

**TERMS AND CONDITIONS OF RENTAL – HERTZ, HERTZ RIDE FIREFLY, DOLLAR AND THRIFTY (SOUTH AFRICA, NAMIBIA AND BOTSWANA) – UPDATED AUGUST 2025**

**PLEASE NOTE THAT THESE ARE IMPORTANT CONDITIONS THAT REQUIRE YOU TO INDEMNIFY US, WHICH LIMIT OUR LIABILITY TOWARDS YOU, OR WHICH OTHERWISE LIMIT YOUR RIGHTS AND SHOULD BE READ CAREFULLY. THESE TERMS WILL BE IN THE SAME STYLE AS THIS PARAGRAPH. BY USING OUR PRODUCTS AND SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, ACCEPT, AND WILL BE BOUND BY THIS RENTAL AGREEMENT. IF YOU HAVE QUESTIONS REGARDING ANY OF THESE TERMS AND CONDITIONS, PLEASE PHONE OUR CUSTOMER SERVICE CENTRE 0861 600 136.**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1. In this Rental Agreement, unless the context indicates otherwise:

- 1.1.1. **“AARTOA”** means the Administrative Adjudication of Road Traffic Offences Act 46 of 1998, including its regulations, as amended or replaced from time to time;
- 1.1.2. **“Additional Driver”** means any person who, in addition to the Driver, has signed the Rental Form as an Additional Driver and is reflected on the Rental Agreement as permitted by the Lessor to drive the Vehicle / Motorcycle;
- 1.1.3. **“Collision Damage Waiver”** means that, provided the Waiver is purchased before commencement of the Rental, the Lessor will reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in respect of Damage to the Vehicle and / or Motorcycle, save in respect of the circumstances set out in clause 14;
- 1.1.4. **“Contract Fee”** means an administration fee for conclusion and safekeeping of the Rental Agreement in the amount stipulated on the Rental Form which is charged for each 30 (thirty) days of rental or part thereof;
- 1.1.5. **“CPA”** means the Consumer Protection Act 68 of 2008, including its regulations, as amended or replaced from time to time;
- 1.1.6. **“Damage(s)”** means any and all damages, costs or expenses, suffered by the Lessor, of whatsoever nature in relation to the Vehicle and / or Motorcycle whilst the Vehicle and / or Motorcycle was in the possession of the Renter, and includes a Total Loss where applicable. An invoice, job card, quotation or similar document produced by the Lessor shall be regarded as sufficient proof of any such damages, costs or expenditure;
- 1.1.7. **“Day”** means a period of 24 (twenty-four) hours (or any part thereof), calculated from the time the Vehicle and / or Motorcycle is rented by the Renter in accordance with the Rental Agreement;
- 1.1.8. **“Driver”** means the person identified on the Rental Form as the Driver and who shall be at least 18 (eighteen) years old for the rental of a Vehicle and 23 (twenty-three) years old for the rental of a Motorcycle and shall hold a valid, unendorsed, and acceptable driver’s license issued in an official South African language; and shall not be prohibited from driving or operating a Vehicle and / or Motorcycle in terms of section 25 of the AARTOA
- 1.1.9. **“Drop Fee”** means a fee that shall be charged when a Vehicle is returned to any location that is not the Renting Location (for the avoidance of doubt, a Drop Fee is not applicable to the rental of Motorcycles);

- 1.1.10. **“Equipment”** means equipment such as, inter alia, a navigation device, infant seat, child or booster seat, helmet, jacket and/or panniers that may also be booked at the time of booking the Vehicle and/or Motorcycle;
- 1.1.11 **“Glass and Tyre Waiver”** means that, provided the Waiver is purchased before commencement of the Rental, the Lessor will reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in respect of Damage to the Glass and Tyre’s of Vehicle and/or Motorcycle, save in respect of the circumstances set out in clause 14.
- 1.1.12 **“Hail Damage Waiver”** means that, provided the Waiver is purchased before commencement of the Rental, the Lessor will reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in respect of Damage to the Vehicle and/or Motorcycle, save in respect of the circumstances set out in clause 14
- 1.1.13. **“Lessor”** means Hertz, Hertz Ride, and/or Firefly, a division of CFAO Mobility (Pty) Ltd which is a Hertz International Franchisee;
- 1.1.14. **“Liability”** means the amount payable by the Renter in respect of Damages to the Vehicle and/or Motorcycle, which shall include Total Loss where applicable;
- 1.1.15. **“Loss/Damage Administration Fee”** means an administration fee charged by the Lessor, per incident, for the processing of claims relating to Damage or loss incurred in respect of, or theft of, the Vehicle and/or Motorcycle, as set out in the Rental;
- 1.1.16. **“Motorcycle”** means each motorcycle described in a Rental Form as the motorcycle which is the subject of a Rental, including, without limitation all keys, tyres, tools, Equipment, accessories and documents in and on the motorcycle when the Renter takes delivery of the motorcycle and includes any replacement motorcycle;
- 1.1.17. **“Parties”** means the parties to this Rental Agreement and “Party” means anyone of them as the context requires;
- 1.1.18. **“Processing Fee”** means a fee which is charged, per incident, for the processing of parking, speeding or other notices of infringement as well as toll tariffs and e-toll fees, per transaction, incurred in respect of the Vehicle and/or Motorcycle whilst it is at the risk of the Renter;
- 1.1.19. **“Rates”** means the rates payable by the Renter for the Rental of a Vehicle and/or Motorcycle in terms of this Rental Agreement;
- 1.1.20. **“Rental”** means the renting of a Vehicle and / or Motorcycle by the Renter as contemplated in this Rental Agreement;
- 1.1.21. **“Rental Agreement”** means the Rental Form read together with these Terms and Conditions of Rental, warnings and instructions provided when the keys of the Vehicle and / or Motorcycle are handed to the Renter and all notices sent or provided to the Renter;
- 1.1.22. **“Rental Form”** means the printed form to which these Terms and Conditions of Rental are attached.
- 1.1.23. **“Rental Period”** means the period commencing on the date and at the time at which the Driver completes the Rental Form and terminating on the date and at the time at which the Driver is required to return the Vehicle and / or Motorcycle to the Lessor, and includes an extended period as contemplated in clause 3 below;

