

TERMS AND CONDITIONS FOR WEBSITE

Welcome to Hire-A-Car Cape Town. In the below, we will refer to you as “the Hirer” and ourselves as HAC.

We wish to advise that, prior to your vehicle leaving the depot, a full service and full safety check has been done on the vehicle. You are reminded to drive carefully, within the speed limit and adhere to all the rules, laws, and regulations of the South African roads. We have roadside assistance available 24/7. Within a 200km radius from the HAC Head Office, this service is free.

Please call our roadside assistance team on **082 800 3330** should you be involved in any kind of accident or your vehicle malfunction. Furthermore, we wish to remind you that **NO COMPANY**, other than HAC (or a company authorized by the HAC team) may tow your vehicle. Should any other company tow your vehicle, you will be liable for all costs thereof.

A. INSURANCE, DEPOSITS AND EXCESS

1. Should you have opted to take our Super-Top up insurance, both your vehicle and the other party's' vehicle will be covered for damages.
2. Should this option **NOT** be taken up, you will be fully responsible for damages to the third party's' vehicle.
3. Should there be any damages to the vehicle, and you were acting within the Terms and Conditions of the contract, your maximum liability will be your full deposit.
4. If damages occurred whilst you were in breach of the Terms and Conditions of the contract, you will be responsible for full payment of all the damages incurred.
5. Should there be minor damages to your vehicle upon return of your vehicle, your full deposit will be withheld. A quotation will be done at the depot and you will be advised what these charges are. The balance of your deposit will then be paid to you.

The below will exclude you from all insurance cover, whether it be your own or for a Third Party. All costs and damages suffered will be for your liability and loss of deposit may occur:

6. The Hirer, or approved nominated driver, drives the vehicle whilst the blood alcohol level exceeds the South African limit.
7. The Hirer, or approved nominated driver, drives the vehicle whilst under the influence of any legal or illegal drug.
8. A non-approved driver drives the vehicle.
9. The vehicle is driven on any road, other than the tarred roads. This includes, but is not limited to gravel and / or dirt roads.
10. The Hirer or the approved nominated driver is driving recklessly, and/ or negligently and/or unlawfully.
11. If no other vehicle is involved in an accident.
12. Damages and/or loss is sustained whilst the Hirer or approved nominated driver is in breach of any of the terms of this agreement; any applicable South African laws, rules, regulations, speed limits or ordinances; or abandoning the vehicle.
13. Where the Hirer is in breach of any of the other clauses of the Rental Agreement.
14. Where the damage, loss or theft occurs where any of the above (6 - 13) apply, the Hirer will be liable for the total loss and/or damages suffered by HAC including and above the deposit.
15. The deposit is only valid **PER ACCIDENT OR DAMAGE INCIDENT**; where the car is damaged in any way; stolen or lost. The deposit **MUST** be renewed after each accident / damage incident, theft or loss.
16. Any damages to our vehicle, caused by a Third Party error or fault, **NOT** being limited to theft, remain the Hirers responsibility and will be for the Hirers' account. HAC is **NOT** responsible to recover monies from any Third Parties in lieu of the above. All monies will be collected directly from the Hirer.
17. With reference to Clause 10. Reckless and/or negligent and/or unlawful driving will be as determined by HAC in our sole discretion. Should HAC determine that payment will not be made on a claim due to reckless and/or negligent and/or unlawful driving; our decision will be final. The Hirer will be liable for payment of all damages suffered because of such accident / theft/ damage / incident.
18. It must be clearly understood that HAC is under **NO** obligation to make any payment in respect of any damages sustained by a third party due to any incident or accident between the vehicle hired by the Hirer and any other vehicle, person or thing. There will also be no obligation by HAC to assist the Hirer in regards thereto.

