

TERMS AND CONDITIONS

A-unit Equipment Cc or its duly appointed licensee ("the Hirer") hires to the customer (referred to here as "the Customer") the motor vehicle ("the vehicle"), subject to the following terms and conditions (referred to further as "this agreement"):

DELIVERY AND RETURN

The customer acknowledges that the vehicle is in good overall order condition and undertakes that the vehicle will be returned together with all its accessories in the same condition as when received, (fair wear and tear excepted) at the place and date on agreement, or on earlier demand by the hirer for any reason whatever. In the event of the customer wishing to extend the duration of use beyond the date specified on the agreement, then the customer shall sign a new Agreement of Hire prior to the expiration of this agreement.

1. **CHARGES**
 - a) The customer shall pay the hirer on demand all charges indicated on the agreement. If the signatory to this Agreement should be a person other than the customer, bind himself jointly and severally as surety and co-principal debtor with the customer for all the customer's obligations under this agreement. Every reference herein to the customer shall be deemed to include a reference to the signatory to this agreement;
 - b) The customer acknowledges that he/she shall under the circumstances hereinafter set out, further be liable for the following additional expenses: In the event of a vehicle being involved in an accident, or the vehicle being damaged mechanically or otherwise through negligence, or of the hirer abandoning the vehicle, any charges incurred by the hirer in recovering the vehicle, including and without in any way limiting the generality of the foregoing, the cost of towing the vehicle to a place of repair; in the event of the vehicle being broken into during the period of hire, the replacement of the radio/tape and/or glass, irrespective of which insurance covers have been accepted by the customer. In the event of the customer damaging the vehicle mechanically, accidentally, or otherwise through negligence, any repair cost to the vehicle.
2. **LIMIT OF LIABILITY:**

