

In this agreement unless otherwise indicated:

“Damages”: Includes the expenditure in towing, transporting and storing the vehicle (including tyre and rim damage), replacing parts or accessories, the cost of an expert to inspect the collision damage and report thereon;

“Extended period” means: any period spanning beyond the date of return for which the vehicle is not returned to ‘CA Car Hire’ for whatever reason;

The contract or Rental Application means; the lease contract (to which these terms and conditions has been annexed) issued by ‘CA Car Hire’ to the lessee and signed by the lessee in respect of the vehicle rented by ‘CA Car Hire’ to the lessee and will have the effect of a legal binding contract between the parties and should be read with these standard terms and conditions;

“The lessee” means; the person whose name is reflected in rental application

“ The rental period” means; the period from the time and date the lessee takes possession of the vehicle until its return to CA Car Hire as indicated in rental application.

“The vehicle” means; the vehicle as described in the application (includes all tyres, equipment, tools, accessories and documents in and on the vehicle when the lessee takes possession of the vehicle) and includes any replacement vehicle authorised by “CA Car Hire” whether or not such a replacement was authorised by the lessee;

“Total loss” includes,

Damage such that the estimated cost of repairs, is in the opinion of ‘CA Car Hire’ uneconomical in relation to the vehicle and condition of the vehicle; or

Damage that has been declared to be a total loss by ‘CA Car Hire’ or any expert nominated by it; “Zone limit” means: the limit of 200km from Central Cape Town.

The singular shall include the plural, the masculine shall include the feminine, natural persons shall include legal and juristic persons and vice versa.

RENTAL OF THE VEHICLE

CA Car Hire rents the vehicle to the lessee, who hires the vehicle subject to the terms and conditions as set out herein. The lessee will be bound by these terms and conditions, whether he/she was the driver or not. The rental period starts on _____ for _____ days/months and will end on _____

DELIVERY AND RETURN

The vehicle shall be regarded to have been delivered in good order and without any damage. Any visible damage not reflected in the contract and initiated by both parties will be regarded as new damage. The said damage will be for accounts of the lessee as per rental terms and conditions. The lessee shall at his cost return the vehicle to ‘CA Car Hire’ with the same amount of petrol at the agreed return time/date specified in the ‘rental application’. No refunds will be made on vehicles returned with more petrol than started in rental application. If ‘CA Car Hire’ has to collect the vehicle from client there will be a charge depending on area. The vehicle will be returned no later than 12:00pm (twelve noon) on the return date, any vehicle returned later will be charge at R150 per hour and an once off admin fee of R650. The vehicle will be returned clean as received by lessee or a penalty of R195 will be charged in extreme cases where vehicle needs a valet R880 will be charged. The vehicle shall be returned to ‘CA Car Hire’ in the same condition as received, for wear and tear excepted and at the location specified in the ‘rental application’.

'CA Car Hire' shall at its sole discretion, on the expiry of this contract be entitled to take possession of the vehicle at any location or from whom so ever may be in possession. (Any costs incurred by the 'CA Car Hire' to retrieve the vehicle will be for the account of the lessee).

RENTAL AND DEPOSIT

The rental paid by the lessee for the use of the vehicle shall be; The rental calculated for the whole of the rental period at the rates and on the basis specified in the 'rental application' and paid in advance. On extended rentals a once off penalty of R700-00 (seven hundred rand) and 10% (ten percent) of the monthly rental of that specific vehicle will be charge per day on late payments not paid on the due date. The lessee hereby acknowledges this penalty to be fair and reasonable and undertakes to pay such penalty on demand. Should such penalty not be paid on demand the lessee agrees to the deduction of same from the deposit. Internet transfers should clear in the account of CA Car Hire on the due date and proof of payment should be sent to PAYMENTS@CACARHIRE.CO.ZA In the event that the lessee fails to pay any amounts due in accordance with his obligations in the terms of this agreement and the lessor is obliged to incur administrative costs to recover such outstanding amounts the lessee shall be liable for such costs, If rental is not paid three days after the due date the vehicle will be collected at the lessee's expense, the contract will be cancelled and the deposit forfeited. 'CA Car Hire' have the right to deduct any monies due by client as per lease agreement from deposit.

