



Rental Agreement

DATE (dd/mm/yyyy)																						
BOOKING CODE																						
PICK-UP DATE (dd/mm/yyyy)																						
PICK-UP TIME																						
DROP-OFF DATE (dd/mm/yyyy)																						
DROP-OFF TIME																						
TRAVEL DESTINATION(s)																						
CUSTOMER FULL NAME (herein after referred to as "the customer")																						
CUSTOMER ID NUMBER	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>																					
CUSTOMER ADDRESS	<table border="1"> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> <tr><td></td></tr> </table>																					
CUSTOMER DRIVER's LICENSE CODE (eg. B/EB/EC1 etc)																						
CUSTOMER TOWING VEHICLE (MODEL/MAKE/ENGINE)																						
CUSTOMER TOWING VEHICLE REGISTRATION NUMBER																						
VEHICLE (trailer/caravan) - Tick one	<table border="1"> <tr> <td>Raasblaar</td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Raasblaar																				
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AGREEMENT OF RENTAL BETWEEN COMBRETUM 4X4 TRAILER HIRE AND THE CUSTOMER

(Hereinafter referred to as the renter)

subject to the Terms & Conditions of this agreement.

It is hereby agreed that COMBRETUM 4X4 TRAILER HIRE hires the vehicle as select above and per electronic booking (hereinafter referred to as the vehicle) with and equipment as per the attached rental booking and confirmation sheet. Rental period and all rented equipment shall be specified in the attached rental confirmation and booking sheet.

The vehicle will be collected at: 12 ANNALIE STREET, THE REEDS,*- CENTURION, 0157 and returned to COMBRETUM 4X4 TRAILER HIRE to: 2 12 ANNALIE STREET, THE REEDS, CENTURION, 0157

During this time the vehicle will be allowed to travel in the following countries: SOUTH AFRICA, NAMIBIA AND BOTSWANA ONLY.

I (the renter) confirm that the following terms and conditions will be binding on me for the period of the rental.

STANDARD TERMS AND CONDITIONS OF RENTAL

These are important conditions limiting your rights and should be read carefully

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In this agreement unless the context indicates otherwise:
 - 1.1.1 "Additional driver" means such person who, in addition to the driver, is reflected on the rental agreement as being duly authorized by the company to drive the vehicle;
 - 1.1.2 "Auto Dealers Guide" means: Mead & McGrouther's publication containing, inter alia, recommended selling prices of motor vehicles;
 - 1.1.3 "Bond" means: A pre-paid refundable administration fee, reflected on the rental agreement, charged in the excess of any insurance claim or cost for any accident / mechanical failure due to negligence, where a claim needs to be processed and loss of or the theft or damage of the vehicle.
 - 1.1.5 "Deposit" means: A portion of the rental, as specified in the contract, payable up front to secure the booking.
 - 1.1.4 "Company" means: COMBRETUM 4X4 TRAILER HIRE
 - 1.1.5 "Damages" (in relation to the vehicle) means the actual expenditure in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), remunerating an expert to inspect collision damage and report thereon, and reimbursing such expert(an invoice, job card or quotation procedure by the company to be prima facie proof of such expenditure) or any other charges incurred relating to an incident of whatever nature, and includes a total loss when applicable;
 - 1.1.6 "Rental Agreement" means the rental agreement issued by the company to the renter and signed by the renter and co-driver and which will have the effect of a legal binding agreement between the parties and includes these standard terms and conditions;
 - 1.1.7 "Liability" includes the amounts reflected in the rental agreement, or on the rates information brochure pertaining to the non-waiver able amount chargeable in the event of damage, loss and/or theft;
 - 1.1.8 "Driver" means such person who is reflected on the rental agreement as being duly authorized by the company to drive the vehicle;

