

WILHELM'S AUTO HIRE TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 "Wilhelm's Auto Hire", "Lessor", "We", "Us" & "Our" means Stellenbosch Car Rental (Pty) Ltd (Reg no. 2006 013682/07) trading as Wilhelm's Auto Hire.
- 1.2 "Lessee", "You" & "Your" means the person or entity described as the "Lessee" on the reverse side, jointly and severally with any and all additional driver(s) as described on the reverse side and any addendums.
- 1.3 "Driver" means the Lessee jointly and severally with any and all additional driver(s) as described on the reverse side and any addendums.
- 1.4 "The vehicle" means the vehicle as described on the reverse side, or any replacement vehicle provided.
- 1.5 "Rental period" means the period that the Lessee and/or driver is in possession or control of the vehicle, from the delivery date until the return of the vehicle.
- 1.6 "Return date" means the agreed return date as stated on the reverse side.
- 1.7 "Reverse side" means the reverse side of these terms and conditions.
- 1.8 "This agreement" means these terms and conditions, the reverse side and any addendums hereto.
- 1.9 "The Parties" shall mean the Lessor and the Lessee and any additional driver(s).
- 1.10 "Delivery" means the earliest of the physical hand-over of the vehicle or the keys of the vehicle to the Lessee by the Lessor or its representative.

2. RENTAL OF VEHICLE

We rent the vehicle to You upon the terms and conditions contained in this agreement.

3. DURATION OF RENTAL PERIOD

- 3.1 The duration of rental is fixed as described in the rental period.
- 3.2 The duration of this agreement as fixed in the rental period can be amended on Your request, at Our sole discretion. Should We grant an extension, the rental will be payable in advance and this will constitute a new contract between the parties.
- 3.3 You will return the vehicle to Us without any delay at Our chosen address on the return date. If You fail to do so, it will constitute a breach of this agreement.

4. LESSEE & ADDITIONAL DRIVERS

4.1 You, as well as any and all additional drivers allowed under this rental Agreement, must be:

- 4.1.1 at least 21 years old;
- 4.1.2 in possession of a valid unendorsed driver's licence.

4.2 You, as well as any and all additional drivers allowed under this rental Agreement, will provide Us with certified copies of the following documents:

- 4.2.1 identity document, or passport and visa (if applicable);
- 4.2.2 student card (if applicable);
- 4.2.3 drivers license(s) (domestic and international).
- 4.3 Any non-disclosure as to the validity of any of the conditions and documentation stated under Clauses 4.1 and 4.2 shall constitute fraud and a breach of this Agreement.
- 4.4 Any additional driver(s) will be allowed at Our sole discretion, subject to an additional driver fee.
- 4.5 A maximum of four drivers in total, including the primary Lessee, will be allowed per vehicle.
- 4.6 You will be liable for any loss, damage & costs resulting from use of the vehicle by an unauthorised person.

5. DOMICILIUM

- 5.1 The parties hereby choose their domicilium citandi et executandi for all purposes of this Agreement as the physical addresses as stipulated on the reverse side.
- 5.2 Either party will be entitled to nominate an address in substitution for an address as set out above at any time by giving the other party hereto fourteen days written notice of such change in address.
- 5.3 Any notice to be given in terms of this Agreement shall be given by delivery thereof by hand to the address given above for the Addressee or by mailing by registered mail to the same.
- 5.4 Any notice in terms of this Agreement mailed by registered mail to the postal address provided above, will be deemed to have been received ten days after the date of mailing thereof.

6. PAYMENT

- 6.1 All amounts due to Us in terms of this Agreement will be payable to Us directly, at Our chosen domicilium.
- 6.2 All payments will be due and payable on termination of the rental period.
- 6.3 We may, without prejudice to any of Our rights, charge interest at 2,00% per month on overdue amounts.
- 6.4 You will be liable for all costs for fuel, oil and the like used and required during the rental period.

7. DEPOSIT

7.1 We require that You provide us with either of the following upon the signing of this Agreement:

- 7.1.1 Your credit card details, which You authorise Us to debit with any and all costs as set out under Clause 7.2.
- 7.1.2 a cash deposit of R5 000,00 which You authorise Us to utilise as set out under Clause 7.2;
- 7.2 Your credit card or cash deposit may be utilised, at Our sole discretion, to cover any and all amounts due by You to Us under this rental Agreement at the end of the rental period.