19. DEPOSITS

- 19.1 Deposit cover of R 4 000.00 is required for the Mazda's' and Ford Tracers.
 - 19.2 Deposit cover of R 5 000.00 is required for the Kia Picanto, VW Chico Golf; Tata Indica; Toyota Tazz; Nissan Almera , Chev Aveo and VW Polo.
 - 19.3 Deposit cover of R 9 000.00 is required for the Zafira;
 - 19.4 Deposit cover of R 9 000.00 is required for the Mazda drifter and Ford Ranger.
 - 19.5 Deposit cover of R 9 500.00 is required for the Tata D/Cab; Ford Ranger and Nissan Hardbody
 - 19.6 If the Hirer is younger than 21, an extra fee is added to each deposit cover.
 - 19.7 If there are two drivers on the vehicle, an extra R 1 000.00 is added to the deposit cover.
20. The Hirers' deposit will be withheld in the event of but not limited to:
- 20.1 The Hirer **fails to return the vehicle** to HAC at the expiration of the period of the hire or any lawful extension thereof.
 - 20.2 The Hirer having **failed to pay HAC**, by the due date, all or any amounts payable by him/her as referred to in the Agreement or any lawful extension thereof.
 - 20.3 Damage being sustained to the vehicle because of a collision occurring whilst the Hirer or approved nominated driver in an unlawful manner in contravention of any law.
 - 20.4 The Hirer, or the approved nominated driver, having an endorsed drivers' license.
 - 20.5 The Hirer, being a company or incorporated association and the vehicle being driven by any person, other than such person as nominated by said association or business hiring the vehicle. Nomination of said driver must be in writing and delivered to HAC prior to entering into his agreement.
 - 20.6 The vehicle is being driven by anyone under the age of 21, unless permission has been granted by HAC, in writing.
 - 20.7 Damages sustained to the vehicle because of any nature of crime, political unrest, negligence, reckless endangerment, or mechanical negligence by the Hirer or approved nominated driver.

B. DELIVERY, RETURNS AND EXTENSIONS

1. HAC will deliver the vehicle to Cape Town International Airport, within business hours, Monday to Sunday. Alternatively, delivery will be the next morning, to your place of stay, also within business hours, Monday to Sunday.
2. Upon delivery of the vehicle, both the Hirer and the HAC Representative will check the vehicle for any damages. Both the Hirer and the HAC Representative will notate these damages on the damage report sheet, which has to be signed.
3. The Hirer needs to arrange for the vehicle to be checked, at the depot, 24 hours prior to departure / expiration of the hire period. The checking of the vehicle needs to be done within business hours, Monday to Sunday. Failure to do so may result in the full deposit being withheld. Once at the depot, the vehicle will be checked, should there be no damages; the deposit will be paid to the Hirers' bank account.
4. Upon returning of the vehicle, both the Hirer and the HAC Representative will again check the vehicle for any damages. Any new damages will be notated on the damage report sheet and again signed by both the Hirer and the HAC Representative.
5. An invoice will be issued to you, for any payment of damages. This invoice needs to be signed by both the Hirer and the HAC representative.
6. The vehicle is released to you with a maximum of a quarter tank of fuel and must be returned with the same amount of fuel in it. A R50.00 fuel admin fee will be charged if the vehicle is not returned with a quarter tank of fuel.
7. The vehicle is to be returned clean and neat, as it was delivered to them. Should the vehicle be dirty, a valet fee of up to R500.00 may be charged to the Hirer.
8. All late comers will be charged at R100.00 per hour or part thereof.
9. For "no-shows" on date of return, a "no show" admin fee of R350.00 will be charged to the Hirer. This charge will be over and above outstanding rental and damages incurred due to breach of contract and not returning the vehicle upon the arranged date.
10. Not returning the vehicle on the agreed date of return, will constitute illegal possession of the vehicle. HAC reserves the right to report the vehicle as stolen. Should any costs be incurred in recovering the vehicle and extra day's rental, this will be for the account of the Hirer.

EXTENSIONS

11. All extensions to the rental period must be done so in writing, via email, within 2 (two) business days (Monday – Friday) prior to the original return date.
12. Should the Hirer not comply with the notification period, a fine of R500.00 may be charged.
13. In the event that HAC agrees to the car rental extension, the additional rental fee needs to be paid, over the counter, into our bank account at the nearest ABSA branch, 24 hours prior to original expiration of the original rental period. Proof of such payment needs to be emailed to the office immediately after payment has been made.
14. A late payment fee of R350.00 will be charged should payment not be made timorously.
15. The extension of the original rental period is at the sole discretion of HAC and will only be considered subject to vehicle availability.

