

RENTAL AGREEMENT TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this agreement unless the context indicates otherwise:
- 1.1.1 **"Claims Administration Fee"** means: An administration fee, reflected on the rental agreement, charged in all instances where a claim needs to be processed in regards of any damage whatsoever, loss of or theft of the vehicle;
- 1.1.2 **"Damages"** (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect the vehicle and report thereon or any other charges incurred related to an incident of whatsoever nature and includes a total loss when applicable;
- 1.1.3 **"Day"** means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the rental agreement;
- 1.1.4 **"Delivery date"** means the first day of the rental period regardless the time of delivery.
- 1.1.5 **"Driver / Additional Driver"** means any such person who is reflected on the rental agreement as being duly authorised by the Lessor to drive the vehicle;
- 1.1.6 **"Extended period"** means any extension of the rental period beyond the agreed return date reflected on the agreement and authorised by the Lessor;
- 1.1.7 **"The Lessor"** means African Bush & Wildlife Adventures CC t/a Safari 4x4 Hire with Registration Number: 2009/016129/23;
- 1.1.8 **"The Lessee"** means the person, natural or juristic, jointly and severally, whose name appears on the rental agreement as Lessee;
- 1.1.9 **"Rental Agreement"** means this terms and conditions issued by the Lessor to the Lessee and signed by the Lessee and which will have the effect of a legal binding agreement between the parties;
- 1.1.10 **"The rental period"** shall commence and end at the days (delivery date and return date) stipulated as such on the rental agreement.
- 1.1.11 **"The return date"** means the date upon which the Lessee will return the vehicle to the Lessor. The return date will be extended until the vehicle is returned to the Lessor for whatever reason and will include:
- 1.1.11.1 In the event of collision damage the date until which repairs are completed;
- 1.1.11.2 In the event of theft until which the lessor is paid all monies due in terms of this rental agreement;
- 1.1.11.3 In the event of total loss the date until which the vehicle is declared as such.
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- 1.1.12 **"The renting location"** means the Lessor's location from which the vehicle is rented by the Lessee alternatively any location agreed upon by the Lessor;
- 1.1.13 **"The vehicle"** means the vehicle described in the rental agreement including all keys, tyres, tools, equipment, accessories and documents in and on the vehicle when the Lessee takes delivery of the vehicle at the renting location and includes any replacement for the vehicle which has been officially authorised by the Lessor, whether or not such replacement was authorised or approved by the Lessee;
- 1.1.14 **"Traffic Fine Administration Fee"** means an amount levied by the Lessor as determined by it from time to time to administer any traffic fine(s) incurred by the Lessee whilst renting the vehicle;
- 1.1.15 **"Total loss"** (in relation to a vehicle) means -
- (a) In the event of damages - where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Lessor's Insurance Company uneconomical to repair in relation to the value of the vehicle and condition of the vehicle for the time being; or
- (b) In the event where the vehicle is stolen and/or lost- The amount of the total loss will be the retail value or the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage.
- 1.2 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and *vice versa*.
- ## 2. RENTAL OF THE VEHICLE
- The Lessor rents to the Lessee who hires the vehicle subject to the term and conditions of the rental agreement set out herein. The Lessee will be bound by the rental agreement whether he/she was driving or not.
- ## 3. DELIVERY OF THE VEHICLE BY THE LESSOR TO THE LESSEE & RETURN OF THE VEHICLE BY THE LESSEE TO THE LESSOR
- 3.1 Delivery of the vehicle takes place at the time the Lessee or Driver takes possession of the keys and/or the vehicle at the renting location.
- 3.2 The rental amount, security deposit, taxes, levies or any other charges, as stipulated in this rental agreement, are payable before delivery of the vehicle to the Lessee unless otherwise authorised by the Lessor in writing. The lessor reserves the right not to hand over or deliver the vehicle unless such payment has been made and/or if any term of this agreement is not met by the Lessee.

