



George Airport  
Stilbaai

43A Steadfray Avenue,  
Industrial Area, Stilbaai 6674

admin@skp1.co.za

082 337 3325 / 082 337 3322

## RENTAL TERMS AND CONDITIONS

### 1. DEFINITIONS

In this agreement, unless the context indicates otherwise, the following expressions shall bear the following meanings:

- 1.1 "VCR", "VISA" means VISA CAR RENTAL;
- 1.2 "the LESSEE" means renter 1 and/or renter 2 and includes the driver of the vehicle, as indicated on "Schedule";
- 1.3 "the DRIVER" means you and/or the driver and/or the additional driver as stipulated on "Schedule";
- 1.4 "the VEHICLE" means the vehicle identified in this document or any other replacement vehicle provided to you by us (including the vehicles document, keys, vehicle electronic or remote activation devices, tyres, tools and accessories supplied with the vehicle);
- 1.5 "the RENTAL PERIOD" means the period between the "Date and Time out" and the "Agreed return Date and Time" as specified on the schedule, or if such period is extended, the time and date entered on "VISA CAR RENTAL's" records;
- 1.6 "the OFFICIAL RATES" means our rates charged from time to time and/or in terms of the official rates published and amended from time to time, applicable to the vehicle rented in terms of this agreement and which are available at any of our offices;

### 2. RISK AND DELIVERY

- 2.1 The vehicle shall be at the LESSEE's sole risk from the date and time of delivery of the vehicle until the vehicle is returned to VCR. The LESSEE undertakes to return the vehicle undamaged, in good order and in a roadworthy condition, fair wear and tear accepted. The onus is on the LESSEE to inspect the vehicle immediately upon delivery to ensure that the vehicle is free of any defects and is not damaged and or scratched. The LESSEE's failure to do so and to report same to VCR shall result in the vehicle being deemed to be in good condition, order and repair and LESSEE shall accordingly be liable for all and any damages to the vehicle and the related charges therefore;
- 2.2 LESSEE shall return the vehicle, on the expiry or termination of this agreement, at LESSEE's expense to our authorized representative at the Agreed Return Location described on the schedule, or such location as agreed to by VCR and confirmed in this document and entered on VCR's records. The LESSEE acknowledges that failure to return the vehicle in terms of this agreement shall constitute illegal possession by LESSEE, and VCR may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof;
- 2.3 If the LESSEE or the driver or any person nominated on schedule returns the vehicle to VCR, the LESSEE and/or driver and/or such person shall:
  - 2.3.1 Park the vehicle in VCR's reserved parking;
  - 2.3.2 Ensure that the vehicle is properly locked and secure;
  - 2.3.3 Hand the keys of the vehicle to an authorized representative of VCR;
- 2.4 The sole risk of loss or damage to the vehicle shall remain vested in the LESSEE until such time as we have recorded the return of the vehicle and any related damages thereto;
- 2.5 In the event that the vehicle has a tracking device installed, all or any information obtained by us from such device shall be prima facie proof of all readings and recordings in respect of such vehicle and we shall be entitled to utilize it in any legal proceedings.
- 2.6 All vehicles of VCR are fitted with Ctrack tracking devices.

### 3. WARRANTIES BY YOU

LESSEE warrant that:

- 3.1 All information given by LESSEE to VCR is true and correct;
- 3.2 The LESSEE holds a valid driver's licence for the vehicle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her drivers Licence, and will not drive the motor vehicle under the influence of alcohol or any other central nervous system stimulant; in the event that the driver holds a Code C1 (code 10) drivers licence, VCR may have the right to charge additional rental deposits and waiver liabilities, or reserves the right to decline the rental;
- 3.3 Neither LESSEE, nor the driver, are physically prevented from operating the vehicle safely;
- 3.4 No person other than the driver and or additional driver recorded in the schedule, shall drive the vehicle;
- 3.5 The driver will lock the vehicle and activate any burglar alarm or protection system installed in the vehicle when same is not in use and ensure that the keys of the vehicle or any vehicle electronic or remote activation devices are properly controlled, to be kept either on you person, and/or in your safe custody, same may never be left unattended;
- 3.6 The vehicle shall not be used or driven for the conveyance of persons or property for hire, the vehicle may not be used in contravention of or in breach of any law, in any race, speed test or contest, or on roads to properly constructed;
- 3.7 The vehicle shall not be used or driven in any way which would constitute a breach of any law and or any of the provisions of this agreement;
- 3.8 LESSEE and/or the driver shall at all times display an absolute duty of care towards VCR in respect of the vehicle. LESSEE/the driver shall ensure that the vehicle shall only be used on suitable roads and conditions as in accordance with the type of the vehicle hereby rented, the full amount of the 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 but reasonable discretion of VCR, shall be paid in full by the LESSEE;
- 3.9 The vehicle has been rented on the basis that LESSEE are not a tour operator or agent/representative for such company. LESSEE further warrant that the vehicle is being used for leisure travel and not for the conveyance of passengers, or freight, or for reward and is not rented for the purposes of a cross-border road transport, as defined by die said Act;
- 3.10 Neither LESSEE nor any third party (authorized or unauthorized) are allowed to use the vehicle in contravention of any Customs and Excise Act.