C. DRIVERS' LICENCES AND PASSPORTS

1. The Hirer and approved additional driver / s confirms that the license presented to HAC is a valid, legitimate and legally obtained drivers' license and can be legitimately used within the Republic of South Africa.
2. Should HAC not be in possession of a valid driver's license, for any of the approved drivers', there is no insurance cover on the vehicle.
3. Should there be an incident or accident, without HAC having a legal drivers' license, the Hirer will be wholly and fully responsible for all costs and / or charges incurred.
4. Should the Hirer wish to add a driver during the course of the term, the nominated driver will only be authorized once HAC has received a copy of the valid drivers' license and passport and proof of payment for the additional driver.
5. The Hirer furthermore undertakes and warrants that he/she will not permit the vehicle to be driven by any person/s other than him/her and the approved nominated driver/s.

D. ACCIDENT OR BREAKDOWN PROCEDURE

1. In the event of the Hirer or approved nominated driver is involved in any accident, incident, loss or theft of the vehicle, the procedures are as follows:
 - 1.1 HAC is to be contacted immediately by phoning our 24 hour number on 082 800 3330 to advise of the incident.
 - 1.2 A detailed report of the event, with photographs, needs to be forwarded via email to wpswiggins@gmail.com, within 24 hours of the event, accident or incident.
 - 1.3 Names, addresses and contact details are to be obtained for all people involved and possible eyewitnesses.
 - 1.4 The Hirer or approved nominated driver is NOT to admit any guilt responsibility or liability.
 - 1.5 The incident / accident needs to be reported to the police within 24 hours.
 - 1.6 An accident report needs to be completed at the Police Station. Once completed, the Police need to supply you with a case number BEFORE leaving the Police Station. The case number then needs to be emailed to wpswiggins@gmail.com and a text sent message immediately sent to our 24-hour mobile number – 082 800 3330.
 - 1.7 The Police need to provide you with a copy of the report before you leave the Police Station. This must immediately be emailed to wpswiggins@gmail.com.
 - 1.8 Failure to provide the above information will result in the Insurance repudiating the claim. The Hirer will then be liable for all costs and expenses resulting from the incident, accident, or theft of the vehicle.
 - 1.9 **DO NOT GIVE YOUR CONTACT DETAILS TO THE POLICE. OUR 24-HOUR MOBILE MUST, AT ALL TIMES BE THE CONTACT NUMBER ON ALL DOCUMENTATION.**
 - 1.10 Telephonic assistance will be provided for any breakdown / incident or accident outside the 200 km radius of the HAC Head Office.
 - 1.11 Any costs incurred in getting the vehicle to the HAC Head Office, will be at the Hirers cost.
 - 1.12 ONLY an HAC authorized company may tow the vehicle. Should this not be adhered to, the Hirer will be liable for costs thereof.
 - 1.13 In the event of the vehicle having a flat tyre, the Hirer will remove the flat tyre, put on the spare wheel from the boot and have the flat tyre repaired, at his/her own cost. The repaired tyre will then be returned to the vehicle and the spare to the boot.
 - 1.14 Should the tyre be irreparably damaged, replacing of the tyre will be for the cost of the Hirer.

E. TRAVEL FEES

1. We offer 100 free kilometers per day or 2500 free kilometers per month.
2. Should your kilometers exceed the limit; each kilometer will be charged as per the individual class rates.
3. Unlimited kilometers are offered at a fee as per each vehicle category.

4. The option to take up the unlimited kilometers needs to be indicated either on the booking or upon signing of the contract. NO late requests will be entered into.
5. Should the Hirer wish to travel further than the 200 km radius, written permission first needs to be obtained from HAC.
6. Non-disclosure of extended traveling may result in a penalty. This will include but is not limited to, the excess kilometer fee.
7. Should the Hirer travel further than the kilometers permitted and has an accident, incident, breakdown or the vehicle is stolen, the Hirer will be liable for all expenses incurred, over and above the deposit.
8. NO HAC vehicle is permitted to travel outside the borders of the Republic of South Africa.