- 1.1.24. **“Renter”** means the person (including juristic persons) who entered into this Rental Agreement with the Lessor, and includes the Driver and, if applicable, the Additional Drivers, jointly and severally;
- 1.1.25. **“Renting Location”** means the Lessor’s premises from which the Vehicle and / or Motorcycle is rented by the Renter or alternatively any location agreed upon by the Lessor;
- 1.1.26. **“Super Waiver”** means that, provided the Waiver is purchased before commencement of the Rental, the Lessor will further reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in respect of the Collision Damage Waiver or Theft Protection Waiver, save in respect of the circumstances set out in clause 14;
- 1.1.27 **“Super Waiver, with Zero Liability”** means, provided the Waiver is purchased before commencement of the Rental, the Lessor will further reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in respect of the Collision Damage Waiver, Theft Protection Waiver, save in respect of the circumstances set out in clause 14;
- 1.1.28. **“Theft Protection Waiver”** means that, provided the Waiver is purchased before commencement of the Rental, the Lessor will reduce the Liability of the Renter, to the liability amount reflected on the Rental Form, in the event of the theft of the Vehicle and/or Motorcycle, save in respect of the circumstances set out in clause 14;
- 1.1.29 **“Third Party”** means any person or entity who is not the Renter, Additional Driver, or the Rental Company. This includes, but is not limited to other motorists, property owners, and any insurers or legal representatives acting on behalf of such individuals or entities whose property or motor vehicle may be involved in or affected by an incident related to the rental Vehicle
- 1.1.30 **“Third Party Damage”** means any claims made by a third party in respect of Damages or loss that the Renter has actually or is alleged to have caused to a vehicle or property of a third party during the Rental Period;
- 1.1.31. **“Total Loss”** means an amount equal to the retail value of the Vehicle and/or Motorcycle as reflected in the Auto Dealer’s guide, as published by TransUnion Auto Information Solutions or any replacement publication nominated by the Lessor, or if not reflected therein, the new list price of the Vehicle and/or Motorcycle as supplied by the manufacturer, as at the date of loss, less any salvage, where Damage occurs to the Vehicle and/or Motorcycle to such an extent that the estimated cost of repairs is such that the Vehicle and/or Motorcycle is, in the reasonable assessment of the Lessor, uneconomical to repair to the value of the Vehicle and/or Motorcycle and the condition of the Vehicle and/or Motorcycle, or the Vehicle and/or Motorcycle is stolen;
- 1.1.32. **“Tourism Levy”** means an amount charged to the Renter where the Renting Location is in South Africa and paid by the Lessor to the Tourism Business Council of South Africa;
- 1.1.33. **“Valet Fee”** means an amount charged if a Vehicle and/or Motorcycle requires valet cleaning;
- 1.1.34. **“Vehicle”** means each motor vehicle described in a Rental Form as the motor vehicle which is the subject of a Rental, including without limitation all keys, tyres, tools, Equipment, accessories and documents in and on the Vehicle when the Renter takes delivery of the Vehicle and includes any replacement vehicle; and

1.1.35. **“Waiver”** means any of the Super Waiver, Collision Damage Waiver, Glass and Tyre Waiver, Hail Damage Waiver or Theft Protection Waiver, which shall be purchased before commencement of the Rental.

- 1.2. Words and phrases defined in the Rental Form shall have the same meaning assigned to them in these Terms and Conditions and the other way round.
- 1.3. No provision herein shall be construed against or interpreted to the disadvantage of a Party because of such Party having or being deemed to have structured, drafted, or introduced such provision.
- 1.4. The words “include” and “including” mean “include without limitation” and “including without limitation”. The use of the words “include” and “including” followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5. Reference to one gender includes all the genders; and the singular form of a word includes the plural and the plural form includes the singular.

## **2. RENTAL OF THE VEHICLE AND / OR MOTORCYCLE**

- 2.1 All rentals are subject to a credit check at the counter. Notwithstanding a favorable result, the Lessor reserves the right to decline any rental application/reservation at its sole discretion. If the renter fails the credit check, the rental will not proceed
- 2.2 The Lessor rents the Vehicle and/or Motorcycle to the Renter, who hires the Vehicle and/or Motorcycle for the duration of the Rental Period, subject to the terms and conditions contained within the Rental Agreement.
- 2.3 Rates are subject to change if any changes are made after the date of the original reservation confirmation.
- 2.4 Rates are subject to change if any changes are made after the date of the reservation confirmation.
- 2.5 A credit card in the Renter’s name is needed when collecting the vehicle.

## **2.6 CREDIT CARD REQUIREMENT ON SELECTED RENTALS**

2.6.1 For selected categories of rentals:

2.6.1.1 You must present two credit cards, both in the Renters name. One card is used to pay for the rental, the other is used as security. Both cards must be shown at checkout. Hertz reserves the right to decline any rental application/reservation at its sole discretion.

## **3. TERM OF THE RENTAL AGREEMENT**

- 3.1. This Rental Agreement commences on the commencement date as indicated in the Rental Form to which this Rental Agreement is attached and will continue until the return date, unless terminated earlier in accordance with the provisions of this Rental Agreement.
- 3.2. The Renter acknowledges and agrees that:
  - 3.2.1. the return date as set out in the Rental Form is the expiry date of this Rental Agreement; and
  - 3.2.2. this Rental Agreement will not automatically continue after the return date.

- 3.3. The Renter may request an extension of the Rental Period by giving the Lessor at least 24 (twenty-four) hours written notice prior to the return date. The Rental Period shall only be extended on acceptance by the Lessor in writing of the proposed extended period by the Renter and will be subject to the terms and conditions of this Rental Agreement.
- 3.4. The Renter may cancel this Rental Agreement before the return date by returning the Vehicle and/or Motorcycle to the Lessor. The Renter will be liable to pay the Lessor:
- 3.4.1. all amounts which the Renter owes to the Lessor under this Rental Agreement at that time, which includes the usual Rates and charges applicable to the period for which the Vehicle and/or Motorcycle was actually rented and/or kilometers travelled; and
  - 3.4.2. Rates are subject to change if any changes are made after the date of the rental. Whether by extension or reduction in rental days, the renter acknowledges that Hertz reserves the right to amend its rates accordingly.

