

MASTER TERMS & CONDITIONS OF RENTAL

1. GENERAL

- 1.1. 'Driver' refers to the Renter and/or the driver and/or the Additional Driver as indicated in this Agreement and who must be 23 years old or older and who must have held a valid unendorsed driver's license for a minimum period of 2 years prior to this Agreement.
- 1.2. 'Renter' refers to any party to this Agreement whether the driver, additional driver, corporate customer by way of its authorised signatory hereto or qualified payer.
- 1.3. 'Rental Period' refers to the period between the date when the Vehicle is taken out by the Renter and the termination date and time as specified on the Agreement or, if such a period is extended, the time and date entered on EFR's records as being the date and time when the Vehicle is returned to ETH.
- 1.4. 'Vehicle' refers to the Vehicle/s identified in this Agreement or any other replacement vehicle provided to the Renter by ETH (including the Vehicle documents, keys, tyres, tools and accessories supplied with the Vehicle).
- 1.5. Vehicles are rented subject to ETH's standard terms and conditions as reflected herein. The renter will be bound by these Terms and Conditions, whether Renter was driving the vehicle or not.
- 1.6. References to the singular will include the plural, the male gender will include the female gender, and references to persons will include natural and juristic persons.

2. RENTAL REQUIREMENTS AND PAYMENT

- 2.1. At the time of rental, the following must be provided:
 - 2.1.1. ETH approved method of payment/or credit card.
 - 2.1.2. Full names; physical addresses; telephone number and local contact details.
 - 2.1.3. A valid, unendorsed Driver's Licence (correct license code as per vehicle category) and original Identity document or Passport.
- 2.2. Please refer to the ETH website www.flexirent.co.za for all rates, waivers, and limited liability amounts.
- 2.3. The renter is liable for:
 - 2.3.1. The Vehicle rental rates, cross border fees per border and other fees /charges as set out in this Agreement, whichever may be applicable.
 - 2.3.2. In the event that the Vehicle is not returned on the return date, all amounts that would have been payable by the Renter in terms of this Agreement if the Rental period had been validly extended to the actual date of return of the Vehicle to ETH.
 - 2.3.3. All costs incurred by ETH in repairing any damage of any nature whatsoever to the Vehicle and any loss or damages suffered by ETH as a result of theft, fire or any other cause whatsoever.
 - 2.3.4. All and any cost (including but not limited to) valet charges, towing /storage /release charges, tyres, rims, windscreens (if no theft or collision of the vehicle has occurred) cosmetic damage, water, and under-carriage damage to vehicle.
- 2.4. If payment by credit has been approved by ETH, signature hereof will constitute authority for the issuer of the card to debit the Renter with the total amount owing, inclusive of all costs and charges of whatsoever nature, arising in terms of this Agreement.
- 2.5. All amounts payable by Renter under this Agreement are payable on demand unless otherwise agreed by way of corporate account facility terms. If any payment is not made on its due date, then ETH may, without prejudice to any of its rights, charge interest on the amount due at prime plus 2%.

3. ADDITIONAL DRIVER & ADMINISTRATION FEE

- 3.1. An additional fee will be charged for an additional driver, provided that he/she is in possession of a valid, unendorsed driver's licence for a minimum of two years.
- 3.2. An administration fee per rental will be charged directly to the Renter at the time of rental.

4. COLLISION DAMAGE/THEFT WAIVER

- 4.1. Collision damage and theft waiver ("Waiver") is available to be purchased by the Renter in advance.
- 4.2. The Renter may not decline the Waiver unless:
 - 4.2.1. There is a valid corporate account opened in the Renter's name; and
 - 4.2.2. The Renter has signed ETH "Self-Insurance Agreement"; and
 - 4.2.3. The Renter has provided ETH with written proof from the Renter's insurers that all Vehicles rented are comprehensively insured.
- 4.3. The renter will be liable for the limited liability as printed and signed for on the rental agreement in the case of an incident, irrespective of who caused and/or who was negligent in respect of the collision or loss.
- 4.4. The Renter will be responsible for the market value/settlement value (greater of the two) of the vehicle, should theft/loss/damage be caused due to wrong and/or illegal actions or omissions (see 5 below for a detailed list of factors that negate the waiver) or if ETH's waivers were declined. A confirmation letter from the insurance will be required, stating that our vehicle is comprehensively insured.
- 4.5. A claim handling and assessment fee will be applied and charged to the Renter's credit card or account, in the event of damage/loss/theft of the vehicle.

