



1999/027903/07

CAPE TOWN
 341 Koeberg Road
 Brooklyn
 Cape Town
 7441

JOHANNESBURG
 38 Anson Road
 Rhodesfield
 Kempton Park
 1620

National Number: 0861 kenings
Fax: 086 608 4600/086 696 4539

APPLICATION FOR CREDIT FACILITY

1. Type of business
 Sole Owner Partnership Pty Ltd Close Corp Other

2. Registered Company Name:("THE DEBTOR")

3. Trading as:

4. Physical Address:

5. Registration No. : Date Business Started:

6. Postal Address:

7. Telephone No : Fax: Type of Business: Vat No.:

8. Auditors/Accounting officer/Bookkeeper's Name + Tel No:

E-mail address:

FULL NAMES OF OWNER/PARTNERS/ DIRECTORS/MEMBERS	IDENTITY NUMBER/ DATE OF BIRTH	RESIDENTIAL ADDRESS	TELEPHONE NUMBER

Has the Company/CC/Partnership issued/signed any Guarantee in favour of the other Creditors - YES/NO

Have the Directors/Partners/Members issued/signed any Guarantee in favour of the other Creditors - YES/NO

If YES, please specify

Are your latest Financial Statements available for inspection - YES/NO

Name of person in actual control of business: Accounts Dept. Contract Mr/Ms:

Bankers: Branch: Bank Account No:

Estimated Credit required: (30 Days)

Please attach proof of Banking Details

TRADE REFERENCES	TELEPHONE NO	TERMS	ACC. VALUE
1. Name			
2. Name			
3. Name			

DEED OF SURETYSHIP

I/We, the undersigned
Print Name and insert Identity Number

do hereby bind Myself/Ourselves jointly and severally unto and in favour of Kenings Car Van and Truck Hire (hereinafter referred to as "the Creditor/s") as

Surety/Sureties and co-principal debtor/s in solidum with

(hereinafter referred to as "the Principal Debtor") for the due and punctual payment by the Principal Debtor to the Creditors of any amount which now is or which may hereafter become owing by the Principal Debtor to the Creditors from any cause of indebtedness howsoever arising and for the fulfilment of all the Principal Debtors obligation to the Creditor.

For the purpose of any action against Me/Us a certificate by a director or manager of the Creditors (whose appointment qualification and/or authority need not be proved) as to the amount owing by the Principal Debtor to the Creditors and of the fact that the due date for payment of the same has arrived, shall be sufficient and satisfactory proof of the fact therein stated.

I/We hereby consent in terms of section 45 of the Magistrate's Court Act 1944, to the Creditor taking any legal proceedings for the recovery of monies claimable or otherwise in the Magistrate's Court for any district having jurisdiction in respect of My/Our person by virtue of Section 28 of the aforesaid Act. Notwithstanding the foregoing the Creditor shall be entitled in its discretion to take any such legal proceeding in any other Court of competent jurisdiction and in either event the Creditor shall be entitled to claim costs as between attorney and own client.

I/We select as Domicilium Citandi et Executandi

at which address all monies and communications may be addressed to Me/Us and I/We agree that all notices addressed to Me/Us at the said address and dispatched by prepaid registered post shall be deemed to have reached Me/Us on the second day after the day of posting.

The liability of one of us mentioned above is not dependent upon the signature of the other of us. I/We shall not prove a claim against the estate of the Principal Debtor in competition with the Creditors. No extension of time, indulgence or waiver afforded by the Creditors to the Principal Debtor, nor any other arrangement between them shall prejudice or effect the creditors rights against Me/Us.

Signed at this day of 20

Witnesses:

1
.....
Print Name and Telephone Number

2
.....
Print Name and Telephone Number

.....
Signature

DETAILS OF PROPERTY OWNED BY COMPANY/CC/PARTNERS/PROPRIETOR AND DIRECTORS					
ADDRESS	STAND NO. AND TOWNSHIP	ESTIMATED VALUATION	BOND HOLDER	AMOUNT OF BOND	IN WHOSE NAME IS THE PROPERTY REGISTERED
		R		R	
		R		R	
		R		R	
		R		R	

I/We, the undersigned do hereby warrant that all the information recorded in this application is true and correct.

I/We will abide by your normal terms of credit which are **30 days** from date of statement. I/We do hereby accept the Conditions of Sale and General Conditions of Contract for work to be carried out as set out in this document. I/We further agree that these conditions will be applicable to all contacts for the purchase of goods from the supplier or repair of goods by the supplier. I/We sign on my/our own free will and with full knowledge and understanding of the contents hereof, and I am/we are duly authorised in doing so.

- (a) I/We hereby select and nominate the address stated in Section A Clause 4 above as My/Our Domicilium Citandi et Executandi for service upon Me/Us of all notices and processes in connection with any claim arising out of granting of credit facilities to Me/Us.
- (b) Should I/we at any stage change the form of legal entity or name of ownership under which the account and credit facilities are being used, or My/Our address (as in Section A Clause 1 and in the applicable sections following thereafter) I/we undertake to notify you accordingly in writing by registered post within 7days as from the date when the change takes effect. I/we furthermore indemnify yourself against any loss or damage which may result from such change or from failure on My/Our part to notify yourself of such change.
- (c) I/we further agree and consent that should you hereafter be entitled to institute any legal proceedings against Me/Us for the recovery of any amounts due to you, we shall be liable for and pay any legal costs and expenses so incurred by you on the basis as between attorney-and-own-client.
- (d) The Applicant hereby acknowledges and agrees that:
 - (1) The company may carry out credit check with one or more licensed credit agencies which will retain a record of that search;
 - (2) In the event of this account going into default, relevant details will be recorded with a Credit Agency. Such recorded information may be used by other lenders in assessing any applications for credit by the applicant and members of the Applicant's household and for occasional debt tracing and fraud prevention purposes.
 - (3) The existence of this account may be recorded with a Credit Agency.
 - (4) Details of how the account is conducted by the applicant will be recorded with a credit agency and may be shared with other lenders for the purposes of assessing further applications for credit by the Applicant and members of the applicant's household, and for occasional debt tracing and fraud prevention purposes.
 - (5) The company may search the files of a Credit Agency, which will keep a record of that search.
 - (6) This information may be used by the Company in assessing future credit applications by the applicant and members of his household and for occasional debt tracing and fraud prevention.