RENTAL AGREEMENT TERMS AND CONDITIONS

- 3.3 The Lessee must provide the Lessor with a copy of the Lessee's, Driver's and/or Additional Driver's Identity Document / Passport, International Driver's License and an imprint of the Lessee's Credit Card, before delivery of the vehicle to the Lessee.
- 3.4 A delivery/collection fee may apply depending where and when the vehicle must be delivered at and/or collected.
- 3.5 The vehicle shall be inspected by the Lessor and Lessee before delivery and deemed to have been delivered in good working order and without any damage, unless such damage is recorded in writing and signed by both parties on the vehicle condition report. Any damage to the vehicle not recorded within 3 hours after delivery will be for the account of the Lessee. This responsibility rests solely upon the lessee. The vehicle will upon delivery be fuelled and filled with water and oil.
- 3.6 The Lessee shall return the vehicle, at the Lessee's expense, to the Lessor on the agreed return date and at the agreed renting location reflected on the rental agreement.
- 3.7 The Lessee acknowledge that failure to return the vehicle in terms of this agreement shall constitute unlawful possession by him/her, and the Lessor may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the vehicle will be for the account of the Lessee.
- 3.8 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 3.9 The sole risk of loss or damage to the vehicle will vest in the Lessee from delivery of the vehicle and will remain vested in the Lessee until such time as the Lessor has recorded the return of the vehicle.
- 3.10 The Lessor has **14 (FOURTEEN)** business days, excluding the return date, to evaluate and/or inspect the vehicle for any damages and/or losses for which the Lessee is and/or may be liable.

4. USE OF VEHICLE

- 4.1 The vehicle may only be utilised for the rental period.
- 4.2 The vehicle may only be driven on sealed, bitumen/tar, recognised gravel roads and recognised 4x4 tracks. The Lessor reserves the right, at its sole discretion, to restrict the vehicle to be driven in certain areas due to adverse roads or weather conditions. The Lessee shall not use the vehicle in a manner or in a place that will directly or indirectly allow the vehicle to be placed in any risk whatsoever other than its intended use and design. The Lessee acknowledges that he/she is aware of the purpose for which the vehicle was designed, as well as all safety and maintenance procedures.
- 4.3 The vehicle may only be driven by the driver and/or additional driver provided that such driver and/or additional driver disposed of an international driver's licence for a period of more than 5 (FIVE) years and such driver and/or additional driver can provide the Lessor with a valid unendorsed international driver's licence. The minimum age for any driver and/or additional driver is 21 (TWENTY ONE). Special permission must be obtained from the Lessor for younger drivers to be authorised by the insurers.
- 4.4 The driver or additional driver may not drive the vehicle whilst his/her blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or a narcotic drug or similar substance and every driver of the vehicle will comply with all applicable laws and will comply in all respects with the provisions of this agreement.
- 4.5 If the vehicle is driven by anyone other than the driver and/or additional driver, then and without derogating from any rights or remedies which the Lessor may have, the Lessee shall remain liable for all his obligations in terms of this agreement and in particular he/she shall be liable to the Lessor as if he had been driving the vehicle.
- 4.6 The Lessee shall not sublet or lend the vehicle to any other person and/or entity.
- 4.7 During the rental period, the vehicle may not be used:-
4.7.1 for the conveyance of passengers and/or goods for reward;
4.7.2 to transport goods in violation of any customs laws or in any other illegal manner;
4.7.3 in any motor sport or similar high risk activity;
4.7.4 for dune and beach driving or for boat launching;
4.7.5 beyond the borders of South Africa, unless authorised by the Lessor in writing; or
4.7.6 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, unless authorised by the Lessor in writing.
- 4.8 The Lessee shall make adequate provision for the safety and security of the vehicle and in particular, but without limiting the generality of the foregoing, he/she shall keep the vehicle properly locked and secured and immobilised and the burglar alarm (if any) activated and any anti-theft device in the vehicle properly secured and in place when the vehicle is not in use.
- 4.9 The Lessee will make sure that the keys of the vehicle are under the Lessee's, drivers and/or additional driver's control at all times.
- 4.10 The Lessee shall care for the vehicle prudently and shall ensure that there is sufficient engine coolant, oil, fuel, tyre pressure and that the wheels are properly aligned. The Lessee is responsible for the general maintenance and care of the vehicle during the rental period and will regularly inspect *inter alia* the wheel conditions, battery, wheel nuts and bolts, axles, lights, wind screen, roof rack, roof tent and bolts, gas bottle and brackets and all camping equipment supplied including the fridge and/or freezer and 7 pin female plug in the event of towing a trailer.
- 4.11 The Lessor will at all times remain the owner of the vehicle.