The customer shall pay to the hirer the cost of repairs to the vehicle or, if the vehicle or any part of it has been stolen or damaged beyond economic repair and/or total loss has occurred, the replacement value thereof.
3. **RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE:**
 - 3.1 The hirer shall not be obliged to make, institute or proceed with any claim which the hirer 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 hirer shall be entitled, in its sole discretion, to abandon such claim or to settle such a claim on any terms.
 - 3.2 If, during the rental period, the vehicle is involved in any accident or collision or is lost or the vehicle or any part of it is stolen, the hirer shall take every reasonable precaution to safeguard the interest of the hirer including, but without being limited to, the following where appropriate: The customer shall notify the hirer immediately or within 3 hours of the occurrence; shall obtain the name and addresses of everyone involved and of possible witnesses; shall not admit 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. The customer shall notify the Police within 24 hours of the occurrence in question; within 24 hours of the occurrence in question, he shall complete and furnish the hirer's standard claim form; and within 24 hours of the incident or theft or loss of/from vehicle, the Driver shall submit a copy of his Driving License/Passport/Identity Document to the hirer; shall make adequate provision for the safety and security of the vehicle; shall co-operate with the hirer 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).
 - 3.3 If the customer is not the driver, then without in anyway derogating from the customer's obligations in terms of this clause 3, the customer shall procure that the driver complies with the provisions of 3 and he warrants that the driver will do so. The customer, shall within 24 hours of receipt thereof, furnish to the hirer (and if the customer is not the driver, the customer shall also procure that the driver, within 24 hours of receipt thereof, furnishes to the hirer any notice of claim, demand, summons or the like that the customer or the driver may receive in connection with the incident.
4. **BREACH:** Breach of the Rental Agreement occurs, but is not limited to, when: the vehicle is not returned by the customer; or the vehicle is driven by a person not listed as an additional driver on the rental contract; or the loss or damage or the event giving rise thereto occurred in a situation where: no other vehicle, animal or object/s was involved; or the vehicle was being used for a purpose prohibited as specified in clause 5 hereof; or the vehicle was being 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; the vehicle was being used for a purpose prohibited as specified in clause 9 hereof, or the hirer breaches any material term or condition of this Agreement.
5. **USE OF THE VEHICLE:** During the rental period: The vehicle may not be used for the conveyance, whether of passengers or goods, for reward; to propel or tow any other vehicle, including any caravan or trailer; to transport goods in violation of any custom laws or any other illegal manner or in any motor sport; or beyond the borders of the territorial limit. The hirer shall make adequate provision for the safety and security of the vehicle. The vehicle shall not be used or driven; for the conveyance of persons or property for reward; by any person while under the influence of alcohol or any drugs; in any race, speed test or contest; to propel or tow any vehicle or trailer; in any area or on any road where, in the circumstances subsisting at the date of commencement of this agreement or at any time during the currency of this agreement there is a risk that the vehicle may be damaged through civil disturbance, not or any act of political unrest or any act associated with the foregoing, and without limiting the generality thereof; any act of arson, stone throwing, petrol bombing or any other act of malicious damage by third parties, including any act or action of any person, military or police forces, or any other lawfully established authority made or taken for the purpose of controlling, preventing, suppressing or in any other way dealing with any occurrences referred to above; on any surface other than a surface for use as a road; by anyone under the age of 23 years and over the age of 70 years; by anyone other than a person in possession customer hirer and additional driver(s) named overleaf shall drive the vehicle, and the vehicle shall at all times be kept under the hirer's control all the above within the territorial limits South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi.
6. **FINES AND PENALTIES:** The customer shall be solely liable for all fines or penalties imposed for parking or traffic offences whilst the vehicle is under hire in terms of this agreement, which the customer undertakes to pay within 24 (twenty-four) hours of any fine or penalty being imposed.
7. **VARIATION OR WAIVER:** No variation or waiver of any of the conditions of this agreement shall apply against the customer unless agreed to in writing by the hirer.
8. **WARRANTIES AND UNDERTAKINGS:** The customer warrants and undertakes that: Should any repair or replacement of parts in excess of R50,00 be effected by or at the instance of the hirer without the prior written consent of the hirer the cost of such repairs shall be borne by the customer; Should the customer fail to return the vehicle on demand by the hirer (for any reason whatsoever) the hirer shall be entitled to immediately terminate this agreement and take immediate repossession of the vehicle without prejudice to any other rights of the hirer. The hirer shall not be liable for any damages (consequential or otherwise) arising from such repossession. The signatory warrants that he is an adult person of full contractual capacity and is duly authorized by the hirer to sign this agreement.
9. **LEGAL FEES AND COLLECTION CHARGES:** The customer agrees to pay all reasonable legal fees and costs (including attorney and client cost and collection commission) incurred by the hirer in enforcing any of its rights under this agreement.
10. **JURISDICTION:** The customer consents to the hirer taking any legal proceedings for enforcing any of its rights or for the recovery of any amounts which may become due to the hirer by the hirer under the agreement, at the option of the hirer in the Magistrate's Court of any District having jurisdiction in respect of the hirer, in which event the customer consents to the jurisdiction of such Magistrate's Court.
11. **ADDITIONAL TERMS:** The customer further agrees to abide by the additional terms and conditions (if any) stipulated in the hirer's tariff brochure in force at the commencement of this agreement, a copy of which brochure the customer acknowledges having received and read.
12. **CUSTOMER ACCOUNTS:** If any amount owed by the customer to the hirer from any cause whatever under this contract or not, is not paid on due date then, without prejudice to any other rights which the hirer may have in law, the hirer may: Require that all amounts then owed to it by the customer from any cause whatever (and whether under this contract or not) shall immediately become due and payable; Retain in its possession any goods of the customer until all these amounts have been paid; Until payment is made, suspend the carrying out of any of its then uncompleted obligations from any cause whatever and whether under this contract or not; or terminate any credit facilities granted to the customer, whether under this contract or not, or terminate the contract. No relaxation which the hirer may permit at any time in regard to the carrying out of the terms of the contract shall prejudice or be a waiver of any of the hirer's rights under this contract. The customer agrees that in the event of any cheque or other form of payment being dishonored, the hirer shall be authorized to furnish details thereof to an appropriate Credit Agency or similar institution, which may use such information for the purpose of assessing the future credit worthiness of the customer.
13. **EXTENDED LIABILITY:**