7.3 In the case that You provided Us with a cash deposit:

- 7.3.1 We will hold said funds in a bank account of Our choice for the duration of this rental Agreement.
- 7.3.2 The deposit or remainder thereof will be refunded to You, by electronic funds transfer to Your chosen bank account, not sooner than two months after the termination and/or satisfactory conclusion of this Agreement.

8. DELIVERY AND RISK

- 8.1 Risk of the vehicle shall pass to You on delivery of the vehicle to You and shall remain at Your risk until You return the vehicle to Us on the return date.
- 8.2 The vehicle shall be deemed to have been delivered to You in a good and roadworthy condition, completely undamaged, the engine coolant, engine oil and fuel tank filled, with an accurate odometer reading and tyre pressure according to specifications.
- 8.3 You shall return the vehicle to Us in the same condition as it was delivered, fair wear and tear excepted, with the engine coolant, engine oil and fuel tank filled.

9 ORAL VARIATION OF THIS AGREEMENT INEFFECTIVE

- 9.1 No agreement at variance with any terms of this Agreement shall be binding upon any of the parties, unless contained in a written document signed by all of the relevant parties.
- 9.2 The above shall also apply to the provisions of this clause.

10. SOUTH AFRICAN LAWS AND TRAFFIC REGULATIONS

10.1 You agree to obey all South African laws and traffic regulations while in possession of Our vehicle.

10.2 You will be personally liable for:

- 10.2.1 any and all fines for traffic violations and any other criminal offences arising from the use of the vehicle during the rental period and hereby indemnify Us accordingly;
- 10.2.2 arranging settlement of any traffic violations with the relevant Traffic Department.
- 10.2.3 a handling fee of R200,00 payable to Us for each and every notice of traffic violation that We receive.
- 10.2.4 an additional penalty fee of R250,00 payable to Us in respect of any speeding violation, where the speed limit was exceeded by more than 20 km/h. This penalty fee is aimed primarily to discourage speeding.
- 10.3 We undertake to inform You, in writing or otherwise, of any notice of traffic violations that We receive.
- 10.4 If You do not adhere to Clause 10.1, in any way whatsoever, it will constitute a breach of this Agreement.

11. BREAKDOWN SUPPORT & EMERGENCY REPAIRS

- 11.1 We will at all times be responsible for the mechanical upkeep of the vehicle, provided that You use the vehicle in accordance with this agreement.
- 11.2 You must inform us of the mechanical breakdown of the vehicle, and all relevant details regarding the breakdown, within 24 hours of any breakdown.
- 11.3 In case of the mechanical breakdown of the vehicle, we will provide 24 hour emergency support. We will have the vehicle recovered to our premises or an alternative approved workshop, at our discretion, where the vehicle will be repaired within a reasonable time frame. We will be responsible for all costs for the towing and repair of the vehicle.
- 11.4 We will not be responsible towards You, any driver(s) or any passenger in the vehicle for food, accommodation or any other costs whatsoever resulting from the mechanical breakdown of the vehicle.
- 11.5 Should We not be able to arrange the repair of the vehicle within 24 hours from the reporting of the breakdown, We will provide You with a replacement vehicle, at Our discretion, until the vehicle has been repaired to Our satisfaction. Should We for whatever reason not be able to provide You with a replacement vehicle, You may rent an alternative vehicle from an alternative supplier for the repair period. We will refund such rental costs to You in full, subject to Our prior approval.
- 11.6 Should You, for whatever reason, take the vehicle to a workshop other than our own, You must furnish Us with the details of the Workshop at which the vehicle is being inspected for repairs. We must pre-approve any repairs to be done at any other workshop.
- 11.7 We have to approve any repairs done to the vehicle under circumstances such as described in 11.3 and 11.6 above. You will be liable for any costs for repairs approved by You without Our prior authorisation.
- 11.8 Our 24 hour emergency service does not cover the following: flat tyres, fuel shortage, keys locked in vehicle, lost keys, flat battery due to lights left on, etc. Any such incidents are regarded as non-mechanical breakdown and is Your own responsibility. Should you make use of our 24 hour emergency service for anything other than the actual mechanical breakdown of the vehicle, you will be responsible for any and all resulting costs.