- 1.1.9 "Extended period" means any extension of the rental period beyond the agreed return date reflected on the agreement and authorized by the company;
- 1.1.10 "The official rates brochure" means the company's current official brochure on rental rates and other general information issued from time to time;
- 1.1.11 "The rental period" means the period between the dates the vehicle is taken by the renter and the termination date and time as specified on the rental agreement or if such period is extended, the time and date entered on the company's record;
- 1.1.12 "The renter" means: all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement;
- 1.1.13 "The renting location" means: the company's location from which the vehicle is rented by the renter alternatively any location agreed upon by the company;
- 1.1.14 "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 renter takes delivery of the vehicle at the renting location and includes any replacement for the vehicle which has been officially authorized by the company, whether or not such replacement was authorized or approved by the renter;
- 1.1.15 "Traffic Fine Administration Fee" means: an amount levied by the company as determined by it from time to time to administer any traffic fine(s) incurred by the renter whilst renting the vehicle;
- 1.1.16 "Total loss" (in relation to a vehicle) means-
- (a) damages (see clause 1.1.7) 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 of the vehicle is stolen and/or lost;
 - (b) when the vehicle is stolen/or lost;
- The amount of the total loss will be the retail value as reflected in the Auto Dealers Guide(Clause 1.1.2) or if not reflected therein, the new list price of the vehicle, as supplied by the manufacturer, as at the date of loss less any salvage;
- 1.1.17 "Security Deposit" means: The deposit payable to recover/replenish any usage of items/products or cover for lost keys / items or add to reasonable cleaning of the vehicle is returned dirty.
- 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

- 2.1 The company rents to the renter, who hires the vehicle subject to the terms and conditions as set out herein. The renter will be bound by these terms and conditions, whether he was driving or not.
- 2.2 The company in the event of an additional driver, also holds this person equally responsible to any of the above terms and conditions of the contract and therefore they sign the contract with the renter as proof of undertaking. Such a person will have no charge for additional fees, but should have a valid driving license in regards to the contract.
- 2.3 All fines and penalties incurred in the duration of the hire are strictly for the liability of the driver. This includes valets for cars that are returned in conditions not acceptable as normal. We request that notice is taken that no pets is allowed in any rental vehicle. No smoking in any vehicle is permitted.

3. DELIVERY OF THE VEHICLE

- 3.1 Delivery of the vehicle takes place at the time the renter and/or driver and/or his representative takes possession of the keys and/or vehicle at the renting location.
- 3.2 The vehicle shall be deemed to have been delivered in good order and repair and without any damage to inter alia the paintwork, upholstery and accessories(unless such damage is recorded in writing or else wise and signed by both parties under vehicle condition in the rental agreement or the rental vehicle condition report / inspection). Any damage not so recorded will be for the account of the renter.

4. USE OF VEHICLE

- 4.1 The vehicle may only be utilized for the rental period or any extended period.
- 4.2 The renter and/or driver agree that any extension so noted on the company's records would correctly reflect such extended period.
- 4.3 The vehicle may only be driven by the driver or the specified additional driver(s).
- 4.4 During the rental period, the vehicle may not be used:- for the conveyance of passengers and/ or goods for reward; to propel or tow any other vehicle, (including any caravan or trailer unless authorized by the company in writing; to transport goods in violation of any custom laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of unauthorized countries, unless authorized by the company in writing prior to crossing; or 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 afore going.
- 4.5 The renter and/or driver shall make adequate provision for the safety and security of the vehicle and, in particular, but without limiting the generality of the foregoing, he shall keep the vehicle properly locked and secured and immobilized 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.
- 4.6 The renter and/or driver will make sure that the keys of the vehicle are under the renter's and/or drivers control at all times. Any loss of any keys will be for the renters account.
- 4.7 The company will at all times remain the owner of the vehicle.

5. RETURN OF THE VEHICLE

- 5.1 The renter and/or driver shall return the vehicle, at the renter's expense to an authorized representative of the company on the agreed return date and at the agreed renting location or other location reflected on the rental agreement or booking confirmation..
- 5.2 The renter and/or driver acknowledges that failure to return the vehicle in terms of this agreement shall constitute unlawful possession by him, and the company may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof. Any cost incurred in recovering the vehicle will be for the account of the renter. In instances where deemed necessary criminal charges will be applicable.
- 5.3 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be reported as stolen to the relevant authorities.
- 5.4 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 5.5 If the renter and/or driver return the vehicle to the company, the renter shall:
 - 5.5.1 park the vehicle in the company's reserved parking; and
 - 5.5.2 ensure that the vehicle is properly locked and secure; and
 - 5.5.3 hand the keys to an authorized representative of the company or leave the keys in a drop safe provided at the offices of the company, in the event that the offices are not open for business.

- 5.6 The sole risk of loss or damage to the vehicle will remain vested in the renter until such time as the company has recorded the return of the vehicle.
- 5.7 The vehicle will be inspected by both parties upon drop off and any damage will be recorded and resolved as per this agreement.