### 4. PAYMENTS

- 4.1 LESSEE agree to pay VCR upon demand:
  - 4.1.1 The vehicle rental rates as set out and/or in terms of our official rates, whichever may be applicable;



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- 4.1.2 The cost of fuel supplied for the vehicle by VCR which cost will be calculated upon return of the vehicle, the fuel charges shall include the cost of fuel to and from the fuel depot to such location, as well as all delivery and collection charges as stipulated on the schedule;
- 4.1.3 All traffic fine admin fees, rental admin fees – taxes, charges, stamp duties, levies, legal costs and tolls payable by VCR to any third party arising out of LESSEE's use of the vehicle;
- 4.1.4 All and any costs (including but not limited to) towing charges, losses or damages and charges incurred by VCR in procuring the return of the vehicle to the Agreed Return Location described above, or such other location as determined by VCR;
- 4.1.5 In the event that the vehicle is not returned on the return date, all amounts that would have been payable by LESSEE in terms of this agreement of the rental period had been validly extended to the actual date of return of the vehicle to VCR;
- 4.1.6 All costs incurred by VCR in repairing any damage of any nature whatsoever to the vehicle including but not limited to damage to the windscreen and/or tyres and any loss or damages suffered by VCR as a result of theft, fire or any cause whatsoever;
- 4.1.7 Such valet charge as may be levied for cleaning of the vehicle;
- 4.1.8 Such accident admin fee, assessors fee and traffic offence/toll handling fee that may be levied by VCR;
- 4.1.9 The liability amount as stipulated overleaf in respect of the waivers, on the date of incident/accident, irrespective of who caused and/or who was negligent in respect of the collision or loss;
- 4.1.10 All storage costs/charges which result from the vehicle having to be stored for any reason whatsoever.
- 4.2 If VCR have agreed to payment from LESSEE by credit/debit card, LESSEE's signature shall constitute authority for the issuer of the cards to immediately debit LESSEE with the total amount agreed upon, inclusive of all costs and charges of whatsoever nature, arising in terms of this agreement;
- 4.3 all additional charges as indicated shall be payable by LESSEE. All charges may be debited to LESSEE's credit card from such authorization and/or deducted from any deposit paid. These amounts shall be non-refundable, until such time as VCR have raised all charges payable in terms of this agreement. Any balance then owing shall be refunded/released to LESSEE;
- 4.4 LESSEE shall pay all amounts payable by LESSEE under this agreement to VCR, on demand. If any payments is not made on its due date, then VCR may, without prejudice to any of VCR's rights, charge interest on the amount due at the maximum rate permissible by law. LESSEE shall not be entitled to set off any amounts whatsoever and payment must be made in full;
- 4.5 VCR may request the LESSEE to provide additional information at time of rental which includes proof of residence, proof of employment and banking details as it may deem necessary for any on-line reservation or credit card payment.
- 5. LIABILITY WAIVER**
- 5.1 If LESSEE, and or the driver have purchased in advance the collision damages waiver (CDW) and/or theft loss waiver (TLW) or a super waiver ("SCDW/STLW") as stated above then LESSEE's liability for such damage may not exceed the amount as stated or as advertised by VCR from time to time;
- 5.2 Any undercarriage damages, whatsoever, and/or any water damages when the vehicle is driven through or in water, and/or any damages howsoever caused to the vehicle in a collision or otherwise, while same is utilized/driven on a sand or gravel road, and/or any damage caused by dust storms, are all, specifically excluded from the liability waiver/s contained in paragraph 5 hereof and LESSEE shall be liable for the full charges of any such damage to the vehicle. Furthermore all damages caused from or by potholes and/or hail, are excluded unless the below extra waivers are purchased by LESSEE; in instances where undercarriage damage forms part of an inclusive rate offering and it is found that such damage is due to negligence, then LESSEE is responsible and liable for the full cost of damage;
- 5.3 Any third party property/apparel, damaged, lost or stolen is not covered by the liability waivers;
- 5.4 In the event that LESSEE utilize an attachment/trailer to VCR's vehicle that is not suitable for the vehicle then said waivers shall not apply;
- 5.5 Any liability waiver is specifically not valid if LESSEE are in breach of this agreement. In this event, any payment received for the liability waivers shall be utilized as a part payment for all losses suffered by VCR;
- 5.6 Any tyre, glass and winscreen damage is further excluded from the S/CDW, S/TLD waivers, if no theft or collision with another vehicle has occurred;
- 5.7 A further waiver for tyre and glass damage (TGDW) may be purchased by LESSEE, at an additional cost, in respect of tyre damage, including but not limited to pothole damage to the tyres only, and/or vehicle glass damage, further waiver for hail damage (HDW) may be purchased at an additional cost for vehicle damage caused by hail. The TGDW and HDW waivers are valid only in instances where there has not been a collision with another vehicle, and provided that LESSEE are not in breach of this agreement;
- 5.8 A non-refundable claim administration fee, assessors fee and towing charges are payable by LESSEE for each incident and are not included in any of the waiver charges, and is payable by LESSEE, irrespective of who/what causes the damages;
- 5.9 Where VCR is able, subject to economic legal cost, to recover full damage costs from a third party, LESSEE will be entitled by a proportionate refund of LESSEE's liability amount paid. It is noted that the third party recovery process is long and may take up to three years with no guarantee of success in recovery in which case VCR is not liable for any refund;
- 5.10 In the event that the repair time of the vehicle exceeds a 14 (fourteen) business day period after the date of the damage to the vehicle, then and in that event, VCR shall be entitled to charge LESSEE the standard daily rental charge as advertised by VCR from time to time, from the expiry of the 14 (fourteen) day period referred to herein before up and until the vehicle is repaired and returned to VCR, this being our liquidated damages for down time of the said vehicle;
- 5.11 Take note that any warning light which may appear on the instrument panel of the vehicle must immediately be adhered to and the vehicle must immediately stop being driven. Any driving under these circumstances shall cause damages to the vehicle and LESSEE shall be in direct breach of this agreement which shall result in LESSEE being liable for the full damages to the vehicle, and the liability waivers shall not apply;