F. IMPORTANT INFORMATION

1. The Hirer indemnifies and will not hold HAC responsible for any claims resulting from the use of the vehicle.
2. In the event of the vehicle being damaged, the negligence of the Hirer shall be deemed the sole cause of such damage and the Hirer will be held responsible for all damages, expenses, compensation, and costs payable to HAC.
3. The Hirer shall be liable for any damages or theft claimed in respect of the vehicle for whatsoever reason and howsoever arising
4. The Hirer shall be obliged to pay the full amount of damages sustained by HAC because of such damage or theft, in the event of the vehicle being damaged to such an extent that it shall be uneconomical to repair.
5. The Hirer shall be obliged to pay the rental at the rate as discussed, in respect to the vehicle until the value of the vehicle, in its damaged state be established to the satisfaction of HAC. The Hirer will thereupon be liable to pay HAC the difference between the value of the vehicle, at the time of hiring the vehicle, by the Hirer and the assessed value of the vehicle as herein referred.
6. The Hirer is responsible for observing the roadworthy conditions of the vehicle throughout the rental period. Should there be any defects and / or malfunctions from an accident or wear and rear or any other malfunctions or happenings, which render the vehicle un-roadworthy for any reason whatsoever, the Hirer, must immediately refrain from using the vehicle.
7. HAC will not be responsible for any accidents/injuries/damages that are resultant from the Hirer driving an unroadworthy vehicle.
8. HAC will not be liable for any loss or damage to any property left or transported in or on the vehicle, irrespective of whether or not the loss or damage resulted from our negligence.
9. The Hirer hereby assumes full responsibility of such loss or damage and waives all claims against HAC arising there from. The Hirer agrees to indemnify HAC in respect of all claims arising there from.
10. The client is responsible to maintain and regularly check the oil and water levels and the tyre pressure.
11. HAC will only repair / replace any malfunctioning part(s) and restore the vehicle to a roadworthy condition, provided the vehicles un-roadworthy condition is NOT as a result of the breach by the Hirer in terms of the Rental agreement.
12. The towing of an HAC vehicle that has not been authorized by HAC directly, AND confirmed **via text from 082 800 3330** will be for the Hirers own account.
13. NO ONE may drive the vehicle EXCEPT for the Hirer and approved additional driver.
14. It is the Hirers responsibility to inform the approved additional driver/s of all the Terms and Conditions laid out in this document. The Hirer remains fully liable for any loss or damages as laid out in the contract, regardless of whether the Hirer is responsible or not.
15. Both the Hirer and the approved nominated driver shall be jointly and severally liable for all payments due to HAC in terms of the contract and Terms and Conditions.
16. A new contract will HAVE to be entered into should the Hirer, for any reason whatsoever need / want to “opt out” of the contract prior to expiration of the originally booked term. The contract can, under NO circumstances be transferred to the Approved Nominated driver or any other person.
17. HAC reserves the right to enter into a new contract and may insist on the vehicle being returned to our Head Office immediately.
18. Should it become apparent to HAC that the Hirer has absconded, the deposit will be withheld, and all damages will be for the approved nominated driver or other drivers’ cost.
19. NO refunds are given for early termination of the contract. HAC reserves the right to offer a credit for the next time the Hirer may require a vehicle.
20. The odometer on the vehicle shall be deemed to record accurately, the distance covered by the Hirer. Should the odometer, for whatsoever reason, cease to operate efficiently or at all, the Hirer must notify HAC immediately.