6. TERMINATION/CANCELLATION OF RENTAL AGREEMENT

- 6.1 Notwithstanding anything to the contrary contained in this agreement, the company shall be entitled to terminate this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the renter and/or driver, whereupon the renter shall return the vehicle forthwith. In the event of failure to return the vehicle to the company, the company shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the renter and the rights of the company under this agreement shall continue in full force and effect until the vehicle has been returned to the company in terms of this agreement and the renter has complied with all his obligations. Any cost incurred in recovering the vehicle will be for the account of the renter.

7. THE RENTER/DRIVER

- 7.1 Notwithstanding anything else to the contrary in clause 4.3 above, the vehicle may not be driven by any person under the age of 20, and/or who has not been in possession of a valid driver's license for 1 year.
- 7.2 The renter and/or driver warrants that at all times the vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance and that every driver of the vehicle will have a valid drivers license to drive the vehicle, 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 driver and/or additional driver, then without derogating from any rights or remedies which the company may have the renter shall remain liable for all his obligations in terms of this agreement and in particular, he shall be liable to the company as if he has been driving the vehicle. Should the unauthorized driver cause any event where an insurance claim has to be lodged an additional charge of R 5000 will be payable over and above the security deposit.
- 7.4 the renter and/or driver warrants that he is entitled and duly authorized to enter into this agreement, that all particulars given to the company and/or recorded on the rental agreement and client questionnaire are true and correct.

8. RENTAL RATES AND CHARGES

- 8.1 The renter agrees to pay the company the rental rates plus all other charges and fees opted for or utilized by the renter reflected on the rental agreement/quotation up and until the vehicle is returned, including but not limited to miscellaneous charges, booking deposit, **Security Deposit**, delivery fee (if applicable), collection fee (if applicable), and/or all taxes due and payable on rental rates, other charges and fees.
- 8.2 The renter and/or driver shall also be liable for all 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 renter accordingly indemnifies the company against all such liability;
- 8.3 A security deposit will contribute for the loss or damage of any items / accessories, loss of keys, valet (if vehicle is not clean), tyre or rim damage, minor accident damage (too small to claim for the insurance), accident damage excess, broken or missing accessories or items.

9. PAYMENT

- 9.1 All payments are due as the rental contract stipulates (unless otherwise agreed in writing). All charges payable by the renter shall be paid in cash or confirmed internet payment.
- 9.2 The renter will not be allowed to set-off or withhold payment of any amount due in terms of this agreement for any reason whatsoever;
- 9.3 The renter remains liable to for payment of all amounts due until the company is paid in full by the renter.
- 9.4 In the event that the renter returns the vehicle to the company prior to the due date on the rental agreement, the renter shall pay the rates and charges as if the full rental period occurred.
- 9.5 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 company is payable and the pre-authorized amount will become due on demand.
- 9.8 If any amount is not paid on due date, the company may without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed legal or prime plus 3%, and in the sole discretion of the company.
- 9.9 A certificate of any Director, Manager or Accountant of the company, whose capacity need not be proven, as to any amount owed by the renter to the company shall constitute prima facie proof of the amount.
- 9.10 Electronic transfers are the preferred payment method.

10. RENTER'S RISKS AND LIABILITIES

- 10.1 The vehicle is at the sole risk of the renter and/or driver (fair wear and tear excepted) from the moment the vehicle is handed to the renter until such time as the vehicle and keys is returned in terms of clause 5.
- 10.2 The renter shall be liable for any damage and/or total loss sustained to the vehicle, howsoever the damage and/or total loss is caused and whether or not it is attributable to his/her fault or negligence (including but not limited to hail damage). The acceptance or decline of the options referred to are contracted for and indicated on the rental agreement. The liability amount applicable for each option is also reflected on the rental agreement.
- 10.3 The company, in its sole and absolute discretion, reserves the right to, in the event of loss or damage which has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface), charge the renter either the actual amount of the loss or damage suffered or double the liability amount.
- 10.4 Should the vehicle be damaged, stolen or loss in a situation where there was a breach of any of the terms and conditions herein, the renter will be liable for the total loss:
 - 10.4.1 any damage to glass, tyres and rims;
 - 10.4.2 damage caused by water;
 - 10.4.3 damage to undercarriage;
 - 10.4.4 damage and/or total loss sustained as result of renter and/or driver negligence.
 - 10.4.5 damage and/or total loss sustained whilst the renter and/or driver is in breach of any applicable traffic laws or ordinances;
 - 10.4.6 damage and/or total loss sustained where incidents are not reported as contemplated in clause 4.4 and 11;
 - 10.4.7 damage and/or total loss sustained where the incident takes place outside the country in which the vehicle was rented unless prior written authority for the vehicle to be taken outside such country has been obtained;