5. FACTORS THAT NEGATE WAIVER

- 5.1. Any wrong and/or illegal actions or failure to act which results in damage or loss.
- 5.2. Driving under the influence of alcohol or substances that diminish your capacity.
- 5.3. Unauthorised persons driving the vehicle.
- 5.4. Taking the vehicle across any border without prior authorization.
- 5.5. Not adhering to traffic, road and driving regulations. Drivers/Operators license not adequate to relevant vehicle category.
- 5.6. Unsuitable driving or road conditions.
- 5.7. No other vehicles or third party involved in a collision.
- 5.8. Not reporting the collision to ETH and the nearest Police Station within 24 hours.
- 5.9. Failure to obtain authorisation from ETH and effect payment for the extension of the contracted rental period.
- 5.10. Failure to immediately report the theft of a vehicle to ETH and the nearest Police Station.
- 5.11. Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply.
- 5.12. Failure to report the exact details of the last known location of the vehicle prior to theft.
- 5.13. Not using the vehicle for its intended purpose, for example carrying unlawful goods.
- 5.14. Using the vehicle for agricultural purposes without prior authorization

6. DAMAGE/THEFT/LOSS

- 6.1. The Renter is required to contact ETH and the nearest police station immediately in the event of theft/loss. Damage must be reported to the nearest Police Station within 24 hours.
- 6.2. A Police Services Case Reference number must be obtained from the Police Station.
- 6.3. An Incident Report must be completed; these are obtainable from any ETH branch.