#### **4. EXCLUSION OF LESSOR'S LIABILITY**

- 4.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LESSOR WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE WHICH MAY BE SUFFERED BY THE RENTER AND/OR ANY THIRD PARTY AND/OR PASSENGER ARISING OUT OF THE RENTAL OF THE VEHICLE AND / OR MOTORCYCLE BY THE RENTER, EXCEPT TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS DIRECTLY OCCASIONED BY THE FOLLOWING:
- 4.1.1. THE LESSOR ACTED WITH NEGLIGENCE OR FRAUDULENT INTENT;
  - 4.1.2. THE LESSOR ACTED IN BREACH OF ITS OBLIGATIONS IN TERMS OF THIS RENTAL AGREEMENT; OR
  - 4.1.3. THE LESSOR PROVIDED THE RENTER WITH AN UNSAFE, HAZARDOUS OR DEFECTIVE VEHICLE AND / OR MOTORCYCLE, AS CONTEMPLATED IN SECTION 53 OF THE CPA.
- 4.2. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LESSOR SHALL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE WHICH MAY BE SUFFERED BY THE RENTER AND/OR ANY THIRD PARTY AND/OR PASSENGER DURING THE RENTAL PERIOD OF THE VEHICLE AND / OR MOTORCYCLE BY THE RENTER AS A RESULT OF ANY MISUSE OF THE EQUIPMENT RENTED FROM THE LESSOR.
- 4.3. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LESSOR SHALL NOT BE LIABLE FOR ANY HARM, LOSS OR DAMAGE CAUSED, WHETHER DIRECTLY OR INDIRECTLY, AS A RESULT OF THE OPERATION OR USE OF ANY NAVIGATION DEVICE.
- 4.4. THE RENTER IS LIABLE FOR DAMAGED OR MISSING EQUIPMENT, SAVE WHERE THIS DAMAGE OR LOSS WAS OCCASIONED DIRECTLY BY THE ACTS OR OMISSIONS OF THE LESSOR. THE RENTER'S LIABILITY IN THIS REGARD WILL BE THE LESSER OF THE REPAIR VALUE OF THE EQUIPMENT, IF APPLICABLE, OR THE CURRENT RETAIL VALUE OF THE EQUIPMENT AT THE TIME OF DAMAGE OR LOSS. THE OPTION TO REPAIR DAMAGED EQUIPMENT SHALL BE AT THE DISCRETION OF THE LESSOR. THE RENTER ACKNOWLEDGES ITS LIABILITY FOR THE RELEVANT REPAIR VALUE OR RETAIL VALUE, AS APPLICABLE, UNDER THIS CLAUSE 4.4.

## **5. DELIVERY OF THE VEHICLE AND / OR MOTORCYCLE**

5.1. Delivery of the Vehicle and/or Motorcycle to the Renter shall occur at the time and at the Renting Location at which the Renter takes possession of the keys and/or the Vehicle and/or Motorcycle.

5.2. THE RENTER, BY TAKING POSSESSION OF THE VEHICLE AND / OR MOTORCYCLE, HEREBY ACKNOWLEDGES THAT IT HAS BEEN GIVEN A REASONABLE OPPORTUNITY TO INSPECT THE VEHICLE AND / OR MOTORCYCLE BEFORE DELIVERY. THE RENTER HAS INSPECTED THE VEHICLE AND / OR MOTORCYCLE FOR DAMAGE TO PAINTWORK, UPHOLSTERY, AND OTHER VISIBLE PARTS OF THE VEHICLE AND/OR MOTORCYCLE AND CONFIRMS THAT:

5.2.1. SAVE AS RECORDED ON THE VEHICLE AND / OR MOTORCYCLE INSPECTION REPORT PROVIDED TO THE RENTER WHEN THE RENTER TAKES DELIVERY OF THE VEHICLE AND / OR MOTORCYCLE AS CONTEMPLATED IN CLAUSE 5.1 ABOVE, THERE ARE NO DEFECTS OR DAMAGE TO THE VEHICLE AND / OR MOTORCYCLE AND THAT ON THE DATE OF COLLECTION THE VEHICLE AND/OR MOTORCYCLE WAS IN GOOD REPAIR, RUNNING ORDER AND IN ROADWORTHY CONDITION;

5.2.2. THE VEHICLE AND/OR MOTORCYCLE IS FIT FOR THE PURPOSE FOR WHICH IT IS BEING HIRED BY THE RENTER;

5.2.3. ALL WHEEL CAPS, THE SPARE WHEEL, ALL TOOLS, AND OTHER ACCESSORIES WERE ALL PRESENT IN OR ON THE VEHICLE AND / OR MOTORCYCLE ON THE DATE OF COLLECTION, AND IN GOOD WORKING ORDER.

## **6 USE OF VEHICLE AND / OR MOTORCYCLE**

6.1. During the Rental Period, the Vehicle and/or Motorcycle may only be driven by the Driver and/or the Additional Drivers as recorded on the Rental Form.

6.2. During the Rental Period, the Renter shall not be allowed to drive a Motorcycle outside of the Western Cape without the Lessor's prior written approval. It is forbidden to use the Motorcycle for sport or off-road driving.

### **6.3. Cross-Border Permits**

6.3.1 Should the Renter wish to take the rental vehicle across the borders of the Country of which the rental originated, a cross-border permit must be obtained from the Lessor. Written notice of 48 hours or 2 business days before pick up is required for the Lessor to arrange and issue the necessary cross-border permit. It is the renter's responsibility to ensure that such notice is provided timeously. Cross-border travel without the required permit is strictly prohibited and will be considered a material breach of the rental agreement. Additional charges and documentation may apply. Hertz reserves the right to decline or issue the permit.

6.4. During the Rental Period, the Vehicle and/or Motorcycle may not be used:

6.4.1. for the conveyance of passengers and/or goods for a reward;

6.4.2. to propel or tow any other vehicle (including any caravan or trailer) unless authorised by the Lessor in writing;

6.4.3. recklessly or driven in a manner that is unsafe;

6.4.4. for any purpose for which the Vehicle and/or Motorcycle was not intended;

- 6.4.5. for any illegal purpose of any nature whatsoever, to transport goods in violation of any customs laws or in any other illegal manner;
- 6.4.6. in any motor sport or similar high-risk activity;
- 6.4.7. beyond the borders of the country that the rental originated in, unless authorized by the Lessor in writing prior to crossing the border; or
- 6.4.8. in any area where there is or may be a risk of, or any activity associated with, incidents of civil unrest, political disturbance or riot.

6.5. IF THE RENTER USES THE VEHICLE AND/OR MOTORCYCLE IN BREACH OF ITS OBLIGATIONS UNDER CLAUSE 6, THE RENTER ACKNOWLEDGES THAT IF IT HAS PURCHASED ANY OF THE WAIVERS IN RESPECT OF SUCH VEHICLE AND / OR MOTORCYCLE, SUCH WAIVERS MAY NOT APPLY IN RESPECT OF ANY LOSS, THEFT OF OR DAMAGE TO THE VEHICLE AND / OR MOTORCYCLE.