21. Should the odometer cease to operate efficiently, or at all, the Hirer shall furnish HAC with full particulars regarding to the use, which the vehicle has been put to. This includes, but is not limited, to the distance covered during the period of the hire, subsequent to the breakdown of the odometer, immediately upon the return of the vehicle to HAC. Such distance shall be reasonably assessed by HAC.
22. The Hirer furthermore must immediately inform HAC and return the vehicle to the HAC Head Office, in the event of the odometer ceasing to function efficiently or at all for any reason whatsoever.
23. Should any person have tampered with the odometer seals during the period of the hire or extension thereof or the odometer ceases, for any reason other than mechanical breakdown. In such event the Hirer shall pay the sum of R6.00 per km to HAC upon demand as and from the time when the vehicle was delivered by HAC to the Hirer, up to the time when the vehicles was returned to the HAC head office.
24. In the event of the vehicle, being returned to HAC and it appears that repairs of whatsoever nature are to be done to the vehicle; HAC shall cause the repairs to be effected and shall have the right to hold the Hirer liable for the cost thereof. In such an event, the hire of the vehicle shall be deemed to continue, until the date upon which the repairs are completed. The Hirer shall be obligate to pay HAC the basic rental from the time of delivery to the vehicle until the date aforementioned.
25. The Hirer of the vehicle shall under no circumstance whatsoever be deems to be the agent or employee of HAC.
26. In the event of the Hirer affecting any repairs to the vehicle, whether it be himself or him authorizing any other person to affect said repairs, prior to receiving written authority from HAC, the cost of such repairs shall be borne by the Hirer.
27. The Hirer will not sub-let the vehicle to any other person.
28. The Hirer or any other person will not use the vehicle for racing or high-risk activity, towing, rallying or in competitions of any kind.
29. The Hirer will not use the vehicle to transport any passengers for a reward or in the manner, which is likely to damage the vehicle or carriage.
30. The Hirer will not use the vehicle in any high-risk areas or where there are incidents of civil unrest or into any informal settlements.
31. The Hirer undertakes that the vehicle will not be used outside the borders of the Republic of South Africa. Failure to comply will constitute a breach of agreement, resulting that the Hirers deposit will be forfeited. **NO EXCEPTIONS WILL BE MADE.**
32. The Hirer warrants that any authorized person whose blood alcohol concentration exceeds the South African legally permitted limit will not drive the vehicle. Furthermore the hirer undertakes that no authorized person will drive the vehicle whilst under the influence of intoxicating liquor or narcotics (be it legal or illegal)
33. The Hirer undertakes that he/she and all authorized drivers will have a valid drivers' license and will comply with all applicable laws and in all respects with the provisions of this agreement.
34. If the vehicle is driven by anyone other than the Hirer or authorized additional driver/s, the Hirer shall remain liable for all his obligations in terms of this agreement and he/she shall be liable to pay Hire-A-Car as if he/she had been the driver.
35. The Hirer undertakes to report, immediately any breakdown; collision in which it is involved; or theft of the vehicle.
36. The Hirer shall not convey articles in the vehicle, which may cause damage to upholstery or any part of the vehicle.
37. The Hirer undertakes to return the vehicle to the HAC head office for lubrication and service, every 5000km's or every 60 days (whichever comes first); after delivery of the vehicle.
38. Alternatively, the Hirer shall satisfy HAC that the service, if any, has been affected at a reputable garage and the cost of the service and any materials used in connection hereto will be entirely borne by the Hirer.
39. The Hirer acknowledges that the vehicle is complete with a spare wheel, jack, and a wheel brace. Should the vehicle be returned without said items, the Hirer will be charged for the replacing of said items.
40. HAC shall not be obliged to place another vehicle at the disposal of the Hirer in the event of the vehicle being damaged, stolen, or rendered unfit for use. The Hirer shall forfeit the deposit should the above events occur.
41. In the event that HAC does decide to replace the vehicle, a new deposit will be required, prior to delivering the new vehicle.
42. The Hirer undertakes that the vehicle will only be driven on properly constructed roads and NOT on sand, marsh, bog or any other surface not specifically designed for the use of road traffic. Any damages as a result hereof will be charged to the Hirer.
43. HAC may at its sole discretion, terminate this agreement at any time, by notifying the Hirer either verbally or in writing. The Hirer shall return the vehicle to the HAC Head Office with immediate effect. The obligations of

the Hirer and the rights of HAC under this agreement shall continue in effect until the vehicle has been returned to the HAC Head Office and the Hirer has complied with all his/her obligations.

44. Any indulgency by HAC shall be entitled at all times, notwithstanding such indulgencies or non-enforcement to call upon the Hirer to comply with any of the terms and conditions hereof and takes the necessary legal steps to enforce compliance therewith.
45. In the event of complaints being received of reckless or dangerous driving, the Hirer will be advised both via a text message as well as via email. The agreement may be terminated with immediate effect and the Hirer will return the vehicle to the HAC Head Office within 4 hours of notification hereof.
46. The Hirer warrants and represents that all statement contained in this Agreement are true and correct and that his agreement is entered into on the faith of the truth of every particular so warranted and represented.