The customer's liability shall not be limited as set out in 14.1.3. to 14.1.8. if: the loss or damage or the event giving rise thereto was caused by negligence of the customer or the driver (whether authorised or not) of the vehicle; or the loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or animal or object/s was involved, unless the customer is able to prove that the loss or damage or the event giving rise thereto was not caused by the fault and/or negligence of the driver (whether authorised or not) of the vehicle; or at the time of the occurrence of the loss or damage or the event giving rise thereto: the vehicle was being driven on a road which was not tarred or, generally, which condition was otherwise not suitable for the vehicle; or the vehicle was being used for a purpose prohibited in terms of clause 5 or was being driven contrary to any other provision of 5; or the vehicle was being driven by a person not authorised to do so in terms of clause 5; or in the case of theft or loss from the vehicle or damage to the vehicle, the customer was in breach of 5; or without derogating from any of the foregoing, the customer was in material breach of this Agreement; or after the occurrence of the loss or damage or the event giving rise thereto, the customer breaches any of the provisions in 4. The hirer; shall not be liable for any loss of or damage to any property left or transported in or upon the vehicle; does not accept any responsibility for any delay or any damages (whether consequential or otherwise) arising from any defect, mechanical failure, breakdown or other circumstances relating to the vehicle; shall not be liable for any loss or damages of whatsoever nature arising out of any injury which may be sustained by the driver or passenger of the vehicle and shall not be liable for damages to tapes, CD's used in our tape decks.
14. **INSURANCE: LIABILITY FOR LOSS OR DAMAGE WAIVER [Collision Damage Waiver (CDW) and Theft Loss Waiver (TLW)]; Super Collision Damage Waiver (SCDW) , Super Theft Loss Waiver (STLW) and Personal Accident Cover (PAI)**

(Insured events: own damage, theft, hijack and fire)
- 14.1. **GENERAL CONDITIONS:**
 - 14.1.1 In consideration of the payment of the premium, Phoenix Risk Solutions agrees to indemnify the hirer on behalf of the customer for the insured events, as hereinafter provided occurring during the rental period, excluding the excess amounts as specified in the insurance section of the rental contract. This section of the Rental Agreement serves solely as evidence of a contract of insurance effected with Phoenix Risk Solutions, the terms and conditions of which may be viewed at either the offices of the hirer, Walvis Bay or Cape Town.
 - 14.1.2 The vehicle shall be at the sole responsibility of the customer throughout the rental period.
 - 14.1.3 The customer shall be liable for any loss or damage to the vehicle and any other expenses incurred in recovering the vehicle during the rental period, however the loss or damage is caused and whether or not it is attributable to his fault or negligence, or to an "Act of God" (including, but not limited to, hail) provided that if one of the situations or circumstances as set out in 5 is applicable, the customer's liability in respect of each incident giving rise to such loss or damage, as the case may be, shall be limited as follows:
 - 14.1.4 If insurance is accepted as indicated by the customer's signature under A of the insurance section of the rental contract; liability will be limited to the amount specified there under.
 - 14.1.5 If the insurance options under A of the insurance section of the rental contract are declined (i.e. no signature is reflected), the liability will be the full replacement value of the vehicle.
 - 14.1.6 If no initials appear anywhere under sections A of the insurance section of the rental contract, the liability will be limited to the full replacement value of the vehicle.
 - 14.1.7 If the loss or damage occurs or the expenses in question are outside the territorial limit as described in clause 5; then, notwithstanding the provisions of 14.1.1 above, the customer's liability will be the full replacement value of the vehicle (replacement values are available on request) limited to 2.
 - 14.1.8 The customer acknowledges that the hirer itself shall not, under any circumstances, have any liability to the customer under or for any benefits under the policy or the accompanying arrangements, if any. Details of the policy and the separate explanatory brochure (and details of the accompanying arrangements, if any) are available for inspection by the customer at the hirer's head office, and the customer shall in any event be deemed to be aware of all the terms and conditions of the policy and the other arrangements, if any.
- 14.2. **CANCELLATION:**