6.6. The Renter shall, for the duration of the Rental Period:

6.6.1. make adequate provision for the safety and security of the Vehicle and/or Motorcycle including keeping the Vehicle and/or Motorcycle properly locked, secured and immobilised when not in use; activating the burglar alarm and Vehicle and/or Motorcycle tracking or monitoring system (if any); and ensuring that any anti-theft device in the Vehicle and/or Motorcycle is properly secured and in place; and

6.6.2. take all reasonable steps to ensure that the Vehicle and/or Motorcycle remains in good and safe working order, including regularly checking the oil, water and tyre pressure, immediately ceasing all use of the Vehicle and/or Motorcycle (and contacting the Lessor) should the electronic diagnostics of the Vehicle and/or Motorcycle indicate the presence of a fault or problem in relation to the Vehicle and/or Motorcycle and undertaking reasonable inspections of the Vehicle and/or Motorcycle before and after use.

6.7. The Renter will ensure that the keys of the Vehicle and/or Motorcycle are under the Renter's control at all times.

## **7. RETURN OF THE VEHICLE AND / OR MOTORCYCLE**

7.1. The Renter must return the Vehicle and / or Motorcycle, at the Renter's expense to the Lessor at such date and time and at the Renting Location indicated in the Rental Form, or, upon demand by the Lessor if the Renter contravenes clause 6, or as otherwise agreed by the Lessor.

7.2. THE RENTER ACKNOWLEDGES THAT FAILURE TO RETURN THE VEHICLE AND / OR MOTORCYCLE IN TERMS HEREOF:

7.2.1. SHALL CONSTITUTE UNLAWFUL POSSESSION BY THE RENTER, AND THE LESSOR MAY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS WHICH IT MAY HAVE IN LAW, INSTITUTE LEGAL ACTION TO REPOSSESS THE VEHICLE AND / OR MOTORCYCLE AT THE COST OF THE RENTER; AND

7.2.2. WILL RESULT IN A TERMINATION OF ANY WAIVER PURCHASED BY THE RENTER IN TERMS OF THE RENTAL FORM.

7.3. The Vehicle and/or Motorcycle must be returned to the Lessor in the same condition as it was delivered to the Renter in terms of clause 5.2, of fair wear and tear excepted. The Renter must ensure that the fuel tank

of the Vehicle and / or Motorcycle is filled at the time of its return. **IF THE FUEL TANK IS NOT FULL, THE RENTER AGREES TO BE LIABLE TO THE LESSOR FOR AN AMOUNT EQUAL TO THE RETAIL FUEL PRICE THEN APPLICABLE FOR THE FUEL REQUIRED TO REFILL THE FUEL TANK OF THE VEHICLE AND / OR MOTORCYCLE, AND FOR AN ADMINISTRATION CHARGE RAISED BY THE LESSOR FOR DOING SO.**

7.4. When the Renter returns the Vehicle and/or Motorcycle to the Renting Location, the Renter must:

7.4.1. park the Vehicle and / or Motorcycle in the Lessor's designated parking area;

7.4.2. ensure that the Vehicle and / or Motorcycle is properly locked and secure;

7.4.3. complete and sign a Vehicle and / or Motorcycle inspection report together with a duly authorised representative of the Lessor. **IF THE RENTER WAIVES THE RIGHT TO SUCH REPORT BEING COMPLETED OR OTHERWISE FAILS TO SIGN THE REPORT, THE RENTER SHALL BE DEEMED TO HAVE ACCEPTED THE CONTENTS OF THE VEHICLE AND / OR MOTORCYCLE INSPECTION REPORT COMPLETED BY THE LESSOR;** and

7.4.4. return the keys to the Lessor.

7.5. **IN THE EVENT THAT THE VEHICLE AND / OR MOTORCYCLE IS NOT RETURNED IN ACCORDANCE WITH CLAUSE 7.4 ABOVE, THE RISK OF LOSS OR DAMAGE TO THE VEHICLE AND / OR MOTORCYCLE WILL REMAIN VESTED IN THE RENTER UNTIL SUCH TIME AS THE LESSOR HAS RECORDED THE RETURN OF THE VEHICLE AND / OR MOTORCYCLE.**

## **8. DECLARATIONS AND WARRANTIES BY THE RENTER**

8.1. The Renter warrants and declares that:

8.1.1. **THE RENTER HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT AND IS AWARE OF ALL THE TERMS THEREOF, PARTICULARLY THOSE PRINTED IN THIS STYLE. THE RENTER UNDERSTANDS AND ACCEPTS ITS RISKS AND COSTS AS WELL AS ITS RIGHTS AND OBLIGATIONS UNDER THIS RENTAL AGREEMENT;**

8.1.2. the Renter has full power and authorisation to effect and carry out the obligations in terms of this Rental Agreement and, if the Renter is a corporate entity, association, partnership or a trust, that all necessary corporate and/or other actions were taken to authorise the execution of this Rental Agreement;

8.1.3. all the information the Renter provided to the Lessor in connection with the conclusion of this Rental Agreement is true, complete and accurate and the Renter is not aware of any material facts or circumstances not disclosed to the Lessor and which, if disclosed, may adversely affect the decision to enter into this Rental Agreement;

8.1.4. the Renter has the necessary legal capacity to enter into this Rental Agreement and is not subject to an administration order referred to in section 74(1) of the Magistrates Court Act, any sequestration, liquidation or judicial management order or any business rescue proceedings;

8.1.5. the Lessor did not make an offer to the Renter which would automatically have resulted in a Rental Agreement if the Renter had not declined the offer;

8.1.6. the Lessor has not induced, harassed or forced the Renter to enter into this Rental Agreement;

- 8.1.7. this Rental Agreement was completed in full at the time of the Renter signing the Rental Agreement ;
- 8.1.8. the Vehicle and / or Motorcycle will not at any time during the Rental Period be driven by any person who is not authorised to drive the Vehicle and / or Motorcycle in terms of the Rental Agreement;
- 8.1.9. the Driver and Additional Driver shall be at least 18 years old in respect of the rental of a motor vehicle and 23 years old in respect of a Motorcycle and will have a valid, unendorsed, licence to drive the Vehicle and / or Motorcycle;
- 8.1.10. the Driver and Additional Driver/s will at all times comply with all applicable laws of the country that the rental agreement originated in and any other country that is entered into, as well as with the terms and conditions of this Rental Agreement;
- 8.1.11. the Renter will inform the Lessor of any physical impairment of a person who wishes to be authorised to drive the Vehicle and/or Motorcycle.