Monthly rentals must be paid into the following bank account:

Bank Name: Nedbank

Acc Name: CA Car Hire

Acc number: 1152727389

Branch Name: Century City Commercial Banking

Branch Code: 19262100

Reference: Name and Surname

There will be no rental refunds on vehicles returned before rental period expires. Should the lessee be dissatisfied with the rental vehicle, the rental vehicle may be exchanged should 'CA Car Hire' have another vehicle available. This is subject to 48 hours notice and an administration fee of R350.00. If the lessee returns the vehicle before the lease expires the deposit will be returned once the original lease expires as per signed agreement. The Lessee will pay the deposit as per rental application in advance of taking possession of the vehicle. The deposit shall only be refunded by 'CA CAR HIRE' once the rental agreement expired and the vehicle has been dropped off and undergone a full vehicle inspection. This will be done within 10 working days (unless there is damage to the vehicle and it is necessary to get quotes on repairing the damage. The deposit will only be returned once it has been established that there is no damage to the vehicle and no outstanding traffic offenses and or penalties by the lessee. The lessee is to settle these fines penalties in full before the deposit will be returned. If the lessee exceeded the 200km radius with the permission of CA CAR HIRE the deposit will only be returned once clearance of the different traffic departments has been received. The lessee will supply CA CAR HIRE with the details where the deposit will be refunded, credit card payment will be refunded to same credit card, EFT payment to the same bank account. All traffic fine/penalties incurred by the lessee during the rental will be subject to an administration fee of R350 per fine. In cases where the lessee gets a 'No admission of guilt' fine the contract will be cancelled with immediate effect and the deposit forfeited. There will be a contract/documentation fee of R220 on all signed agreements. All our vehicles are non smoker vehicles, a fine off R700 will be charged if we find any traces of smoking in our vehicle, a charge of R350 per sticker will be applied if removed. No animals in our vehicles a penalty of R850 will be charged if found a client transported any animals.

A 3% cash deposit fee must be added to all cash payments made at an ATM or Bank

USE OF VEHICLE

The lessee shall not exceed the radius of 200km from the rental location with the vehicles without receiving permission in writing from CA CAR HIRE. Should the lessee exceed the radius without permission CA CAR HIRE will receive notification via tracker and the lessee will be liable for any towing /recovery cost and the lessee will forfeit the deposit. Free call outs only refers to a mechanical breakdown within the 200km radius. Should any other problem occur there will be a callout charge of R320 and R7-00 per kilometre travelled ie; keys locked in car, flat battery due to lights left on, flat tyre or any negligence from the client. The Lessee shall not use the vehicle for; conveyance of people or goods, towing or motorsport. The lessee shall use the correct fuel, check the oil and water regularly and contact CA CAR HIRE immediately if any damage is detected. If the vehicle gets damage due to negligence of the lessee ie; driving without oil or water, not stopping when an oil or heat gauge comes on the repairs to the vehicle will be for the account of the lessee. The lessee shall make adequate provision for the safety and security of the vehicle, in particular but without limiting the generality of the aforementioned, the lessee shall keep the vehicle properly locked and secured when vehicle not in use. The lessee shall have unlimited mileage (in a 200km radius from Cape Town city centre) CA CAR HIRE will provide a recovery service providing the lessee has followed the terms and conditions in this agreement. The rental vehicle may under no circumstances be used outside the borders of South Africa, failure to comply will constitute in breach of the agreement and contract cancelled. It is the responsibility of the lessee to notify CA CAR HIRE when the vehicles licence disk has expired. A penalty of R950 will be charged if a vehicle is used on a gravel road.

THE DRIVER

During the rental period the vehicle may not be driven by any other person than the lessee and the driver added on the rental application for an additional R350. The lessee warrants that the vehicle will not be driven by himself or any other person whose blood alcohol concentration exceeds the legal limit or while under the influence of any narcotic and that he or she has a valid driver's licence. If the vehicle is driven by anyone other than the lessee or extra driver the rental agreement will be cancelled and the deposit forfeited. The lessee shall remain liable for any obligation in this agreement if the vehicle was used by someone not listed as an extra driver.

LIABILITY FOR DAMAGE AND THEFT

The vehicle shall be the sole risk of the lessee throughout the rental period. The lessee shall be liable for any loss or damage to the vehicle and any expenses incurred in recovering the vehicle during the rental period whether or not the loss or damage is attributable to the fault or negligence providing that if none of the situations set out is applicable, the liability shall be as follows: R3500 excess in case of theft or Hijack; R3500 excess in case of collision or anybody damage caused where the cost is more than R3500; there will be a R950 admin handling fee per incident in an event of any damage or loss to a vehicle. The lessee is not allowed to do any mechanical or body repairs to a vehicle. The lessee will be liable for the excess in any of these cases.

BREACH OF AGREEMENT

Breach of this agreement occurs but is not limited to when: the vehicle is not returned on the return date, no payment received on the due date, the vehicle is driven by a person not listed in the rental application, the vehicle is used outside the 200km radius without permission or the lessee breaches any material term of this agreement. If CA CAR HIRE find that the lessee did not inform the company about his or her new address when the client moved CA CAR HIRE reserves the right to cancel this agreement.