RENTAL AGREEMENT TERMS AND CONDITIONS

- 4.12 The Lessee is liable for payment of the lease for the full rental period notwithstanding the vehicle being rendered unusable as a result of *inter alia* the Lessee's (or driver and/or Additional driver's) negligence and/or mechanical breakdown whilst the vehicle is in the Lessee's possession. In such event the Lessor, in its sole discretion, can refund the Lessee and/or provide the Lessee with an additional vehicle but only if the vehicle was being rendered unusable as a result of fair wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and/or mechanical failure and cause thereof.
- 4.13 Depending on the distances to be driven, the Lessee may be required to have the vehicle serviced on-route at an Authorised Service Centre/Dealer if the vehicle is due for its routine service. In the event of the Lessee neglecting to do so the Lessee may be responsible for a Penalty Charge. Therefor the Lessee must provide the Lessor with an estimated and/or planned route or suggested itinerary and estimate kilometres of travel.
- 5. TERMINATION/CANCELLATION OF RENTAL AGREEMENT**
- 5.1 Notwithstanding anything to the contrary contained in this agreement, the Lessor shall be entitled to terminate this agreement at any time, by notice (oral or in writing depending on the situation) to the Lessee, whereupon the Lessee shall return the vehicle to the Lessor forthwith. In the event of failure to return the vehicle to the Lessor, the Lessor shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the Lessee and the rights of the Lessor under this agreement shall continue in full force and effect until the vehicle has been returned to the Lessor in terms of this agreement and the Lessee has complied with all his obligations. Any costs incurred in recovering the vehicle will be for the account of the Lessee.
- 5.2 The Lessee will not be able to claim a reduction, remission or refund for early termination of the agreement or an early return of the vehicle, unless arranged in advance and agreed thereto by the Lessor.
- 6. RENTAL RATES AND CHARGES**
- 6.1 The Lessee agrees to pay the Lessor all rates and charges, as set out in the rental agreement, *inter alia* the rental rates and security deposit, miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Contract Fee, Traffic Fine Administration Fee, one way fee, over border charges, delivery fee, collection fee, Collision Damage Waiver Fee (CDW/DW), fuel and/or additional driver(s) fee.
- 6.2 The Lessee shall also be liable for all fines (traffic fines), penalties and like expenses including but not limited to parking, traffic and other offences, arising out of or concerning the use of the vehicle during the rental period and the Lessee accordingly indemnifies the Lessor against all such liability.
- 6.3 Notwithstanding anything to the contrary contained in this agreement the Lessor may levy a young driver surcharge reflected on the rental agreement where the Driver/Additional Driver is younger than 21 years of age.
- 7. PAYMENT / DAMAGES**
- 7.1 The Lessee remains liable for payment of all amounts due until the Lessor is paid in full by the issuer of the Credit Card.
- 7.2 If the Lessor has agreed to accept payment from the Lessee by credit card or charge card specified on the rental agreement, the Lessee's signature of this agreement will constitute authority for the Lessor to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to the Lessor (including but not limited to any damages or loss suffered by the Lessor).
- 7.3 In the event of any damages or loss or in the event of an accident and/or if the vehicle is stolen and/or lost, the amount of the damages or the total loss as suffered by the Lessor is payable by the Lessee on demand.
- 7.4 A certificate of any Director, Manager or Accountant of the Lessor, whose capacity need not be proved, as to any amount owed by the Lessee to the Lessor shall constitute *prima facie* proof of the amount.
- 8. LESSEE'S RISKS, LIABILITIES AND INSURANCE**
- 8.1 The vehicle is at the sole risk of the Lessee (fair wear and tear excepted) from the moment the key and/or the vehicle is delivered to the Lessee until such time as the vehicle is returned to the Lessor in terms of clause 3 above.
- 8.2 The Lessee will be liable for all damages, loss, consequential damage and/or any mechanical failure due to the negligent, misuse and/or wilful acts or the use of non-approved parts, lubricants, fuels and/or oils by the Lessee during the rental period. The Lessor will only be liable for damage, loss and/or mechanical failure due to fair wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and/or mechanical failure and cause thereof.
- 8.3 All and/or any necessary mechanical damages and/or repair work during the rental period must be done at the Lessee's own cost. In such event the Lessor will notify the Lessee of an Authorised Dealer and/or Service Centre at which the necessary reparations must be done. The Lessee should retain the invoice for such repair work and also any displaced parts in order for the Lessor to reimburse the Lessee, should the Lessee be entitled to any reimbursement in terms of this rental agreement.
- 8.4 Damages during off-road driving, driving on 4x4 tracks, BUNDU BASHING or any other acts or driving of the vehicle which may cause any type of damage to the vehicle or which may be above the vehicle's ability or that of the driver and/or additional driver, will be deducted from the security deposit paid by the Lessee.
- 8.5 The Lessee undertakes to return the vehicle to the Lessor, as set out in Clause 3 supra, in the same good condition and working order as it was delivered to the Lessee by the Lessor. Any damage, breakage or loss will be deducted from the security deposit, unless it is due to a manufacturer's default and/or fair normal wear and tear. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear, mechanical failure and/or manufacturer's default and cause thereof