5.12 Minor damage waiver (MDW) may be purchased by LESSEE at an additional cost in respect of any minor damage below R2500. The MDW is only valid in respect of minor damage and cannot be offset against any other damages in excess of R2500 and provided LESSEE are not in breach of the agreement.

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5.13 In the event of the vehicle being damaged, VCR in its sole discretion shall nominate a panelbeater of its choice to carry out the necessary repairs. Furthermore if the vehicle is stolen or damaged to the extent that it cannot be economically repaired and is declared by VCR or its appointed assessor to be write-off, then the LESSEE shall pay the amount as determined by VCR in its sole discretion.

#### 6. EXTENTION OF RENTAL PERIOD

6.1 LESSEE will be entitled at any time during the rental to extend the rental period. Availability of the vehicle rented by the LESSEE, needs to be confirmed before such extention of rental period will be granted. The extension can be done orally, via telephonic communication to VCR's office;

6.2 This extension will however only be valid if made within 2 (two) hours prior to the previously stipulated vehicle return time. The extension will be subject to VCR securing additional payment from LESSEE;

6.3 This oral extension will be recorded on VCR's electronic database for reference purposes to protect both VCR and LESSEE;

6.4 It is LESSEE's obligation to obtain the details of the consultant and any reference number in respect of any valid oral extension;

