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5.4 YOU may not decline the LIABILITY WAIVERS offered by US unless:

5.4.1 There is a valid corporate account opened in YOUR name; and

5.4.2 YOU have signed OUR "Self Insurance Agreement"; and

5.4.3 YOU have provided US with written proof from YOUR insurers that all vehicles rented are comprehensively insured.

5.5 Subject to our consent, YOU may, in addition to the LIABILITY WAIVERS, purchase in advance a windscreen and/or tyre waiver. These additional waivers only cover damages to viewing glass caused by stone chips, and tyres, rims and hubcaps caused by potholes and does not cover theft of the said items.

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6.1 YOU will be entitled at any time during the initial period to orally extend the RENTAL PERIOD;

6.2 This extension will however only be valid if confirmed by US in writing.

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7.1 WE will be entitled to terminate this AGREEMENT if YOU and/or the DRIVER commit any breach of this AGREEMENT. WE will then be entitled to the immediate return of the VEHICLE, and furthermore any amount then and there owing by YOU to US will become immediately due and payable.

7.2 Both YOUR and OUR rights and obligations under this AGREEMENT will continue to be in full force and effect until such time as the VEHICLE has been returned to US in terms of this AGREEMENT and YOU have complied with all YOUR obligations in terms hereof.

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9.1 If the VEHICLE is involved in any accident or collision, or is lost or stolen, or is involved in any incident which could prejudice OUR rights, the RENTER and/or DRIVER will take all such steps to safeguard OUR interests, including, but not limited to the following where appropriate:

9.2 Obtain the names and addresses of everyone involved and of possible witnesses, and details of other vehicles involved;

9.3 Not, without our prior written consent, admit any responsibility or liability or release 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;

9.4 Notify the police and US as soon as possible and in any event within 24 hours of the incident;

9.5 Within 48 hours of the incident complete and furnish to US OUR fully completed standard claim form;

9.6 Within 48 hours of the incident submit to US a copy of the DRIVER's licence;

9.7 Not abandon the VEHICLE and make adequate provision for its safety and security; and

9.8 Cooperate with US 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.

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10.1 YOU acknowledge that ownership of the VEHICLE will at all times remain vested in US, or the true owner of the VEHICLE.

10.2 YOU will not be entitled to cede or assign any of YOUR rights and obligations under this AGREEMENT or to sublet or part with possession of the VEHICLE.

10.3 The cost of fuel is not included in the amount of the rental. We will refuel all VEHICLES on return of the VEHICLE to US.

10.4 YOU are not permitted to carry out any repairs, including replacing any tyres, on the VEHICLE.

10.5 Any tampering by YOU with the odometer of the VEHICLE will be regarded as fraud. Where required in determining the rental charges, the distance driven by YOU or the DRIVER will be measured from the odometer installed in the VEHICLE. If such calculation is not practical, or possible for any reason whatsoever, the calculation will be done by such other reasonable method as WE may determine and YOU will be obliged to furnish all such information and assistance as WE may reasonably require for that purpose.

10.6 If the RENTER is not the DRIVER, then, without in any way detracting from the RENTER's obligations in terms of this AGREEMENT, the RENTER and the DRIVER will be liable to US jointly and severally for all and/or any amounts owing under this AGREEMENT.

10.7 Please be advised that although WE will use our best efforts, WE are unable to guarantee the availability of the VEHICLE to YOU at a particular time due to possible circumstances beyond our control. In the event that WE are however unable to do this, WE will endeavour to make alternative arrangements until such time as WE are able to make the VEHICLE available to YOU.

10.8 Save as otherwise stated in this AGREEMENT any addition to or alteration of this AGREEMENT will be null and void unless agreed upon by US in writing.

10.9 YOU agree that WE may sue YOU in the Magistrate's Court for all purposes under this AGREEMENT, notwithstanding that the subject matter, cause of action, or amount involved be otherwise beyond the jurisdiction of the said court.

10.10 YOU choose the address where YOU will receive notices for all purposes in terms of this AGREEMENT, at the RENTER's address specified in the AGREEMENT or, in the case of that address not being in the Republic of South Africa, at the DRIVER's local address specified in the AGREEMENT.

10.11 A certificate of any director, manager or accountant of FCR as to the amount owed by YOU to US will, on the face of it, constitute proof of the amount owing.

10.12 This document contains the entire AGREEMENT between YOU and US regarding the matters contained herein and WE will not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.

10.13 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 clauses will be and continue to be of full force and effect.

10.14 This AGREEMENT will be governed by and interpreted in accordance with the laws of the Republic of South Africa.

10.15 No extension, relaxation or other leniency that may be given or allowed by US can be taken to mean that other rights may not be enforced.

10.16 The RENTER and/or DRIVER authorizes US to conduct any credit checks which WE deem necessary to adequately assess the risk of contracting with YOU. WE are entitled to note any default by YOU in terms of this AGREEMENT and, in accordance with The National Credit Act's requirements, with any credit bureau, and YOU hold US blameless for any consequences arising from the notation.

**10.17.** YOUR privacy and processing of your PERSONAL INFORMATION is important to US, WE are committed to processing YOUR information in a lawful manner. WE retain PERSONAL INFORMATION for a period of 3 years from the date of reservation, your information gathered at reservation or rental counter stage will not be utilised for marketing activities, it is retained to facilitate the rental process and potential after the fact queries from a contractual perspective. Personal Information will only be shared with compliant 3rd parties when required by law for example the administration of traffic infringements to redirect fines via a data service to the Road Traffic Infringement Agency (RTIA) to the Administration Adjudication of Road Traffic Offence (AARTO). Frequent renters also require us to maintain their information to facilitate a quicker checkout process. Our comprehensive Group POPIA Policy can be found here: [www.cmh.co.za/group-popia-policy](http://www.cmh.co.za/group-popia-policy)

**Confirming a RESERVATION with US means YOU have read and understood the terms and conditions of this 5 ; R99A9BH YOU agree that YOUR attention has been drawn to the following important Waives.**

Clause 2.1: The VEHICLE is rented at YOUR sole risk

Clause 4.1: YOU agree to pay US all amounts owing in terms of this AGREEMENT

Clause 5: YOU may purchase in advance LIABILITY WAIVER to potentially reduce YOUR liability

Clause :

**Clause 10.17 YOU agree to US retaining your information for a period of 3 years from RESERVATION**