- 10.4.8 damage and/or total loss sustained if at any time the vehicle is driven by an unauthorized driver or by a driver without the proper valid driver's license by any applicable law or regulation.
- 10.4.9 damage and/or total loss sustained when in the opinion of the company the vehicle has been driven or used in a manner which prejudice the company's interest or rights therein and/or as prohibited in clause 4;
- 10.4.10 damage and/or total loss sustained where the driver was not holding a valid unendorsed drivers license at the time the damage or loss was sustained;
- 10.4.11 damage and/or total loss sustained where an extension of the rental agreement is not authorized by the company and where the rental period has expired;
- 10.4.12 damage and/or total loss caused as a result of the vehicle being driven on a road that was not suitable for that vehicle as determined in the sole discretion of the company.
- 10.4.13 the vehicle (at the time of damage or total loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor, narcotic drug or similar substance
- 10.4.14 damage to any accessory or any of the rental equipment
- 10.5 The renter and/or driver is liable for all fines and/or penalties incurred during the rental period and hereby authorized the company to disclosed any information required by a relevant authority to process it. Should the file reach our company after the refunds has been made, the renter shall be obliged to complete a credit card authorization upon presentation of the fine via fax, e-mail or any other electronic media.
- 10.6 Notwithstanding anything in this agreement, the company shall not be obligated to make, institute or proceed with any claim which the company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle and, accordingly, the company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.
- 10.7 This company does not offer any PAI (Personal Accident Insurance) and the renter and/or additional driver and passengers needs to take out insurance through outside packages for this purpose to cover any third party claims. We therefore cannot accept any responsibility for the personal safety of the persons in the vehicle other than make sure that the vehicle is road worthy by obtaining a road worthy certificate and regular services maintain said performance of the vehicle.
- 10.9 **COMBRETUM 4X4 TRAILER HIRE can carry no liability for faulty or defective equipment as we make use of suppliers. The renter confirms that he/she will at the earliest instance (not exceeding more than 24 hours) report any defective equipment or accessory to us as soon as possible by means of sending an e-mail or phoning the emergency number. Please note that NO claims on any defective equipment will be recognized after the rental term has ended. Refunds or re-imbursements to clients will not be due in the event of failure of the equipment unless the item was replaced or repaired by the renter after receiving confirmation to do the repair or replacement (unless the amount is less than R 500). Refunds will only be done when valid proof of the repair / replacement is presented. No betterment will be applicable.**
- 10.10 Should the security deposit amount paid not be enough to cover the damages or liabilities after the return of the rental, the renter remains fully liable for such moneys owed.

11. CONSEQUENTIAL DAMAGE

The renter will be liable, in addition to any other amount provided for in the rental agreement, for damages suffered by the company in consequence of it being unable to rent the vehicle, which damages will be calculated on the basis of the contracted daily rate on the rental agreement, limited to a maximum of 30 days.

12. **PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE**

- 12.1 If at any time the vehicle is damaged, stolen or lost, the renter and/or driver shall take every reasonable precaution to safeguard the interest of the company including but without being limited to, the following where appropriate:
- 12.1.1 he shall notify the company **immediately** of becoming aware of the occurrence and shall within twenty-four hours of the occurrence in question complete and furnish to the company, the company's standard claim form together with a copy of his driver's license;
 - 12.1.2 he shall obtain the name(s) and addresses of everyone involved and of possible witnesses;
 - 12.1.3 he shall not admit any responsibility or liability nor release any party from liability or potential liability nor settle any claim or potential claim or by any party nor accept any disclaimer of liability;
 - 12.1.4 **he shall notify the police within twenty-four hours of the occurrence in question and furnish the company with an accident case number;**
 - 12.1.5 he shall make adequate provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances;
 - 12.1.6 he shall co-operate with the company and its insurer in the investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).
- 12.2 If the renter is not the driver, then without in any way derogating from the renter's obligations in terms of this clause 12, the renter shall procure that the driver complies with the provision of 12.1 and the renter warrants that the driver will do so.
- 12.3 The renter shall within 24 hours of receipt thereof furnish to the company (and if the renter is not the driver, the renter shall procure that the driver does) any notice of claim, demand, summons or the like which the renter or the driver may receive in connection with the vehicle.
- 12.4 The renter and/or driver warrants that the information completed in the company's claim form as referred to in 12.1.1 will be completed true and correct in every respect.
- 12.5 **An additional administration fee of R500 will be charged in the event of an accident to cover the administrative process, assessor fees, quote gathering and legal settlement.**

