunk driving and the driver not adhering to the traffic and road laws of the country. We may also repossess the VEHICLE at any time if we discover that you have made a misrepresentation to us in connection with, or relating to, the conclusion of this agreement.
- 4.7. Keys which are lost or locked in the VEHICLE must be reported to us as soon as possible, and same will be retrieved at your cost.
- 4.8. You agree to inform us of your intention to extend the RENTAL PERIOD and any agreement to so extend the RENTAL PERIOD will be in our sole discretion.

## 5. FINES / TOLL FEES AND PENALTIES

- 5.1. Any fines incurred during the RENTAL PERIOD, will be redirected to the RENTER and a traffic fine administration fee will be levied. Any toll fee charges incurred by the RENTER during the RENTAL PERIOD will be charged to THE RENTER.

## 6. INSURANCE / DAMAGE WAIVER

- 6.1. **OPTION A - DAMAGE AND LOSS COVER - DECLINED**
  - 6.1.1 All and any charges incurred as a result of damage, accident, collision, theft and or loss of the VEHICLE, (towing, storage, assessments, recoveries) caused during the RENTAL PERIOD, is payable by you. In the event that the VEHICLE is stolen or damaged to the extent that it is deemed to be a write-off, the following will apply based on the Auto Dealers Guide:
    - 6.1.1.1 You will be liable to make payment of the suggested market value of the same make and model as the VEHICLE, as reflected in the Auto Dealers Guide as at the month that the VEHICLE was stolen or found to be uneconomical to repair. If the vehicle is in its first year of registration you will be liable for the retail price of a new vehicle of the same make and model, as at the month the VEHICLE was stolen or found to be uneconomical to repair.
  - 6.1.2 The amount recovered for the salvage (i.e. the wreck) will be set-off against the amount due by you if the VEHICLE is found to be uneconomical to repair.
  - 6.1.3 Where a financial decision was taken by us not to repair a VEHICLE that was damaged as a result of a collision you will be liable for the damage that was caused to the VEHICLE regardless of the fault and howsoever caused.
- 6.2. **OPTION B - DAMAGE AND LOSS COVER - ACCEPTED**
  - 6.2.1 If you accept the Standard/Super Damage/Theft Cover and you accept to pay limited liability (referred to as Standard or Super Waiver) and provided that you have complied with all the terms and conditions of this rental agreement you will be liable for any damages to or loss of the VEHICLE or the excess amount as reflected on the face hereof, whichever is lower, plus towing and storage charges, assessors fees and administration or claim handling fees.

- 6.2.2 If you have not complied with the terms and conditions of this rental agreement the chosen Standard/Super Damage/Theft Cover will not be applicable and clause 6.1.1 above shall apply.
- 6.2.3 Notwithstanding the chosen Standard/Super Damage/Theft Cover you shall be liable for the full repair costs of any damage to the vehicle or, if the vehicle is deemed to be a write-off, the replacement cost thereof, if:
  - 6.2.3.1 you were driving negligently, or
  - 6.2.3.2 the VEHICLE was being driven on a road not suitable for the VEHICLE, or
  - 6.2.3.3 there was no other vehicle, animal or person involved, or
  - 6.2.3.4 you are unable to provide sufficient and accurate details regarding the cause of the damages.
- 6.3. If the case of theft of the VEHICLE you shall be liable for the full value of the vehicle if the keys of the VEHICLE are not returned to us.
- 6.4. Third Party claims: the Renter will be responsible for all and any third party claims, irrespective of who was at fault, in respect of damage or loss to any other vehicle or property.
- 6.5. Notwithstanding anything in this agreement, we shall not be obliged to make, institute or proceed with any claim which we may otherwise have had against a third party for the recovery of any damages or financial loss in connection with the vehicle and we shall be entitled to abandon such claim or to settle such claim on any terms in our sole discretion.
- 6.6. The renter is responsible for double the limited liability amount applicable, where the vehicle is deemed to be a write-off.
- 6.7. **EXCLUSIONS TO INSURANCE OPTION B – DAMAGE AND LOSS WAIVERS ACCEPTED**
  - 6.7.1 **UNDERCARRIAGE / GLASSWARE**  
Notwithstanding the above clauses where damage is caused to the undercarriage and any glassware of the VEHICLE, you will be liable for all repairs, costs, replacements regardless of fault and howsoever caused.
  - 6.7.2 **TYRES AND RIMS**  
Any tyre/rim damage is for your account.
  - 6.7.3 **INTERIOR OF VEHICLE**  
You will be liable for all damage caused to the interior of the vehicle regardless of fault and howsoever caused. In addition, if the VEHICLE is not returned in the same condition as it was received, you will be liable for any costs incurred to return the vehicle to its original state.
  - 6.7.4 **ROOF RACKS & TOW BARS**  
You will be liable for the repair costs of all damage caused to the VEHICLE by the fitting of roof racks on the roof of the VEHICLE as well as any repair/replacement costs of goods damaged while being transported on such roof racks. The fitting of tow bars to the VEHICLE is prohibited. Should the VEHICLE be fitted with a tow bar at the time that same is delivered to you, Kenings will not be liable for any damage caused to the item or goods being towed, howsoever caused.
7. **OPTIONAL ACCESSORIES**
  - 7.1. These are available on request at the time of reservation or rental and any fees or applicable limited liability amount will be charged to the renter at the time of rental.
  - 7.2. In the interest of safety Kenings representative will not fit any accessories for the RENTER. The RENTER is responsible for the fitting of any accessory rented.
8. **EXEMPTIONS**
  - 8.1. **We shall not be liable for any damages or loss that you may sustain, be it direct or indirect, arising out of any defect in, or mechanical failure of, or the safety of, the VEHICLE, or from the driving or use thereof by you, or caused by any negligent acts of our employees, agents or servants, nor for any direct or indirect loss or consequential damages, loss of profits or otherwise arising out of any of the foregoing or for any breach by us of the agreement. No warranties are given by us as to the condition, state of repair, performance capabilities, and year of manufacture, odometer reading or anything else concerning the VEHICLE.**
9. **GENERAL**
  - 9.1. This is the entire agreement and no variation or cancellation will be valid unless in writing and signed by the RENTER and Kenings.
  - 9.2. We may claim and recover from you, on demand, all costs and expenses incurred by us in consequence, directly or indirectly, of any breach by you of this agreement, including attorney-and-own-client costs, collection commission and any costs of tracing you or the VEHICLE.
  - 9.3. A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity hereof.
  - 9.4. This agreement shall be governed by the laws of the Republic of South Africa.
  - 9.5. By your signature hereto, you accept all the charges charged by us in terms of this rental agreement, including any charges relating to loss and damage to the VEHICLE.
  - 9.6. By your signature hereto, you hereby authorize us to conduct ITC checks on you, if necessary.
  - 9.7. By your signature hereto, and in terms of section 45 of the Magistrates Court Act 32 of 1944, you consent to the jurisdiction of the Magistrates Court for any district having jurisdiction over you, despite that any such claim of ours may be in excess of such jurisdiction of the Magistrates Court. This consent shall not however; prejudice Kenings in respect of their right to proceed in any court of competent will prevail in the event.
  - 9.8. You accept as your domicilium citandi et executandi (i.e. the address where all notices or legal process shall be served) the address stated on the face of this rental agreement or on the application for credit facilities. Any notice posted to the RENTER by registered mail shall be deemed to be received 7 (seven) days after posting, unless the RENTER proves the contrary.



PLEASE SIGN

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