EXTENSION OF AGREEMENT

Should the rental period be extended the rate quoted will be adjusted in accordance with the rates applicable to the particular vehicle for the new period. Any changes to the original agreed rental period must be requested as soon as possible and in any event at least 72 hours before the original rental agreement expired, failure to notify any such change will result in a charge of R200 per day being levied in addition to the rental amount.

TERMINATION/CANCELLATION OF RENTAL AGREEMENT

Irrespective of anything to the contrary said in this rental agreement the company shall be entitled to end this agreement without any explanation at any time (oral or in writing depending on the situation) to the lessee and when this happens the lessee shall return the vehicle to CA CAR HIRE immediately. If the lessee fails to return the vehicle CA CAR HIRE shall be entitled at anytime to repossess the vehicle.

RESPONSIBILITY AFTER LOSS OR DAMAGE TO A VEHICLE

If the vehicle gets damage or any part of it stolen the lessee shall take every precaution to safeguard the vehicle and do the following where appropriate; the lessee shall notify CA CAR HIRE within an hour of the incident; the lessee shall obtain the names and addresses of the parties involved and witnesses. The lessee shall not admit any responsibility or liability nor release any party from any liability nor settle any claim against or by any third party. The lessee shall notify the police within 24 hours of the incident, the lessee shall provide all details to and requested by CA CAR HIRE within 24 hours, the lessee shall make adequate provisions for the safety and security of the vehicle, the lessee shall co-operate fully with CA CAR HIRE and their insurer in all ways relating to the occurrence. If the lessee is not the driver,, then without derogating from the lessee's obligations the lessee shall procure that the driver complies with the provisions set out in this agreement. The lessee shall within 24 hours of receipt thereof furnish to CA CAR HIRE any notice of claim demand or summons which the lessee or driver may receive in connection with the vehicle.

NON LIABILITY

Neither CA CAR HIRE nor any of its members, employees, servants or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the lessee of the vehicle, including and without limitation any defect or mechanical failure of the vehicle or the failure of CA CAR HIRE to detect defects or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or derelict which may be suffered by the lessee and/or any third party and/or passengers. CA CAR HIRE and its members, employees, servants or agents are accordingly indemnified by the lessee or his/her estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the renting of the vehicle contemplated in this terms and conditions.

EXCESS BUSTER

The excess is payable upfront and equals 15 percent of the total rental amount; the excess buster only covers the R3500 excess payable if the vehicle is stolen or a write off. The excess buster is not applicable when the damage on the vehicle is less than R3500. The excess buster does not cover rim or tyre damage.

TYRE BUSTER

The tyre buster is payable upfront and equals 5 percent of the total rental amount, the tyre buster covers any rim or tyre damage caused by the lessee.

WINDSCREEN BUSTER

The windscreen buster is payable upfront and equals 5 percent of the total rental amount, the windscreen buster covers any damage caused to any window or windscreen of the vehicle.

SMART TRACKER

If the lessee rent a vehicle with a smart tracker the lessee will be supplied with a card to operate the vehicle, if the lessee lose or damage the card it will cost R150 to replace, if the rental is not paid at 12 noon on the due date we will deactivate the vehicle and it will cost R 650 to reactivate the vehicle.

CONSENT CLAUSE

The client hereby consents that and authorise CA CAR HIRE to, at all times contact, request and obtain information from any credit provider or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebttness, whereabouts and creditworthiness of the lessee to any credit bureau or any credit provider seeking a trade reference regarding the clients dealings with CA CAR HIRE.

GENERAL

This rental agreement contains the entire agreement between the parties regarding the matter contained herein and neither party shall be bound by any undertakings, promises or the like not recorded herein and signed by or on behalf of the lessee and CA CAR HIRE. The lessee authorises CA CAR HIRE to insert any particulars in the agreement, which are not known or unavailable at the time of signing or to rectify any bona fide errors in any fact, figure or calculation. This agreement and all matters or disputes arising from it shall be governed in accordance with the laws of the Republic of South Africa. The lessee is not entitled to cede any of the rights under this agreement or to sublet or part with possession of the vehicle, its tolls or any equipment or any part of it. CA CAR HIRE 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 incurred. If the lessee enters this agreement on behalf of any principal, disclosed and/or disclosed, he shall be personally liable jointly and severally with the principal.

I the lessee and undersigned has read the terms and conditions and the annexed contract thoroughly and fully understand the contents, I do understand the penalties that I will be charged if I do not adhere to the contents of this agreement.

Signed aton this day.....

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Lessee Name and Surname
Lessee Signature

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CA CAR HIRE Staff Member
Staff Member Signature

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Witness Name and Surname

Witness Signature