8.2. IF THE RENTER FAILS TO NOTIFY THE LESSOR OF SUCH PHYSICAL IMPAIRMENT AS CONTEMPLATED IN CLAUSE 8.1.11, THE RENTER WILL BEAR THE FULL LIABILITY AND RESPONSIBILITY FOR DAMAGES IN THE EVENT OF AN ACCIDENT INVOLVING THE VEHICLE AND / OR MOTORCYCLE.

8.3. If the Vehicle and / or Motorcycle is driven by anyone other than the Renter, the Driver or the Additional Driver then, without derogating from any rights or remedies which the Lessor may have, the Renter shall remain liable for all his obligations in terms of this Rental Agreement and in particular, he shall be liable to the Lessor as if he had been driving the Vehicle and / or Motorcycle.

## **9. RENTAL RATES AND CHARGES**

9.1. The Renter, Driver or Additional Drivers agrees to pay the Lessor the Rates plus all other charges and fees payable by the Renter as contemplated in the Rental Form or Rental Agreement or any official quote or brochure for the duration of the Rental Period, including but not limited to Airport Surcharges, Tourism Levy, Valet Fees, Drop Fees, Contract Fees and Loss/Damage Administration Fee in each case as specified in the Rental Form or Rental Agreement or any official quote or brochure.

9.2. At initiation of every rental agreement we will authorise or take as a deposit on/from your credit card:

9.2.1 the estimated rental amount, a fuel deposit, plus 100% of your damage responsibility amount.

9.3. The Renter, Driver or Additional Driver jointly and severally agrees to pay all fines, penalties, toll tariffs and like expenses as well as the Processing Fee (excluding fines issued for expired vehicle licenses) including those associated with any penalties or offences as defined in the AARTOA and/or arising out of or concerning the use of the Vehicle and/or Motorcycle whilst the Vehicle and/or Motorcycle is at the risk of the Renter.

### **9.4 Traffic Fine Processing Fee**

In the event that a traffic fine is incurred during the rental period, an administration fee of R400.00 (four hundred rand) shall be charged per offence. This fee is levied to cover the administrative costs associated with redirecting the traffic fine to the renter.

The processing fee will only be processed once the relevant traffic fine has been received from the issuing Traffic Department. As such, the debit may occur several weeks or months after the conclusion of the rental.

For the avoidance of doubt, the renter remains fully responsible for the payment of the traffic fine itself, directly to the issuing Traffic Department.

- 9.5. Rates, charges and fees will be calculated for the whole of the period during which the Vehicle and/or Motorcycle is at the risk of the Renter at the rates and on the basis set out in the Rental Form, including all taxes levied on any amount payable by the Renter in each case as specified in the Rental Form or Rental Agreement or any official quote or brochure.
- 9.6. In determining Rates applicable to the Rental, distance travelled by the Vehicle and/or Motorcycle shall be determined from the Vehicle and/or Motorcycle's odometer, or if this is not possible for any reason, by the Lessor in its reasonable discretion, and the Renter shall be obliged to furnish all such information and assistance as the Lessor may reasonably require for that purpose. If the odometer has been tampered with, then the Renter shall be deemed to have travelled at least 500 kilometres per Day, or such additional mileage as the Lessor may in its reasonable assessment determine.
- 9.7. In the event that the Renter returns the Vehicle to a Renting Location other than the Lessor's premises from which the Vehicle was rented the Renter shall be liable for an additional charge to be calculated having regard to the distance travelled and fuel consumed to return the Vehicle to the Renting Location (this clause 9.6 is only applicable to the Rental of Vehicles and explicitly excludes for the Rental of Motorcycles).

## 10. **PAYMENT**

- 10.1. All amounts payable to the Lessor are due and payable on demand, but at latest on the expiry of the Rental Period (unless otherwise agreed in writing by the Lessor). All amounts payable by the Renter are to be paid in the lawful currency of the Republic of South Africa, Namibia or Botswana, depending on the country in which the rental originated.
- 10.2. All amounts payable by the Lessor are to be paid in the lawful currency of the Republic of South Africa, Namibia or Botswana, depending on the country in which the rental originated.
- 10.3. If the Lessor has agreed to accept payment from the Renter by the credit card or charge card specified in the Rental Form, the Renter's signature of this Rental Agreement will constitute irrevocable authority:
- 10.3.1. for the Lessor to obtain authorisation and/or payment; and
  - 10.3.2. to debit the card with the total amount due to the Lessor including any damages and/or loss suffered by the Lessor for which the Renter is liable under this Rental Agreement.
- 10.4. The Lessor shall be entitled to levy interest on all overdue amounts (i.e. amounts not paid on the due date as contemplated clause 10.1 above) at a rate of 2.0% per month, or such other maximum rate that may be prescribed from time to time in term of the National Credit Act 34 of 2005 ("NCA") for South Africa, Credit Agreements Act, 1998 (Act No. 75 of 1998) for Namibia and Credit Agreements Act (Cap. 67:02) for Botswana. Interest shall be reckoned from the day upon which such amount becomes overdue of the amount concerned until the date of payment, both days inclusive, and shall be calculated on a compounded basis on the amount owing at the end of each month and payable on demand.
- 10.5. In relation to payments for overdue amounts, the Lessor will credit each payment made under this Agreement to the Renter on the date of receipt of the payment as follows –
- 10.5.1 firstly, to satisfy any due or unpaid interest charges (if any),

10.5.2 secondly, to satisfy any due or unpaid fees or charges (if any) and

10.5.3 thirdly, to reduce the amount of the principal debt.

10.6. Should the Lessor at any time inform the Renter of any change to the Lessor's banking details, the Renter shall confirm such change with the Lessor before effecting any further payments for an amount due.

10.7. Notwithstanding clause 10.6, in the event of the Renter erroneously making payment into an incorrect banking account, the Renter shall remain liable to the Lessor for an amount due.

## 11. **RENTER'S RISKS AND LIABILITIES**

11.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RENTER ASSUMES THE RISK IN AND TO THE VEHICLE AND / OR MOTORCYCLE (FAIR WEAR AND TEAR EXCEPTED) FROM THE TIME THAT THE VEHICLE AND / OR MOTORCYCLE IS DELIVERED TO THE RENTER IN TERMS OF CLAUSE 5 UNTIL SUCH TIME AS THE VEHICLE AND /OR MOTORCYCLE IS RETURNED TO THE LESSOR IN TERMS OF CLAUSE 7. EXCEPT TO THE EXTENT THAT THE LESSOR ACTED WITH GROSS NEGLIGENCE, FRAUDULENT INTENT OR IN BREACH OF ITS CONTRACTUAL OBLIGATIONS AND THIS GAVE RISE TO THE DAMAGE AND/OR LOSS, THE RENTER SHALL BE LIABLE FOR ANY DAMAGE AND/OR TOTAL LOSS SUSTAINED TO THE VEHICLE AND / OR MOTORCYCLE WHILE IT IS AT THE RISK OF THE RENTER, AND SUCH DAMAGE AND/OR TOTAL LOSS SHALL BE PAYABLE BY THE RENTER IMMEDIATELY ON DEMAND BY THE LESSOR OR ITS DULY AUTHORISED REPRESENTATIVE.