13. **INDEMNITY OF THE COMPANY BY RENTER**

- 13.1 Neither the company nor any of its directors, officers, employees, servants or agents 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 car seat or any other accessory in and/or on the vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the renter of the vehicle, including, without limitation, any defects in and/or mechanical failure of the vehicle (howsoever arising and of whatever nature) or the failure of the company 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 renter and/or any third party and/or passengers.
- 13.2 The company, its directors, officers, employees, servants or agents ("it") are accordingly indemnified by the renter 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 pursuant to the renting of the vehicle contemplated in these terms and conditions.
- 13.3 The company, its directors, officials, employees, servants or agents ("it") are accordingly indemnified by the renter or his estate against any claim of any nature whatsoever arising as a result of injury or death that may arise from any accident directly/indirectly.

14. **JOINT AND SEVERAL LIABILITIES OF SIGNATORIES, RENTER AND/OR DRIVER**

The renter and every person whose signature appears on the car rental contract shall be liable jointly and severally for payment of all amounts due to the company in terms of or pursuant to the rental agreement.

15. **GENERAL**

- 15.1 The rental agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like (other than the company extending the agreed return date) not recorded by the company except as provided for herein.
- 15.2 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.
- 15.3 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.
- 15.4 The renter authorizes the company to insert any particulars in the agreement that are not known or are unavailable at the time of signature.
- 15.5 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.
- 15.6 The renter further consents to the jurisdiction of the Magistrate Court, should the company, at its election, bring legal proceedings in a Magistrate Court, notwithstanding the fact that the amount involved exceeds the jurisdiction of the Magistrate Court. The renter agrees, however, that the company in its sole and absolute discretion may institute any such action or proceedings in any division of the High Court that may have jurisdiction.
- 15.7 The renter 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.
- 15.8 If the company institutes any legal proceedings against the renter to enforce any of its rights under this agreement it shall be entitled to recover from the renter all the legal cost it incurs to its own attorneys in accordance with their than usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges.
- 15.9 The renter chooses the address specified on the rental agreement as his "domicile citandi et executandi "(i.e. address for service of all legal process).
- 15.10 The exact delivery time of the vehicle cannot be guaranteed as border flow cannot be predicted. If the vehicle is due for a service during the time of rental it will be the responsibility of the renter to accommodate this into their travel schedule. All service related cost will be covered by COMBRETUM 4X4 TRAILER HIRE unless the service company picks up damages to the vehicle caused by negligence in the time the driver had the vehicle.
- 15.11 **The company shall be entitled to record any default by the renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case the company shall not be held liable/responsible for any repercussions such disclosure may have on the renter. The renter agrees that the company may disclose any information obtained by it as a result of the conclusion and/or breach of the rental agreement, including personal and additional information, to any legal person, including a credit bureau.**
- 15.11 The renter acknowledges that certain vehicle may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. The company shall be entitled to use such information (including in court proceedings) as it deems fit. The renter/driver acknowledges that should the vehicle management system be tampered with or removed by other parties apart for the company such person will be held liable criminally and be subject to legal prosecution.

- 15.12 We let and you hire the vehicle set out in the terms of this agreement, at the face of the rental rate as agreed plus any additional charges (if any) as reflected on the booking quote.
- 15.13 You are liable to pay all taxes and charges for services across the border – road tax ect
- 15.16 The vehicle shall be at your sole risk for the period of the rental.
- 15.17 COMBRETUM 4X4 TRAILER HIRE will have CCTV footage and video footage of each rental to leave our premises.

16. INSURANCE

The vehicle itself is comprehensively insured for theft and total lost however no accessories or additional rental equipment/extras are insured.

17. PERMITTED DRIVERS

By your signature hereto, you confirm that you have an UNENDORCED and VALID driving license and that you are above the ages of 18 and under the ages of 80 years. You agree that we will have the right to verify that your license has been validly issued and that we may refuse to rent you a vehicle in such case where the above not meets the criteria. This will apply to all drivers of the rental vehicle.