- 6.4. Where the vehicle is not drivable, phone the ETH Call Centre (0861 EQSTRA) and an authorised towing company will be appointed to tow the vehicle.
- 6.5. Flexi Rent reserves the right to provide/turn down a replacement vehicle.
- 6.6. Personal belongings stolen or lost during an incident are not covered by ETH's Waivers.
- 7. THIRD PARTY CLAIMS**
- 7.1. Should the Renter be involved in an accident where the fault was not that of the Renter, the Renter is still responsible and liable for the limited liability until a third-party recovery has been made by ETH. ETH will reimburse the Renter the amount paid less the claim handling fee.
- 7.2. Any Driver, Assistant or Operator, provided to the Renter by ETH, shall be deemed to be in the employ of the Renter for the duration of the agreement or any extension thereof and the Renter hereby indemnifies and holds ETH harmless against any actions that may be brought against ETH as a result of any action whether wilful or negligent of the Driver, Assistant or Operator.
- 8. TRAFFIC FINES & TOLLING FEES**
- 8.1. Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter and the Renter will be charged a fine handling fee in addition to the fine.
- 8.2. All toll fees charged during the rental period will be directed to the Renter.
- 9. CROSS BORDER TRAVELLING, FEES & LIMITED LIABILITY**
- 9.1. A letter of authorisation must be requested from ETH at the time of reservation for all cross-border travelling.
- 9.2. ETH will not be held responsible if a Renter is refused entry into another country.
- 9.3. All foreign registered vehicles will have to pay a Cross Border Charge at the Border. The Renter is responsible for the payment of the Cross Border Charge.
- 9.4. Vehicles are not allowed to cross borders on a one-way rental and needs to be returned to an ETH branch within South Africa. If a vehicle needs to be collected in another country, the charges will be for the Renter's account.
- 9.5. A DA331 form will be issued by the Border Authority and must be kept in the vehicle.
- 9.6. An additional fee will be levied should an accident/theft occur outside the borders of South Africa and a full repatriation fee will be levied for vehicles in Mozambique.
- 10. DELIVERY & COLLECTION**
- 10.1. NOTE: Any toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge.
- 10.2. The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against ETH if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata thereof.
- 10.3. Where delivery takes place outside of the place and time specified, the Renter's acceptance of delivery shall not constitute the delivery as being unsolicited.
- 10.4. On the return date the Renter shall return the vehicle at Renter's risk and expense to ETH at the place specified in the Rental Agreement and the keys must be handed to an ETH authorized representative, recorded as returned by ETH, the vehicle is parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.
- 10.5. The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to ETH.
- 10.6. By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by ETH free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by both parties on the vehicle condition document.
- 10.7. In the event of the vehicle's keys being damaged/lost, the Renter will be responsible to arrange and pay the lock smith as well as the replacement of the key and locks.
- 10.8. Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and ETH may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.
- 11. DEPOSITS, INTEREST EXCESS & FUEL**
- 11.1. A deposit for the applicable limited liability, fuel, toll fees or any sundry fees is required on initiation of a credit card rental. The Renter must be in possession of a credit card irrespective of product selection.
- 11.2. Each vehicle is refuelled on termination irrespective of whether Renter has filled the fuel tank or not and the Renter may be liable for an additional refuelling charge. The Renter is responsible for the fuel and kilometres during delivery and collection.
- 12. EXTENSION OF RENTAL**
- 12.1. If the Renter wishes to extend the rental beyond the original return date, written authorisation must be obtained from ETH. Failure to do so will result in breach of all terms and conditions and ETH will immediately negate all waivers.
- 12.2. Additional rental days will be charged directly to the Renter's account or credit card at the prescribed rate.
- 13. INDEMNITY**
- Unless any wrongdoing can be proven against/attribution to ETH, its agents or employees, ETH shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use thereof, nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. ETH does not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by ETH.
- 14. TERMINATION**
- 14.1. ETH will be entitled to terminate this Agreement if the Renter and/or the DRIVER commit any breach of this Agreement. ETH shall then be entitled to the immediate return of the Vehicle, and furthermore any amount then and there owing by the Renter to ETH will become immediately due and payable.
- 14.2. Both parties rights and obligations under this Agreement will continue to be in full force and effect until such time as the Vehicle has been returned to ETH in terms of this Agreement and the Renter has complied with all its obligations in terms hereof.
- 15. LEGALITIES**
- 15.1. The renter acknowledge that ownership of the Vehicle will at all times remain vested in ETH, or the true owner of the Vehicle.
- 15.2. The Renter will not be entitled to cede or assign any of its rights and obligations under this Agreement or to sublet or part with possession of the Vehicle.
- 15.3. If the Renter is not the Driver, then, without in any way detracting from the Renter's obligations in terms of this Agreement, the Renter and the Driver will be liable to US jointly and severally for all and/or any amounts owing under this Agreement.
- 15.4. All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the rental agreement (Renter's chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to ETH at their registered legal address: 9 Brewery Road, Isando, Johannesburg, South Africa.

- 15.5. The Renter consents to the jurisdiction of the Magistrate's Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice ETH in respect of their right to proceed in any court of competent authority.
- 15.6. This is the entire agreement, and no variation or cancellation shall be valid unless in writing and signed by the Renter and ETH.
- 15.7. A certificate of any director, manager, or accountant of ETH as to the amount owed by the Renter to ETH will, on the face of it, constitute proof of the amount owing.
- 15.8. ETH may claim and recover from Renter on demand all costs and expenses incurred by ETH in consequence, directly or indirectly, of any breach by Renter of this

- agreement, including attorney-and-client costs, collection commission and any costs of tracing Renter or the vehicle.
- 15.9. A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.
- 15.10. This agreement shall be governed by the laws of the Republic of South Africa.
- 15.11. By Renter's signature hereto, Renter hereby authorizes ETH to conduct ITC checks, or any other checks required by law on Renter, if necessary and to note any default in terms of this AGREEMENT and, in accordance with The National Credit Act's requirements, with any credit bureau, and the Renter holds ETH blameless for any consequences arising from the notation.

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SIGNATURE OF RENTER / DRIVER

Who warrant that he/she is authorised to sign.

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SIGNATURE OF ADDITIONAL DRIVER

Who warrant that he/she is authorised to sign.