RENTAL AGREEMENT TERMS AND CONDITIONS

- 8.6 Damage and/or loss to tyres, mag's, rims, glass (including lights, windscreen and windows), the interior and the exterior, caused during the rental period, will be deducted from the security deposit, irrespective of the cause of the loss or damage.
- 8.7 The following damages and/or losses are excluded from the Lessor's standard insurance cover and the following repair, loss and/or damage will consequently be deducted from the security deposit (paid by the Lessee):
- 8.7.1 Damages or loss caused by the Lessee's, driver and/or additional driver's negligence and/or wilful actions;
 - 8.7.2 Clutch, Gearbox and Diff Lock repair and/or replacement due to negligence, misuse and/or wilful acts by the Lessee. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and/or a mechanical failure and cause thereof;
 - 8.7.3 Damages caused by salt, water and sandstorms;
 - 8.7.4 Repatriation in case of an accident and/or breakdown (Local and Cross-Border);
 - 8.7.5 Damages and/or loss to camping equipment;
 - 8.7.6 Damage to springs/shock absorbers;
 - 8.7.7 Detention, confiscation or requisition by customs or other officials or authorities; and
 - 8.7.8 Glass, windscreen, tyres, mag's and rims, Interior and Exterior damages and/or loss.
- 8.8 The Lessee will furthermore be held liable for the following loss and/or damage during the rental period, caused by the Lessee, driver and/or additional driver or as a result of, *inter alia* the following:
- 8.8.1 Damage to the vehicle or equipment caused by abuse, careless, negligent or reckless driving and/or actions;
 - 8.8.2 Dents and bumps on any part of the vehicle;
 - 8.8.3 Accidental damages and/or any loss or damages which are not covered and paid for by the Lessor's insurance policy/company;
 - 8.8.4 Negligence, careless, reckless and/or wilful actions by the lessee or driver;
 - 8.8.5 Non-Compliance with road and traffic rules and regulations;
 - 8.8.6 Not purchasing the required and/or compulsory cross border third party insurance;
 - 8.8.7 Driving under the influence of alcohol or any other substance as set out in clause 4.4 above;
 - 8.8.8 Fraudulent actions;
 - 8.8.9 Use of incorrect fuel and/or fuel in the water tank;
 - 8.8.10 Sandstorms, water submersion or salt-water;
 - 8.8.11 If the vehicle is abandoned;
 - 8.8.12 Illegal use of the vehicle;
 - 8.8.13 Sub-hiring of the vehicle;
 - 8.8.14 Driving on restricted roads, closed roads or areas;
 - 8.8.15 Windscreen, all glass, all tyres (including abusive use and extreme wear and tear of tyres) and rims;
 - 8.8.16 Repatriation, accidental and/or mechanical (local or cross-border);
 - 8.8.17 Breakdown recovery and/or tow-in of any nature;
 - 8.8.18 Not attending to the necessary replacement or repair of wear and tear items i.e. lights batteries oil/hydraulic pumps, injectors, starter, switches, alarm-immobiliser (which items may cause consequential damages to the vehicle if not so replaced or repaired);
 - 8.8.19 Medical assistance and/or emergency response;
 - 8.8.20 Damage to the undercarriage of any nature including engine, transmission, gearbox, prop shaft, side shafts, CV joints, Diff (front and rear) parts i.e. brakes and brake system / ABS due to negligence, misuse and/or wilful acts by the Lessee. The manufacturer's standard warranty conditions and expertise apply regarding negligence, fair wear and tear and/or mechanical failure and cause thereof;
 - 8.8.21 Overheating of any nature, radiator, power-steering;
 - 8.8.22 Interior, including liquid and/or food stains, cigarette and/or fire burns, tares and paintwork including branch and/or bush scratches;
 - 8.8.23 GPS, SAT Phone, 2-Way radio's, Mobile, Radio-CD, ECU, Dual Battery-System, Fridge and/or Freezer;
 - 8.8.24 All camping equipment i.e. Rooftop tents, fridge and/or freezer, cutlery-crockery, pots, pans, table and chairs, sleeping bags, pillows, mattresses, protection covers etc.; and
 - 8.8.25 Failing to maintain the vehicle and/or equipment regularly during the rental period.
- 8.9 Any mechanical repair or replacement related to fair wear and tear is covered by the Lessor. The manufacturer's standard warranty conditions and expertise apply regarding fair wear and tear.
- 8.10 In the event of any occurrence giving rise to a claim whilst the vehicle is in the specified territory(ies), the Lessee will at his own expense be responsible for the repatriation and the costs thereof of the vehicle to the Republic of South Africa. The Lessor will not incur any liability until the vehicle has been repatriated to the renting location.
- 8.11 Should there be an accident and/or mechanical, electronic problem and/or breakdown, then and in such event the Lessee must first contact the Lessor before attempting to contact **Assistance** at the following number: **+723881536**.
- 8.12 Standard Insurance Cover is included on the vehicle. However, this Standard Insurance Cover is not a full cover and an excess is applicable. Payment by the Lessee of a security deposit is therefor compulsory. The security deposit will be appropriated by the Lessor to the payment of the excess amount levied by the Lessor's Insurance Company and/