18. PERMITTED AREAS OF TRAVEL

We reserve the right to restrict the movement of the vehicle in certain areas due to adverse road and or weather conditions or for any other reasonable cause arising.

The vehicle may only be used with the borders of South Africa, Namibia and Botswana.

19. CANCELLATION CLAUSES / REFUNDS

Cancellation fees are applicable, should the booking be cancelled as follows:

- Greater than 30 days before Pick-up date: 75% Refund of your booking fee.
- Between 14 and 29 days before Pick-up date: 50% Refund of your booking fee.
- Between 7 and 13 days before Pick-up date: 15% Refund of your booking fee.
- Less than 7 days before Pick-up date: 0% Refund of your booking fee.

Booking fee is your total trailer and extras booking fee, which excludes your security/insurance/breakage deposit which is 100% refundable in the event of a cancellation.

20. SUBSTITUTION OF VEHICLE

We reserve the right to substitute a compatible / suitable or better vehicle if the vehicle you had originally is not available due to unforeseen circumstances that may compromise passenger safety or damage to the vehicle or any other reason. This shall not constitute a breach of agreement or entitle the hirer to any refunds.

21. ADDITIONAL OBLIGATIONS

In addition to your other terms you shall:

- Consider the condition of the road you drive
- Keep in mind that handling a vehicle on an unsealed road is more difficult.

- Not hire or lend the vehicle to ANYONE
- Not cause or permit the vehicle to carry any passengers or goods for reward or for racing
- Not drive the vehicle unlawfully, illegal or use the vehicle for any illegal purpose
- Not cause the vehicle to be at risk in any public disturbance, unrest or civil riot.
- Ensure vehicle is not to be driven by or in possession of any drivers not specified or permitted by COMBRETUM 4X4 TRAILER HIRE
- Not overload the vehicle
- Note that we may repossess the vehicle at any time should we find it parked illegally, used to violate any law or appears to be neglected or abandoned.
- Truthfully disclose your information as well as your purpose/destination for the rental.
- At all times remember that Dune driving will not be permitted, and neither will careless driving in swamp areas.
- Keep within the speed limit. We suggest a towing speed of 90 – 110 km per hour.
- Note that personal injury is not covered by the COMBRETUM 4X4 TRAILER HIRE and personal travel insurance is strongly recommended. COMBRETUM 4X4 TRAILER HIRE also does not cover personal possessions and these should be covered by your own insurance.
- Not leave valuables in sight of anyone and keep the vehicle locked when you are not present to avoid theft
- Should you make use of cheaper / public transport in a particular area, we suggest you leave the vehicle in a camping area or caravan park.
- **Understand the working of the tent, fridge/freezer/electrical and general equipment.** Please ask your handover agent.
- **Understand that we may not allow collection if the full amount was not paid in full on the day the collection is due.**
- Understand that if the vehicle is returned early, no refunds will be applicable.
- Complete a pre-inspection report on collection of the vehicle so the vehicle shall be deemed in good order, condition and repair unless otherwise indicated with good reason.

26. **REPAIRS OF VEHICLE or EQUIPMENT WHILST TRAVELLING**

Should you experience problems on the road in terms of component mechanical failure we will be at your assistance. Most of the vehicles in our fleet are covered by the manufacturer, but in the event that they are unable to provide assistance in remote areas, the following procedures will apply in the event of mechanical problems:

MINOR PROBLEMS: Should be reported to our offices immediately or at earliest convenience. These can be repaired at your cost (up to R 500) and we will refund on receipt of valid payment advices upon your return.

Should there be **MAJOR PROBLEMS:** Our offices are to be phoned for authorization of repair quotes exceeding more than R 500 and to provide advice. In the event that there are no workshops or repair centers close by, we will firstly try a telephonic diagnosis based on your description of happenings. We will then inform you whether we will send help or

where you can take the vehicle for the needed repair. Where possible/available, a replacement vehicle shall be brought to you.

27. PRODUCT DISCLAIMER

By signing this agreement I acknowledge that I am using the vehicle and accessories at my own risk. I understand that the vehicle is a dangerous object and that I will familiarize myself with the terms of this agreement. I confirm that I do have a valid driving license. I understand that COMBRETUM 4X4 TRAILER HIRE will not be held liable for any injury or loss during my use of the vehicle. I further understand that all of these terms are binding and that rental may be refused if any of the information provided by me, proves not to be a true reflection of the current state of affairs.