Cover in terms of this insurance automatically expires at the end of the rental period.
- 14.3. **GENERAL EXCLUSIONS:**
 - 14.3.1 In terms of the CDW, TLW, SCDW and STLW, Phoenix Risk Solutions shall not be liable for: (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical or electrical breakdown, failures or breakages; (b) damage to tyres by application of brakes or road punctures, cuts or bursts; (c) damage to springs/shock absorbers due to inequalities of the road or other surface or impact with such inequalities; and (d) detention, confiscation or requisition by customers or other officials or authorities. e) loss of or damage to windshield and other glass, sump and or exhaust system whereby there is no loss or damage sustained to other parts of the vehicle by collision or theft f) loss of or damage to Radio/Tape/CD player and ancillary equipment unless the whole vehicle is stolen or damaged.
 - 14.3.2 Fraud if any claim under this policy is in any respect fraudulent, or if any fraudulent means or devices are used by the customer and or hirer insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy, or if any event is occasioned by the willful act or with the connivance of the customer and or hirer, the benefit afforded under this policy in respect of any such claim shall be forfeited.
 - 14.3.3 Towing charges and vehicle recovery costs in the event of an accident or in the event of abandonment of the vehicle.
 - 14.3.4 Damages to radio/tape and windows following a theft into the vehicle and/or attempt thereof as per section 1 (b) of the rental agreement.
 - 14.3.5 No cover will be provided for the use of vehicles for the conveyance, whether of passengers or goods, for reward.
 - 14.3.6 No motor waiver cover will be provided for anyone under the age of 23 years and over the age of 70 years. No cover will be provided for unauthorized drivers (as stipulated in the rental agreement refer to 5).
- 14.4. **OTHER TERMS AND CONDITIONS:** For any other terms and conditions, the master policy wording can be viewed at the hirer's head office or a copy of the wording can be obtained from Phoenix Risk Solutions.. **Other Insurance** - If at the time of any event giving rise to a claim under this policy, any insurance exists with any other insurers covering the customer against the defined events, then the hirer shall not be liable to make good any proportion of the amount payable by or to the customer in respect of such event covered, provided by this other policy.
- 14.5. **PERSONAL ACCIDENT INSURANCE (PAI) BENEFITS:** If insurance is accepted as indicated by the customer's signature under B of the insurance section of the rental contract, liability will be limited to the amount specified herein.

Defined events The company will pay to the customer and his passengers, on behalf of such person or his estate, the compensation stated in the rental agreement in the event of Bodily injury sustained as a result of accidental, violent, external and visible means in respect of such injury incurred within 3 months of the date of the accident. Cover shall only apply in respect of such injury incurred whilst the insured persons are seated in the rented vehicle or whilst boarding or alighting from the said vehicle during the rental contract period.

Permanent disability shall mean permanent total disability whereby the customer is unable to follow any occupation where such disability has incurred within 3 months of the date of the accident.

Medical expenses shall mean all costs and expenses necessarily incurred for artificial aids, prostheses, medical, surgical, dental, nursing home or hospital treatment as a result of bodily injury and incurred within 3 months of the date of the accident.

Limit Of liability
Accidental Death & Permanent Disability. The Maximum Limit of indemnity shall be R200 000 per person per incident limited to R500 000 in total per rented vehicle.
Medical Expenses. The Maximum Limit of indemnity shall be limited to R250 000 per incident and in total per rented vehicle.

Provisos It is declared and agreed that: 1. Phoenix Risk Solutions shall not be liable to pay, for death or disability resulting from an accident or series of accidents arising from one cause in respect of any one such person, more than the compensation payable for death or permanent disability and medical expenses; 2. unless otherwise provided herein, this section shall not apply to any such person under 15 or over 70 years of age; 3. after suffering accidental bodily injury for which compensation may be payable under this section, such person shall, when reasonably required by the company so to do, submit to medical examination and undergo any treatment specified. Phoenix Risk Solutions shall not be liable to make any payment unless this proviso is complied with to its satisfaction; 4 this section does not cover death or injury directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Specific exceptions **Phoenix Risk Solutions** shall not be liable to pay compensation for death, disability or medical expenses in respect of such person: (a) by his suicide or intentional self injury; (c) caused solely by an existing physical defect or other infirmity of such person; (d) as a result of the influence of alcohol, drugs or narcotics upon such person unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself); (e) as a result of his participation in any riot or civil commotion; (f) racing of any kind.