11.2. THE RENTER AGREES THAT THE LESSOR MAY DETERMINE THE PARTY WHO SHALL REPAIR ANY DAMAGE TO THE VEHICLE AND / OR MOTORCYCLE AND/OR PROVIDE ANY PARTS OR SERVICE IN CONNECTION WITH SUCH REPAIR/S OR PROVIDE ANY REPLACEMENTS OF ANY LOST OR DAMAGED ITEM AND THAT THE LESSOR MAY ENTER INTO AN AGREEMENT WITH SUCH PARTY OR PARTIES.

### 11.3 **THIRD PARTY RECOVERIES**

11.3.1 If a Renter is involved in an accident/incident with a third party, the following will apply (please note that this is to be read together with clause 14 below)

<b>Accident responsibility</b>	<b>Accident Damage - Waivers declined/No Waivers Selected</b>	<b>Accident Damage – Waivers selected</b>
Where the Renter is at fault	<p>The Renter is responsible for the full cost of all damages to the rental vehicle including vehicle repairs, towing, assessment, and claim administration fees.</p> <p>The Renter is also responsible for any damage claim relating to any Third party vehicles or property.</p>	The Renter will be responsible for the applicable Limited Liability amount associated with the selected waiver.

Where the Third Party is at fault	<p>The Renter is responsible for the full cost of all damages to the rental vehicle including vehicle repairs, towing, assessment, and claim administration fees.</p> <p>Recovery from the third party is the Renters own responsibility.</p>	<p>The Renter is responsible for the applicable Limited Liability amount associated with the selected Waiver.</p> <p>Hertz Rent a Car will attempt to recover the cost from the Third Party. If recovery is successful, the Renter can be reimbursed an applicable amount of the liability amount paid.</p>
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11.3.2 To enable and support any third-party recovery efforts, the following conditions must be met, regardless of whether the renter is a national or international customer:

11.3.2.1 The incident must be reported to the South African Police Service (SAPS), and a valid case number must be submitted to the lessor within 24 hours.

11.3.2.2 The Renter must complete and submit an official incident report at the branch where the vehicle is returned, or the rental terminates.

11.3.2.3 The Renter must provide complete and accurate third-party information, including the third party's full name, contact details, vehicle registration number, and insurance information (where applicable).

11.3.2.4 Photographic evidence of the accident scene, including images of all vehicles involved and any relevant surroundings, must be provided.

11.3.2.5 The Renter is expected to cooperate fully and promptly with any reasonable requests from the lessor to assist in the recovery process to be successful.

11.3.3 The recovery process is dependent on third-party cooperation and can be lengthy and uncertain. Refunds can only be considered once recovery has been successful. Should such recovery be successful, an applicable portion of the renter's liability may be refunded. No guarantees or timelines can be provided in this regard.

11.3.4 Notwithstanding anything in this Rental Agreement, Hertz Rent a Car shall not be obliged to make, institute or proceed with any claim which Hertz Rent a Car 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, Hertz Rent a Car shall be entitled, in its sole discretion, to abandon such claim or to settle such claim on any terms.

## 12. **WAIVER**

12.1. It is specifically recorded that:

12.1.1. the Lessor does not act as agent in procuring the Waiver;

12.1.2. the Lessor gives no advice and makes no recommendations regarding the appropriateness or otherwise of any Waiver;

12.1.3. the Waiver is not to be regarded as insurance for purposes of the Short-Term Insurance Act 53 of 1998, nor as a financial product for purposes of the Financial Advisory and Intermediary Services Act 37 of 2002;

12.1.4. the Renter, Driver and Additional Driver/s must obtain their own professional advice regarding the Waivers.

12.2. In the event that the Renter has purchased a Waiver, the liability of the Renter in terms of this Rental Agreement shall be limited to the extent and manner provided in clauses 13 and 14 with regard to such Waiver.

12.3. If the Renter purchases a Waiver as indicated in the Rental Form, such acceptance shall constitute an acceptance by the Renter of the benefit of such Waiver and other accompanying arrangements, if any, but subject to all the terms and conditions of that Waiver. The Renter acknowledges that the Lessor shall not under any circumstances have any liability to the Renter under or for any of the benefits under that Waiver.

### **13. WAIVER (REDUCTION) OF LIABILITIES**

13.1. If the Renter elects to purchase the Collision Damage Waiver, the Waiver will have the effect of reducing the Renter's liability in respect of any Damage which occurs to the Vehicle and/or Motorcycle for the duration of the Rental Period to the extent of the Liability reflected in the Rental Form in force at the time of Rental.

13.2. If the Renter elects to purchase the Theft Protection Waiver, the Waiver will have the effect of reducing the Renter's liability in respect of any theft which occurs in respect of the Vehicle and/or Motorcycle for the duration of the Rental Period to the extent of the Liability reflected in the Rental Form in force at the time of Rental.

13.3. If the Renter elects to purchase the Super Waiver, the Waiver will have the effect of further reducing the Renter's liability in respect of the Theft Protection Waiver or Collision Damage Waiver, relating to any theft or Damage which occurs in respect of the Vehicle and/or Motorcycle for the duration of the Rental Period, to the extent of the Liability reflected in the Rental Form in force at the time of Rental.

13.4. If the Renter elects to purchase the Collision Damage Waiver, Super Waiver, or the Super Waiver with Zero Liability, the Renter will have no liability in respect of third party claims for property damage, up to a sum equivalent to R1,000,000.00 (one million Rand).

13.5. If the Renter elects to purchase the Super Waiver with Zero Liability, the Waiver will have the effect of further reducing the Renter's liability to ZERO in respect of the Theft Protection Waiver or Collision Damage Waiver, relating to any theft or Damage which occurs in respect of the Vehicle and / or Motorcycle as well as, Glass & Tyre Waiver as well as Hail Damage waiver for the duration of the Rental Period.

13.6. If the Renter elects to purchase the Collision Damage Waiver, the Super Waiver or Platinum Plus, the Renter will have no liability in respect of third party claims for property damage, up to the sum Equivalent to R1,000,000.00 (one million Rand).