G. ADDITIONAL CHARGES

1. NO stickers may be removed from the rental vehicle. There will be a R500.00 replacement fee for each sticker that has been removed.
2. NO stickers, other than those of HAC are permitted on the vehicle. A removal fine of R500.00 will be charged for each sticker that has been illegally put on the vehicle.
3. Mechanical breakdown calls out charges are free (within the 200km radius). However all other call out charges will be charged at R500.00 per call out and R5.00 per km. (EG. Keys locked in the car, flat battery, flat tyre, etc).
4. In the event of the vehicle being returned dirty, and not in the same condition as was delivered to him/her, a minimum valet/cleaning fee of R500.00 may be charged.
5. HAC vehicles are only allowed to be driven on tarred roads. Hirers will be liable for a minimum fee of R500.00 for dust and gravel road driving as well as the full costs to cover any damages resulting from driving on these surfaces.
6. Approved Nominated drivers will be charged a minimum once of fee of R350.00 per driver (or as per individual class rates).
7. The Hirer hereby undertakes to pay interest at the rate of 30% (thirty per cent) per annum to HAC upon demand, in respect of all overdue amounts payable in terms of this Agreement from the date upon which such amount became due and payable, until date of payment.
 - a. **LATE RENTAL PAYMENT:** The Hirer hereby undertakes to go onto a daily rental rate as specified on the website, for each day that the rental payment is late. At HAC's discretion, an admin fee of R350.00 may be charged.
8. Any discount offered on the contract falls away if the car is - damaged or abused or if the account is not settled in full.
9. Orders or vouchers offered in payment are accepted, only on condition that the Hirer takes joint responsibility for the full payment.
10. The Hirer shall be liable for all costs, disbursements and other charges incurred by HAC, should HAC have to institute an action against the Hirer. This Includes but is not limited to the generality of the afore going legal costs on the scale as between the Attorney and the Own Client, tracing charges, collection commission and any other commissions.

H. TRAFFIC FINES, OFFENCES AND PENALTIES

1. The Hirer is liable for payment of all traffic fines (speeding or parking), offences, and E-Toll charges that occur during the time he/she is in possession of the vehicle.
2. Parking tickets, which a traffic officer generally places on the front windshield, is required to be paid within 24 hours of receiving this violation. Proof of payments need to be forwarded to the HAC email address: - wpswiggins@gmail.com as soon as payments have been made.
3. An additional R150.00 per fine, is payable by the Hirer.
4. Speeding fines are all deemed as reckless driving.
5. Fines where the speed exceeds 20 kilometers per hour or more above the speed limit will be charged to the Hirer at R500.00 penalty per offence.
6. Fines where the speed exceeds 30 kilometers per hour or more above the speed limit will be charged to the Hirer at R1000.00 penalty per offence.
7. Traffic fines that result in an immediate Summons to Court (Non-Admission of Guilt) penalty of R2000.00 in addition to the fine will apply.
8. HAC will not be responsible for any contravention of any laws, whether traffic or otherwise or for any traffic fines incurred by the Hirer while in possession of the vehicle. The Hirer thereby selects domicilum citande at

executandi for service of all notices and/or legal processors arising out of this agreement at anyone of the Hirers' addresses referred to on the face of this agreement.

I. CANCELLATION OF THE RENTAL AGREEMENT

1. Premature cancellation of the contract will result in a penalty that will be charged at either:
 - a. An admin fee of R1000.00, IN ADDITION TO 20% of the full / total quoted amount.
 - b. The period of the original booking will revert to the relevant daily rate of the vehicle booked.
2. It is explicitly noted that there will be NO refunds on early returns for the balance of the rental period. (Refer to Clause G)