12. SERVICING, MAINTENANCE AND REPAIRS

- 12.1 You undertake to furnish Us with an odometer reading at Our request and allow Us to inspect the vehicle at Our request at any and all reasonable times.
- 12.2 You undertake to bring the vehicle to Our place of business for an inspection by prior arrangement:**
 - 12.2.1 periodically, at the earliest of every month or 3 000 km travelled;
 - 12.2.2 before any intended travel outside a 500 km radius from the Stellenbosch Municipal area. You may then proceed with such travel, on Our authorisation, after We have serviced the vehicle for this purpose.
- 12.3 If You fail to comply with the conditions of Clause 12.2:**
(unless such prior arrangements were made between the parties)
 - 12.3.1 it will constitute a breach of this Agreement;
 - 12.3.2 You will be liable for a penalty fee of R250,00;
 - 12.3.3 You will be liable for any and all damages and costs resulting from Your non-compliance to Clause 12.2.
- 12.5 We will carry out all inspections, services, repairs and maintenance required at Our place of business.
- 12.6 We will carry the costs of any service, repairs and maintenance work as deemed necessary by Us, subject to Clause 13.5.
- 12.7 All routine service, repairs and maintenance will be completed within one day, unless otherwise arranged between the parties. Should any service, repairs or maintenance work take longer than two working days, a courtesy vehicle could be provided to you, subject to availability.

13. USE AND CONDITION OF VEHICLE

13.1 Your use of the vehicle will be limited to:

- 13.1.1 3 000 km per month (100 km per day), with an additional rental fee of R1,00 per km thereafter.
- 13.1.2 travel on tarred roads within the borders of the Republic of South Africa.

13.2 You undertake to:

- 13.2.1 maintain the vehicle in a good condition;
- 13.2.2 keep the vehicle neat and clean inside and outside;
- 13.2.3 check the oil levels, water levels and tyre pressure of all wheels regularly, at least every time You re-fuel;
- 13.2.4 use only the correct fuel type for the vehicle;
- 13.2.5 ensure that the vehicle is secured and protected at all times during the rental period and that the keys of the vehicle are at all times under the control of the driver.

13.3 You undertake not use the vehicle:

- 13.3.1 in a manner and/or in areas that may, directly or indirectly, cause damage to the vehicle or place the vehicle at any risk whatsoever;
- 13.3.2 for a purpose other than that for which it was intended or which is not appropriate for the type of vehicle;
- 13.3.3 to convey passengers or goods for reward;
- 13.3.4 to tow or propel any other vehicle or object;
- 13.3.5 outside the Republic of South Africa;
- 13.3.6 to transport animals.

13.4 You undertake not to:

- 13.4.1 drive the vehicle if the brakes are not working properly;
- 13.4.2 keep driving the vehicle if any emergency lights go on or if the vehicle starts to overheat or smoke excessively;
- 13.4.3 overload the vehicle;
- 13.4.4 drive on gravel / dirt roads, sea sand or in sea water or any other water;
- 13.4.5 exceed the speed limit set in any specific area, nor exceed the speed of 120 km/h under any circumstances;
- 13.4.6 sublet or lend the vehicle to any person other than the authorised additional driver(s) to use, drive, possess or control the vehicle, nor cause or allow the vehicle to be subject to any lien or attachment, nor allow the vehicle to be used for racing or competition of any kind;

13.5 Failure to comply with any conditions as set out under Section 13 will constitute a breach of this Agreement and We view this in a very serious light. You could be held liable for any direct and/or indirect damages, loss and any and all related costs which we deem to be as a result of any form of misuse of the vehicle whatsoever (e.g. mechanical damage caused to the vehicle as a result of speeding, driving on an unsuitable surface, etc).

14. ADDITIONAL EQUIPMENT

- 14.1 We can, by prior arrangement and at Our sole discretion, provide You with the following equipment:
 - 14.1.1 Roof racks, subject to an additional monthly fee.
 - 14.1.2 Baby car seats, subject to an additional monthly fee.
- 14.2 You hereby indemnify us from any liability for any damages or loss of life or personal property resulting from the use of any special equipment supplied by Us.