13.7. Notwithstanding any other provision of this Rental Agreement (including any Waiver), if the Vehicle and/or Motorcycle is involved in any incident resulting in Damage, or if the Vehicle and/or Motorcycle is stolen or lost, where the Driver or the Additional Driver/s have breached the terms of the Rental Agreement, the Renter will be liable for all damages, costs and expenses suffered or incurred by the Lessor.

### **14. LIMITATIONS IN RESPECT OF WAIVERS**

14.1. The Super Waiver, Collision Damage Waiver and/or the Theft Protection Waiver does not cover:

14.1.1 any Damage to tyres, rims and glass

14.1.2 any damage caused to the rental vehicle as a result of exposure to water, including but not limited to:

14.1.2.1. Driving through rivers, streams, dams, flooded roads, or any body of water not designated for normal vehicle use;

14.1.2.2. Crossing bridges or causeways submerged or partially submerged by water;

14.1.2.3. Aquaplaning (hydroplaning) resulting in loss of control of the vehicle;

14.1.2.4. High-pressure water cleaning (including undercarriage washing) that causes damage to electrical systems or bodywork;

14.1.2.5. Any attempt to drive through areas clearly unsafe or not designated for vehicle use due to water presence.

14.1.3 assessing of damages, cost of towing, transporting or storing of the Vehicle and/or Motorcycle;

14.1.4 Damage to the undercarriage of the Vehicle and/or Motorcycle;

14.1.5 Damage and/or Total Loss suffered:

14.1.5.1 as a result of the negligence of the Renter;/Driver or Additional driver/

14.1.5.2 whilst the Renter is in breach of any applicable traffic laws, regulations or ordinance;

14.1.5.3 where an incident is not reported to the police within 24 (twenty-four) hours of the occurrence;

14.1.5.4 where an 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 by the Renter from the Lessor;

14.1.5.5 if at any time the Vehicle and/or Motorcycle is driven by an unauthorized driver;

14.1.5.6 when in the reasonable opinion of the Lessor the Vehicle and/or Motorcycle has been driven or used in a manner which prejudices the Lessor's interest or rights;

14.1.5.7 where the Driver or Additional Driver/s was not holding a valid unendorsed driver's license or was not at least 18 (eighteen) years old for the rental of Vehicles and 23 (twenty-three) years old for the rental of Motorcycles, at the time the Damage and/or Total Loss was sustained

14.1.5.8 where an extension of the Rental Agreement was not authorised by the Lessor and where the Rental Period has expired;

14.1.5.9 as a result of the Vehicle and/or Motorcycle being driven on a road, be it tarred or not tarred, which in the reasonable opinion of the Lessor was not suitable for the Vehicle and/or Motorcycle; and

14.1.5.10 where no other vehicle, animal, object or person (in or on the road surface) was involved (i.e. no physical contact was made with any of the aforementioned). 14.1.6 If the Lessor accepts a claim for Damage or Total Loss suffered in circumstances contemplated in clauses 14.1.5.9 and 14.1.5.10, the Renter acknowledges and agrees that the Renter may be held liable by the Lessor for four times the Liability which is payable in terms of the relevant Waiver.

## **15. CONSEQUENTIAL DAMAGES**

15.1 The Renter acknowledges and agrees that (save to the extent that the Lessor acted with gross negligence, fraudulent intent or in breach of its obligations under this Rental Agreement), if the Renter does not purchase any of the Waivers, then the Renter may be held liable by the Lessor for any loss suffered by the Lessor as a consequence of the Lessor being unable to rent the Vehicle and/or Motorcycle due to Damages caused by the Renter or due to the Renter being in breach of the Rental Agreement. The loss for which the Renter may be liable shall be calculated based on the rates indicated on the Rental Form plus 100 (hundred) kilometres per day that the Vehicle and/or Motorcycle was unavailable for hire, subject to a maximum of 30 (thirty) days.

## **16. BREACH**

16.1 In the event of any Party ("defaulting party") committing a material breach of any of the terms of this Rental Agreement and failing to remedy such breach, after receipt of a written notice from the other Party ("aggrieved party") calling upon the defaulting party so to remedy within a reasonable period specified by the aggrieved party (having regard to the term of this Rental Agreement as contemplated in clause 3 above and/or the nature of the breach), then the aggrieved party shall be entitled, without prejudice to any of its other rights in law, either to claim specific performance of the terms of this Rental Agreement or to cancel this Rental

16.2 THE RENTER WILL BE LIABLE TO THE LESSOR FOR ALL LEGAL COSTS INCURRED BY THE LESSOR, AS MAY BE PERMISSIBLE IN LAW, IN RECOVERING ANY AMOUNT THAT THE RENTER OWES TO THE LESSOR.

16.3 A certificate signed by a manager of the Lessor specifying the amount owing by the Renter and further stating that such amount is due, owing and payable by the Renter, shall be sufficient (prima facie) proof of the amount thereof and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against the Renter in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.

## **17. ADDRESSES FOR NOTICES**

17.1.1 The Renter hereby chooses as the Renter's domicilium citandi et executandi ("domicile address") for all purposes the physical address as set out in the Rental Form. The Renter authorizes the Lessor to deliver notices, statements or invoices by hand, e-mail, or post to the addresses provided in the Rental Form.

17.1.2 The Lessor hereby chooses as the lessors domicilium citandi et executandi ("domicile address") for all purposes the following addresses:

**1. Unit 301, 3<sup>rd</sup> Floor, Execujet Business Centre**

**Tower Road, Cape Town International Airport**

**7525**

**OR**

**2. Corner of Cannet and Shearwater Roads, Little Falls**

**Roodepoort**

**1734**

17.2 For purposes of this Rental Agreement all notices shall be in writing. Any notice given by either Party to the other (the addressee):

17.2.1 which is delivered by hand, shall be presumed to have been received at the time of delivery.

17.2.2 if sent by e-mail, on the date received by the addressee's server;

17.2.3 if sent by ordinary or pre-paid registered post, 7 (seven) days after the date of posting.

17.3 A notice received by a Party shall be an adequate notice to it, notwithstanding that it was not delivered to its domicile address.

17.4 The Parties may at any time by written notice vary their respective domicile addresses to any address within the Republic of South Africa.

## **18. RIGHTS TO RETURN**

18.1 The Renter has the right to cancel any Rental Agreement resulting from direct marketing without reason or penalty by written notice to the Lessor within 5 (five) business days after the later of the date on which the Rental Agreement was concluded or the Vehicle and/or Motorcycle was delivered to the Renter.