This application is based on your compliance and acceptance of our terms of 30 days/cash/cheque

If the applicant is a company, the directors are required to sign as sureties for amounts which may at any time be owing by the company to Kenings Car Van and Truck hire (Pty) Ltd

Signed at this day of 20

Signature/s of Applicant or its' duly authorised Representative

.....

TERMS AND CONDITIONS

This agreement is between THE CUSTOMER (referred to as "you") and Kenings Car Van and Truck Hire (Pty) Ltd (referred to as "we/us")

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 and 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.
- 1.6. "TOTAL LOSS" (in relation to a vehicle means) – Damages where the estimated cost of repairs is such that the vehicle is in the sole and absolute discretion of the Company uneconomical to repair in relation to the value and condition of the vehicle for the time being; or when the vehicle is stolen and / or lost; The amount of the total loss will be the retail value as reflected in the Auto Dealers Guide publication or if not reflected therein, the recommended retail price of a new vehicle, as supplied by the manufacturer, as at the date of loss less any salvage.

2. AUTHORISED DRIVERS/ AGE / ADDITIONAL DRIVER

- 2.1. By your signature hereto, you confirm that you have an unendorsed and valid driver's license, if not in English, then an international driving license is required and have had such for not less than two years and are above the age of 21. 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 21.

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.
- 3.3. If the odometer has been tampered with, then the kilometres travelled will be deemed to be 500 kilometres per day. Odometer readings will be taken from Depot to Depot.
- 3.4. Each vehicle is refuelled on termination irrespective of whether the Renter has filled the fuel tank or not and the Renter may be liable for the additional charge.

4. YOUR OBLIGATIONS

- 4.1. The VEHICLE shall be at your sole risk for the RENTAL PERIOD. The Company hires to the Hirer, who hires the vehicle subject to the terms and conditions as set out herein. The hirer will be bound by these terms and conditions, whether he was driving or not.
- 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.
- 4.4. Make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under and circumstances.
- 4.5. In case of a collision, theft or loss of, or involving the VEHICLE, you shall immediately:
 - 4.5.1. 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 3 hours of such theft);
 - 4.5.2. complete and ensure that the driver completes all documents required by us and our insurers; and
 - 4.5.3. provide all and any assistance we or our insurers may require to deal with any matters arising from the incident, whether directly or indirectly.
- 4.6. 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. In the event of the company having to effect repairs as a result of any action taken by the Hirer, such repairs will be for the account of the Hirer.
- 4.7. 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.
- 4.8. 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/drunken 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.
- 4.9. 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.
- 4.10. 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.
- 4.11. In the event of the Hirer travelling in excess of fifteen thousand kilometres on petrol engine for ten thousand kilometres on diesel engine vehicles during the hire period, the Hirer shall ensure that the vehicle receives the required lubrication maintenance. The Hirer shall at his own expense maintain radiator and oil reservoir with sufficient quantities of water and oil respectively.

5. FINES / TOLL FEES AND PENALTIES

- 5.1. The client shall be liable for all fines incurred during the RENTAL PERIOD, where possible fines 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 or mechanical damage) 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 retail 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 under influence of alcohol or drugs
 - 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.
 - 6.2.3.5. In the event of loss or damage which has occurred in a situation where no other vehicle, animal or object or person (in or on the road surface) was involved (i.e. no physical contact was made with any of the above mentioned), the Hirer will be liable for double the accepted liability – i.e. the accepted liability charge specified on the Rental Agreement will be double.
 - 6.2.3.6. If any time the vehicle is driven by an unauthorized driver
- 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: Where the Renter is at fault and has taken Standard and Super waivers. The renter will be liable for the first excess payable is applicable, where after the balance will be settled by insurance.
 - 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. *original factory parts to be fitted for warranty purposes
 - 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 the vehicle is delivered to you, Kenings will not be liable for any damage caused to the item or goods being towed, howsoever caused.
 - 6.7.5. **MECHANICAL**
Any damage caused by bad driving during and/or detected after termination of the rental will be for the renters account.

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. INDEMNITY OF THE COMPANY BY THE HIRER AND / OR DRIVER

- 8.1. The Company 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. GOODS IN TRANSIT.

- 9.1. We will not be liable of any damage, accident, collision, theft and or loss of goods when transporting goods for clients.

10. CROSS BORDER

- 10.1. Cross Border travel must be requested at time of booking with at least 3 days' notice, additional fees may apply.

11. GENERAL

- 11.1. This is the entire agreement and no variation or cancellation will be valid unless in writing and signed by the RENTER and Kenings.
- 11.2. 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.
- 11.3. 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.
- 11.4. This agreement shall be governed by the laws of the Republic of South Africa.
- 11.5. 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.
- 11.6. By your signature hereto, you hereby authorize us to conduct ITC checks on you, if necessary.
- 11.7. 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.
- 11.8. 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