15. BREACH

- 15.1 Failure by You to give Us immediate notice of any changes of contact details while still in possession of the said vehicle, resulting therein that We will not be able to trace the vehicle when We deem it necessary, will be a breach of this Agreement.
- 15.2 Any cancellation of this Agreement while You are still in possession of the vehicle, will result in Your immediate return of the vehicle to Us, according to the conditions set out in this Agreement.
- 15.3 In the event that We instruct Our attorneys to take measures for the enforcement of any of Our rights under the Agreement, You shall pay to Us such collection charges and other legal costs, on an attorney and own client basis and shall be lawfully charged by such attorneys on Our demand.
- 15.4 In the event of a breach of this Agreement, We reserve the right to cancel this Agreement and to institute a claim for any losses incurred by Us resulting from the cancellation of the Agreement.

16. INSURANCE (THEFT, ACCIDENTS AND THIRD PARTY CLAIMS)

- 16.1 We will keep the vehicle insured on a comprehensive basis, for Our vehicle damages and theft, and third party property damages, while in Your possession.
- 16.2 Our Insurance only covers the vehicle for travel on tarred roads within the Republic of South Africa. You will be liable for any damages whatsoever to the vehicle or any claims from any third parties as a result from the use of the vehicle on gravel / dirt roads and/or outside the Republic of South Africa.
- 16.3 You will be liable for any and all insurance excess amounts payable resulting from any loss of or damage to the vehicle. Your liability is limited to R4 000,00 per incident in the case of damages, theft, hijack and write-off, and R550,00 in the case of window damage. These excess amounts will be payable per incident.
- 16.4 Should You be of the opinion that a third party was responsible for any incident, You would still have to pay the relevant excess amount. We will then instruct Our insurers to institute a claim against the third party. We will refund You the excess amount or any portion thereof, only if and when We receive any refund from Our insurers, resulting from the claim against the third party.

16.5 In case of any accident, You are required to:

- 16.5.1 inform Us of the accident immediately;
- 16.5.2 report any accident to the nearest South African Police Services within 24 hours and to supply Us with a case number for insurance purposes;
- 16.5.3 not leave the scene of the accident before obtaining the details of all other vehicles and persons and supplying your personal details to all other persons involved in the accident.
- 16.6 We will charge You an accident administration fee of R350,00 per incident.
- 16.7 You may not allow the vehicle to be towed away by any towing company except the towing company We instructed in case of any accident or emergency.
- 16.8 If You allow any other towing company to salvage the said vehicle without Our explicit instructions to do so, it will constitute a breach of this Agreement and you will be liable for any and all related costs.

16.9 In case of any accident, You are required to supply Us with the following:

- 16.9.1 a detailed written report of the accident, in English;
- 16.9.2 a detailed verbal description of the accident;
- 16.9.3 a detailed sketch of the accident that shows the direction and position of all vehicles involved, the relevant roads as well as the North-South-West-East axis of the map;
- 16.9.4 details of all other vehicles involved in such accident, including make, registration number, colour;
- 16.9.5 full names, identity number and telephone number of the driver of every other vehicle involved;
- 16.9.6 details of every third party's insurance company;
- 16.9.7 the SAPS case number.
- 16.10 If You fail to comply with any conditions as set out under Section 16, the incident may not be covered by our Insurance and You may be held personally liable for any and all damages caused.
- 16.11 We will not be liable to any person whatsoever for loss of life or personal injury to any person, arising directly or indirectly from the use or condition of the vehicle.

17. RELAXATION OF TERMS IN THIS AGREEMENT

No relaxation regarding Your obligations under this Agreement which We may allow at any time will prejudice Our rights and will not be regarded as a waiver of any of Our rights in terms of this Agreement.

18. NO LIABILITY AND INDEMNITIES

18.1 We will not be liable to You or any other person for:

- 18.1.1 any damages directly or indirectly arising from any defect in or mechanical failure of the vehicle;
- 18.1.2 any loss of or damage to any property transported or left in or on the vehicle;
- 18.1.3 any indirect damages and consequential loss of any kind resulting from any breach by Us;
- 18.1.4 any damages suffered as a result of any act or omission by Us or any of our employees.
- 18.2 You indemnify Us against any claim by any party for any loss or damage of any nature whatsoever suffered by any person as a result of any event involving the vehicle.
- 18.3 You declare that You have not been induced to sign this Agreement and that You have further read and understood the entire contents hereof.