6.5 VCR reserve the right to request that the vehicle first be inspected prior to any extension being authorized.

#### 7. BREACH

7.1 in the event that LESSEE breach any terms and conditions of this agreement, VCR shall be entitled without prejudice to any of its rights in law to immediately and without notice terminate this agreement and demand forthwith the return of all vehicles from LESSEE. The parties rights and obligations under this agreement shall continue to be in full force and effect until such time as the vehicles have been returned to VCR and LESSEE have complied with all LESSEE's obligations in terms thereof including but not limited to payment made in full without set off. VCR shall be entitled to charge the standard brochure rate until the vehicle has been returned to VCR;

7.2 the amount then and there owing by LESSEE to VCR shall become immediately due, owing and payable;

7.3 the losses/damages suffered by VCR in terms thereof, refers inter alia to the full repair cost, alternatively the full current new list price, and/or all third party claims that may be applicable, for which LESSEE shall be entirely liable.

#### 8. CIVIL DISTURBANCE

8.1 the LESSEE shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest;

8.2 LESSEE shall be liable for all damage suffered by VCR if the driver contravenes this clause for any reason whatsoever;

8.3 specifically, the liability waiver in clause 5 above shall be negated and any damages to the vehicle shall be paid for by LESSEE.

#### 9. INDEMNITY

9.1 Save as is provided for in law and provided that there was no gross negligence on our part, VCR shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, or any apparel therein including, but not limited to a trailer and or a baby seat, nor for any loss or damages to any property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which LESSEE or the driver or any person transported in the vehicle or any other person may suffer arising out of this agreement or otherwise. LESSEE indemnity VCR in full in this regard.

#### 10. RESPONSIBILITY AFTER LOSS OR DAMGE TO VEHICLE

10.1 If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stolen, or is involved in any incident which could prejudice VCR's rights, LESSEE shall take all such steps to safeguard our interest, including, but not limited to the following where appropriate;

10.1.1 LESSEE shall obtain the name and addresses of everyone involved and of possible witnesses;

10.1.2 LESSEE shall not admit any responsibility or liability or releases 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;

10.1.3 LESSEE shall notify the police and VCR as soon as possible and in any event within 24 (twenty four) hours of the incident and furnish VCR with the police case number and copy of the police report;

10.1.4 within 48 (forty eight) hours of the incident LESSEE shall complete and deliver to VCR our fully completed standard claim form;

10.1.5 within 48 (forty eight) hours of the incident LESSEE shall deliver a copy of his/her drivers licence to VCR, if not already provided;

10.1.6 LESSEE shall ensure the safety and security of the vehicle;

10.1.7 LESSEE shall cooperate with VCR and VCR's insurer, attorneys and recovery agents in any investigation, the lodging or instituting of any claim or action and the defence of any prosecution, claim or action relating to the above;

10.1.8 if LESSEE is not the driver, then, without in any way detracting from LESSEE's obligations in terms of this clause, LESSEE shall ensure that the driver complies with the provisions of this clause 10. If LESSE is not the driver and the driver does not comply with the conditions set out in this clause 10, LESSEE shall automatically become liable for all damages/loss including third party claims;

10.1.9 LESSEE shall deliver to VCR, and if LESSEE is not the driver, LESSEE shall also ensure that the driver delivers to VCR any notice of claim demand, summons or the like which LESSEE or the driver may receive in that regard;

10.1.10 LESSEE and or any other party shall not be entitled to effect any repairs to the vehicle whether mechanical, structural or otherwise, except at the written instruction of VCR;

10.1.11 LESSEE shall not be entitled to tow our vehicle or in any way, manner or form to effect LESSEE's own repairs to VCR's vehicle;

10.1.12 VCR reserves the right to claim for all damages (including all damage to the vehicle, which is not covered by the liability wavier), resulting from this rental.