28. TYRES

COMBRETUM 4X4 TRAILER HIRE provides an updated certificate of roadworthiness on the vehicle before each departure. This includes roadworthy tyres in terms of the National Road Traffic Legislation.

We provide high quality all terrain tyres specifically designed for off-road travel. If the tyres are used with due care and diligence you should not experience any problems with them during the duration of your trip.

COMBRETUM 4X4 TRAILER HIRE will take no responsibility for damage to tyres or rims during your trip, ordinary wear & tear excluded, and all punctures, cuts, burst tyres, replacement tyres or any other damage to tyres or rims of any nature, will be for your own account. This also includes call-out fee's (if applicable).

It is important that you understand at which tyre pressure you must drive and consider the condition of the road when you determine which speed you will drive.

In the event of replacing a tyre during travel, please ensure that a tyre equal in quality is added to the vehicle. Lesser quality tyres fitted will be detected at inspection after your return and the difference between the usual quality tyre and the one provided will be deducted from the deposit paid. Any damage to existing tyres or rims detected upon inspection after the return of the vehicle will also be for your account, ordinary wear & tear excluded.

Please ensure that you carefully inspect the tyres before your departure!

No complaints or claims will be recognized after your rental has commenced, no matter how far in the rental you are.

This is also applicable to the spare tyre provided.

Further items no take note of:

Please send the following documents with the booking form

- Clear colour copy of the front and back of your ID Card or, clear colour copy of your ID document.
- Clear colour copy of the front and back of your Driver's License.
- Proof of Banking Details for Refund (First page of Original Bank Statement, Stamped by the Bank)
- Copy of your tow vehicle's registration papers.
- Proof of address not older than 1 month.
- Signed Rental Agreement.

Where applicable, on collection of the vehicle the fridge will be cold and the battery (if applicable) charged. We are not liable for fridge failure whilst you are away. Eskom's erratic power supply or the shocking state of our roads are possible causes over which we have no control.

We are not liable for leaking tents and/or trailers and/or caravans. Trailers and caravans are serviced regularly.

Legal requirements explained, what is tare weight, GVM, EB licence ?

Tare: This is also known as 'dry weight'. The tare of your car or trailer is the mass of the vehicle without passengers, fuel or luggage, but including all standard fittings. You find your vehicles tare weight on your licence disk on your windscreen.

Payload: This is the maximum mass the vehicle, caravan or trailer may carry, including passengers, fuel and luggage.

Gross vehicle mass (GVM): This is the sum of the tare and payload, and equals the maximum permissible, fully loaded mass of the vehicle.

To tow any unbraked trailer with a GVM of up to 750 kg, the tare weight of the drawing vehicle must be double the GVM of the trailer!

Let's put that into perspective: the drawing vehicle must have a tare of 1 500 kg in the case of a trailer with a GVM of 750 kg. A six cylinder 2.5-litre BMW 325 Touring has a tare of 1 425 kg, which means that it would be illegal if towing a 750 kg unbraked trailer!

In short: the unbraked trailer alone with equipment and luggage may not weigh more than 750 kg. The towing vehicle must have a minimum tare weight of 1500 kg.

This combination is the only one that can be driven with a standard B drivers licence.

Braked trailer: Certain trailers come standard with what is known as an 'overrun' brake system, and are then classed as 'braked' trailers. (South African law stipulates that all trailers with a GVM above 750 kg must be braked.)

In simple terms, overrun brakes are activated when the tow vehicle's brakes are applied: a shock absorber behind the trailer's coupling compresses with the forward force of the trailer, which activates the overrun brakes mechanically by means of cables. This causes the trailer to brake simultaneously with the towing car.

To tow a braked trailer, the tare weight of the drawing vehicle must be more than or equal to the GVM of the trailer.

To tow a braked trailer legally either an EB, EC or an EC1 driver's licence is necessary.

By signing the terms you acknowledge acceptance of the conditions as set out in this agreement and bind yourself to take care of this rental vehicle as if it was your own.

Signed at On the 20.....

Full Names of the renter:

Authorized Signature (for an on behalf of the renter)

I agree that I am and understand my obligations under the rental terms and conditions.

Signature of all drivers: 1..... 2.....
3..... 4.....

Signed for and on behalf of COMBRETUM 4X4 TRAILER HIRE