18.2 If the Renter returns the Vehicle and/or Motorcycle for a lawful reason other than a product failure or defect, the Renter must do so as soon as reasonably possible after the Renter became aware of such reason. SUBJECT TO APPLICABLE LAW, THE LESSOR RETAINS THE RIGHT TO CHARGE THE RENTER THE RATES AS SET OUT IN THE RENTAL FORM FOR USE OF THE VEHICLE AND / OR MOTORCYCLE DURING THE TIME IT WAS IN THE RENTER'S POSSESSION BUT PRIOR TO THE RENTER RETURNING IT TO THE LESSOR, AND FOR NECESSARY RESTORATION COSTS TO RENDER THE VEHICLE AND / OR MOTORCYCLE FIT FOR RE-STOCKING.

18.3 If the Renter wishes to return the Vehicle and/or Motorcycle due to a product failure or defect, the Renter may do so immediately, and the Lessor will replace the Vehicle and/or Motorcycle for the remaining term of the Rental.

## **19. GOVERNING LAW AND JURISDICTION**

19.1 This Rental Agreement and all matters or disputes arising there from or incidental thereto are in all respects governed by the laws of the Republic of South Africa, Namibia or Botswana, depending on where the rental agreement was concluded (inclusive of any dispute arising from the conclusion and/or the implementation and/or the cancellation thereof).

19.2 The Renter consents to the jurisdiction of the Magistrates' Courts in the Republic of South Africa, Namibia or Botswana depending on where the rental agreement was concluded. notwithstanding the amount involved. This does not prevent the Lessor from instituting legal proceedings in a Regional or High Court in the Republic of South Africa that has jurisdiction in such an instance.

## **20. CONSENT REGARDING THE PROCESSING OF PERSONAL INFORMATION**

20.1 The Lessor is required to process certain personal information of the Renter to implement this Rental Agreement and to give effect to the rights and obligations of the Parties in terms of this Rental Agreement.

20.2 By signing this Rental Agreement, the Renter acknowledges the above and consents, subject to the Lessor's compliance with applicable law, to –

- 20.2.1 the processing and further processing of its personal information by the Lessor or any of its duly authorised operators or agents on the condition that they will secure the integrity and confidentiality of the Renter's personal information in its possession or under its control and that such personal information shall be processed in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA). The Renter further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa and that the Lessor shall ensure that, where the personal information is transferred or maintained as such, it is subject to protection equivalent to or of a higher standard than set out herein and in POPIA;
- 20.2.2 The collection of information by the Lessor from any other source reasonably required for the Lessor to confirm and supplement the personal information which the Lessor has about the Renter where the Lessor cannot reasonably obtain such information directly from the Renter;
- 20.2.3 the retention by the Lessor of records of the Renter's personal information (even after the Renter is no longer the Lessor's Renter) for as long as permitted for legal, regulatory, fraud prevention, financial crime, and marketing purposes;
- 20.2.4 the Lessor conducting credit enquiries about the Renter with any credit bureau or credit provider where required for purposes of this Rental Agreement and providing the Renter's required personal information, including details of any non-compliance and the manner in which it conducts its account, to credit risk management services (including credit bureau) and/or crime prevention agencies;
- 20.2.5 and authorises the Lessor to make use of the Renter's personal information provided to the Lessor where required for purposes of tracking and recovering (which includes triangulation of cellular phones in accordance to the RICA Act 70 of 2002) the Vehicle and/or Motorcycle if it is not returned to the Lessor at the agreed time and date reflecting on the Rental Agreement;
- 20.2.6 the Lessor tracking the Vehicle and/or Motorcycle for purposes of reasonably monitoring the Renter's use of the Vehicle and/or Motorcycle and recovering the Vehicle and/or Motorcycle and the Lessor disclosing the tracking report to its insurance company, the Renter's employer (if the employer is responsible for payment) and any other third Party having a legitimate interest;
- 20.2.7 and authorises the Lessor to disclose the Renter's personal information to the Lessor's agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of the Vehicle and/or Motorcycle whilst the Vehicle and/or Motorcycle was at the risk of the Renter;
- 20.2.8 and authorises the Lessor to disclose all necessary and relevant information in respect of the Renter to SANRAL or their agents for the recovery by them of any e-toll transaction in respect of the use of the Vehicle and/or Motorcycle.
- 20.2.9 and authorises the Lessor to disclose all the necessary and relevant information in respect of the Renter to SAVRALA or their agents and members for the recording of Renters who have been placed on our risk "Do Not Rent" list.
- 20.2.10 the Renter authorizes Hertz Rent a Car to share the personal details of the renter and/or any additional driver/s with third parties and/or their insurers, where necessary for the handling,**

**negotiation, or settlement of any third-party claim arising from an accident involving the rental vehicle. All disclosures will be made in accordance with POPIA and limited to what is reasonably required for such purposes.**

## **21. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, CLIENT AND/OR DRIVER**

21.1 The Renter and every person (Driver/Additional Driver/s) whose details appear on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to Hertz Rent a Car arising from the Rental Agreement.

## **22. GENERAL**

22.1 No indulgence, latitude or extension of time which the Lessor may allow the Renter, shall be regarded to be a waiver of rights by the Lessor or a novation of the Renter's liabilities under this Rental Agreement.

22.2 If any term or condition of this Rental Agreement becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other term or condition in this Rental Agreement.

22.3 The terms and conditions of this Rental Agreement may not be amended, changed or cancelled unless it is reduced to writing and signed by both Parties.

22.4 This Rental Agreement contains all the provisions agreed on by the Parties with regard to the subject matter hereof and supersedes and novates in its entirety any previous understandings or agreements among the Parties in respect thereof.

22.5 The Renter may not cede, assign, transfer or otherwise dispose of the Renter's rights or obligations under this Rental Agreement without the prior written consent of the Lessor. The Lessor may cede, assign, transfer or otherwise dispose its rights or obligations under this Rental Agreement without the prior written consent of the Renter.

## **23. ACKNOWLEDGEMENT OF TERMS AND CONDITIONS**

23.1 By signing the Rental Agreement, the Renter/Driver/Additional Driver/s confirms that they have read and understood the terms and conditions contained herein, are aware of the legal consequences thereof, and accept to be legally bound by them.

23.2 Should the Renter/Driver/Additional Driver/s have any questions or require clarification on any part of these terms and conditions, they are encouraged to seek assistance from an authorised Hertz Rent A Car representative prior to signing the Rental Agreement.

23.3 The Renter acknowledges that the terms and conditions are fair, reasonable, and form a material basis upon which Hertz Rent A Car has agreed to enter into the Rental Agreement.