#### 11. GENERAL



11.1 LESSEE acknowledge that ownership in the vehicle shall at all times remain vested in VCR, or the true owner of the vehicle;

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- 11.2 LESSEE shall not be entitled to cede or assign any of LESSEE's rights and obligations under this agreement or to sublet or part with possession of the vehicle, its tools or equipment or any part of it;
- 11.3 fuel for the vehicle is not included in the VCR rates. Vehicles are delivered to LESSEE fully fueled and all vehicles will be refueled by VCR on return, irrespective of whether the LESSEE has filled it or not cost of which will be debited to the LESSEE.
- 11.4 Any tampering by LESSEE with the odometer of the vehicle will be regarded as fraud. Where required in determining the rental charges, the distance driven by LESSEE or the driver shall be measured from the odometer installed in the vehicle. If such calculation is not practical, or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as VCR may determine and LESSEE shall be obliged to furnish all such information and assistance as VCR may reasonably require for that purpose;
- 11.5 If the LESSEE is not the driver, then, without in any way detracting from the LESSEE's obligations in terms of this agreement, the LESSEE and the driver shall be liable to VCR jointly and severally for all and or any amounts owing under this agreement, including but not limited to damages;
- 11.6 save as otherwise stated in this agreement any addition to, alteration or cancellation of this agreement shall be nul and void unless agreed upon by VCR in writing;
- 11.7 the parties consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the parties, for all purposes under this agreement, notwithstanding that the subject matter or cause of action involved be otherwise beyond the jurisdiction of the said court;
- 11.8 LESSEE choose the address as LESSEE's *domicilium citandi et executandi* where LESSEE will receive notices and/or court processes for all purposes in terms of this agreement, at the LESSEE's address specified in the schedule or in the case of that address to being in the Republic of South Africa, at the driver's local address specified in the schedule;
- 11.9 this document contains the entire agreement between the parties regarding the matters contained herein and VCR shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law;
- 11.10 it is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clause shall be and continue to be of full force and effect;
- 11.11 This agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa;
- 11.12 The LESSEE hereby consents and authorizes VCR to disclose all relevant information of the LESSEE/driver to SANRAL and any road traffic authority for the recovery of any traffic fines in respect of the driver of the vehicle;
- 11.13 The LESSEE consents to any credit/information check or submission to any credit bureau that may become necessary;
- 11.14 LESSEE agree to pay all VCR's costs and damages, of whatsoever nature and howsoever arising in respect of the recovery of the vehicle/s or monies due owing and payable to VCR including but not limited to racing fees, attorney's fees on an attorney and own client scale, and collection commission.

## 12. CONSENT TO THE USE OF PERSONAL

- 12.1 LESSEE hereby consent to the authorized use of LESSEE's personal information/Special Personal Information by VCR for purposes of processing. LESSEE consent in terms hereof is effective immediately and endures until the relationship between VCR and LESSEE is terminated by either party. Personal information/Special Personal Information and Processing are as defined in the Protection of Personal Information Act, 4 of 2013 which meanings are incorporated herein and LESSEE hereby undertake as LESSEE's obligation to update LESSEE's personal and special information.
- 12.2 VCR record that VCR, in our sole discretion, have the right to choose to rent a vehicle to LESSEE, even if a rental booking has been made or a deposit has been paid, in this event a full refund shall be repaid to yourself.

## NOTIFICATION IN RESPECT OF CANCELLATION AND OR REFUND : SOUTH AFRICA

The LESSEE must notify VCR, in writing or telephonically, of any cancellation due within 24 hours prior to collection, and or delivery, of the rental vehicle.

Formal notice by LESSEE of cancellation must be addressed to [admin@skp1.co.za](mailto:admin@skp1.co.za) or call on 082 337 3322/5.

Upon receipt of the notice of cancellation, VCR shall be entitled up to a period of 21 (twenty one) working days to process a refund to the LESSEE.

If a booking is not cancelled in writing or telephonically, or is cancelled 48 hours from pick up, or the LESSEE is a no-show, a no show fee will be charged up to the full Rental Agreement amount.

If a booking is cancelled between 2 and 7 days from pick up, the LESSEE will be charged the 50% of the full rental agreement amount and the balance will be refunded.

If a booking is cancelled more than 7 days before pick up, No cancellation fee will be charged.

Irrespective of the above, and in the event and to the extent that any cancellation, failure and/or delay is caused by, or as a result of force majeure, VCR shall not be liable to the LESSEE for any refund, but the LESSEE shall be entitled to a credit and reschedule/postpone bookings to a date within 6 months of the booking.

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SIGNED AT \_\_\_\_\_ ON \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_

LESSEE

\_\_\_\_\_

LESSOR

WITNESS:

1. \_\_\_\_\_

2. \_\_\_\_\_