RENTAL AGREEMENT TERMS AND CONDITIONS

or any other amounts, loss or damages not paid and/or covered by the Lessor's Insurance Company in such event. The excess is payable for any damage irrespective of the cause of damage.

- 8.13 The Vehicle is insured for in South Africa, Namibia, Botswana, Zambia, Zimbabwe, Swaziland, Lesotho, Malawi and Mozambique.
- 8.14 There is no Third Party Insurance Cover outside the borders of South Africa. Therefore, the Lessee is obliged, on its own cost, to obtain Third Party Insurance Cover at the border posts when entering neighbouring countries.
- 8.15 The Lessee shall under no circumstances carry fuel containers inside the vehicle. Failure to comply herewith shall result in immediate cancellation of any insurance cover. The Lessee will be liable for the total loss and/or damages suffered by the Lessor as a result of his failure to comply with this clause.
- 8.16 Should the vehicle be damaged, stolen or lost in a situation where there was a breach of any of the terms and conditions as contained herein, the Lessee will be liable for the total loss and/or damage suffered by the Lessor (notwithstanding the fact that waivers were opted for).
- 8.17 The Lessee is liable for all fines and/or penalties incurred during the rental period and hereby authorises the Lessor to disclose any information required by a relevant authority to process it.
- 8.18 Notwithstanding anything in this agreement, the Lessor shall not be obliged to make, institute or proceed with any claim which the Lessor may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle. The Lessor shall accordingly be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

9. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

9.1 If at any time the vehicle is damaged, stolen or lost, the Lessee will take every reasonable precaution to safeguard the interest of the Lessor including but not limited to, the following where appropriate:

- 9.1.1 he/she will notify the Lessor immediately or within 3 hours of becoming aware of the occurrence and will notify the police within twenty-four hours of the occurrence in question and furnish the Lessor with an accident case number. He/she will obtain the name(s) and addresses of everyone involved and of possible witnesses;
- 9.1.2 he/she will not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.
- 9.1.6 He/she will make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances. He/she will co-operate with the Lessor and its Insurance Company in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).
- 9.2 If the Lessee is not the driver, then, without in any way derogating from the Lessee's obligations in terms of this clause 9, the Lessee shall procure that the driver and/or additional driver complies with the provisions of 9.1 and the Lessee warrants that the driver and/or additional driver will do so. The Lessee warrants that the information completed in the Lessor's claim form as referred to in 9.1.1 will be complete, true and correct in every respect.
- 9.4 Where collision damages render a vehicle unusable, a replacement vehicle can be supplied by the Lessor's at his own discretion and if available, but all costs are for the expense of the Lessee. If a replacement vehicle is supplied by the Lessor then a new rental agreement and terms and conditions will apply. The Lessee is responsible for the return of the damaged vehicle to the renting location of outside the borders of South Africa. All costs are for the expense of the Lessee.
- 9.6 No refund will be given to the Lessee for lost days due to collision damage.

10. INDEMNITY OF THE LESSOR BY LESSEE

- 10.1 Neither the Lessor nor any of its directors or employees shall be liable for any loss or damage (including any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the Lessee of the vehicle, including, without limitation, any defect in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of the Lessor to detect defects in or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or delict (including negligence or gross negligence) or otherwise, which may be suffered by the Lessee, driver, additional driver and/or any third party and/or passenger.
- 10.2 The Lessor, its directors or employees are accordingly indemnified by the Lessee or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connected with or pursuant to the renting of the vehicle contemplated in these terms and conditions.
- 10.3 The Lessor, its directors or employees are indemnified against any claim of any nature whatsoever and howsoever arising from any damages, personal injuries, death or loss by the Lessee, driver, additional driver, passenger and/or any other third party, which might be instituted against it arising from or connected with the renting and driving of the vehicle by the Lessee, driver or additional driver or other any person during the rental period.

11. JOINT AND SEVERAL LIABILITIES OF SIGNATORIES, LESSEE AND/OR DRIVER

RENTAL AGREEMENT TERMS AND CONDITIONS

The Lessee and every person whose signature appears on these terms and conditions and Quotation will be liable jointly and severally, as sureties and co-principal debtors, for payment of all amounts due to the Lessor in terms of or pursuant to the rental agreement.

12. GENERAL

12.1 The rental agreement is the entire agreement between the parties and neither party will be bound by any undertakings, representations, warranties, promises or the like (unless where this rental agreement stipulates otherwise) should it not be in writing and signed by both parties.

12.2 If any provision of the rental agreement is found by a court of law to be invalid or void, such provision will be severed from the remaining provisions, without affecting the remainder of the provisions hereof.

12.3 No extension, latitude or other indulgence that may be given or are allowed by any party in respect of performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any party arising from this rental agreement, and no single or partial exercise of any right by any party under this rental agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any party's rights in terms of or arising from this rental agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

12.4 The Lessee authorises the Lessor to insert any particulars in the agreement that are not known or are unavailable at the time of signature.

12.5 This agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa. The Lessee further consents to the jurisdiction of the Magistrates Court.

12.6 The Lessee shall not be entitled to cede any of his rights or assign any of his obligations under this agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.

12.7 If the Lessor 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 it incurs as between attorney and own client including but not limited to collection commission and tracing agent charges.

12.8 The Lessee chooses the following address as his *domicilium citandi et executandi* (i.e. address for service of all legal process):

Physical Address:	Postal Address:
_____	_____
_____	_____
_____	_____

Tel: _____

Email: _____

Cell: _____

12.9 The Lessee warrants that he/she is entitled and duly authorised to enter into this agreement, that all particulars given to the Lessor and/or recorded on the rental agreement are true and correct.

SPECIAL CONDITIONS:

SIGNED AT _____ ON THIS _____ DAY OF _____ 20____.

LESSEE

LESSOR

WITNESS: _____

WITNESS: _____