J. GENERAL CLAUSES

1. In this Agreement, "Business Day" means any day other than a Saturday, Sunday or statutory public holiday in the Republic of South Africa.
2. Interest shall accrue on all amounts owing under this agreement, including capitalized interest, at the Prime Rate plus 2% (two per cent) compounded monthly in arrears from (and including) from the date on which such amount became due. "Prime Rate" means the prime lending rate expressed as a percentage per annum calculated daily and compounded monthly in arrears on the basis of a 365 day year as quoted by any bank from time to time and certified by any manager of that bank, on the basis that the appointment, qualification and authority of the signatory of such certificate need to be proved.
3. This agreement will in all respects be governed by and construed in accordance with the laws of South Africa. HAC shall be entitled, although not obligated, to institute all or any proceedings against the Hirer in connection the this Rental Agreement in the Cape Town Magistrates Court and the Hirer hereby consents to and submits to the jurisdiction of that court.
4. A certificate issued by an authorized person of HAC, as to any indebtedness of the Hirer in terms of this Rental Agreement; or any other fact relating to this agreement shall be prima facie evidence of the Hirers indebtedness to HAC hereunder and/or such other fact for the purpose of provisional sentence or summary judgment proceedings or for any other purpose.
5. Each clause, sub-clause and sentence of this Rental Agreement shall be severable, the one from the other. If any of these clauses or sentences are found to be defective or unenforceable, for any reason, by any competent court, then the remaining clauses, sentences and sub-clauses shall be and continue to be of full force and effect.
6. HAC shall be entitled to cede, delegate, assign, or transfer any of its rights and/or obligations in terms of this agreement or any part thereof to any third party. Such assignment or transfer shall be deemed complete and enforceable with effect from the date upon which a notice in writing signed by both the RAC and the assignee/transferee attesting to such assignment is delivered to the customer.
7. The Hirer shall **NOT** be entitled to cede, delegate, assign, or transfer any of his rights and/ or obligations in terms of this agreement to any person.
8. This agreement constitutes the whole agreement between the parties in relation to the subject matter thereof and supersedes any other discussions, agreements and or understanding regarding the subject matter hereof. No party shall accordingly be bound by any undertaking, representation, warranty or promise not recorded therein.
9. No variation of, addition to, consensual cancellation of or waiver of any right arising in terms of this agreement shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the parties.
10. No relaxation, indulgence or extension of time granted by HAC, to the Hirer shall be construed as a waiver of any of HAC's rights in terms hereof; or a substitution of a new contract in place of an old one, of any of the terms of the agreement or stop HAC from enforcing strict and punctual compliance with the terms of this agreement.
11. This Rental Agreement may be signed in one or more counterparts, ALL of which shall be considered the same agreement and shall become effective when each of the parties to this agreement has signed a counterpart.
12. During the rental period, including any extension thereof, the vehicle may NOT be used:
 - a. To convey passengers, or goods for payment.
 - b. To tow any other vehicle.
 - c. For sport or
 - d. In contravention of any law in the Republic of South Africa.
13. The Hirer agrees to keep the vehicle properly locked at all times and is to ensure that the keys are under his/her control at all times.

14. HAC will be entitled to conduct a credit check and/or a criminal check on the Hirer. HAC will be entitled to record any defaults in payments due on this agreement with any / all of the credit agencies in The Republic South Africa in which case HAC will not be liable for any consequences of such disclosure on the Hirer.
15. HAC is entitled to disclose any information obtained as a result of the entering into, or breach, of the Rental Agreement, whether personal or otherwise to any person, and is entitled to use all information at its disposal for purposes of tracing and recovering the vehicle if it is not returned to HAC at the agreed time.
16. The parties hereby consent the jurisdiction of any Magistrates Court having jurisdiction over the person or the Hirer within the Republic of South Africa in respect of any proceeding which may arise under this agreement, notwithstanding the fact that the subject matter or cause of action would otherwise be beyond the jurisdiction of such Court.
17. HAC shall not be responsible for contravention of any laws, whether traffic or otherwise, or for any traffic fines incurred by the Hirer while in possession of the vehicle. The Hirer thereby selects domicilum citande at executandi for service of all notices and / or legal processor arising out of this Agreement at anyone of the Hirers' address referred to on the face of this Agreement.
18. The Hirer hereby warrants and undertakes that he/she has obtained the necessary authority Motor Carrier Transportation Certificate Exemption from the Local Road Transport Board; or any authority concerned to lawfully utilize the vehicle hereby by him, for the purpose to which he/she intends putting and actually uses the vehicle, in so far as such Motor Carrier Transportation Certification Exemption or Authority may be necessary in the event of the Hirer not first having obtained with persons concerned for the Contravention by the Hirer of any laws or regulations occasioned by the use of the vehicle by the Hirer.

K. INDEMNITY AND RISK

1. Save for Misconduct, the Hirer indemnifies and holds HAC harmless against all liabilities, damages, costs and expenses howsoever incurred or suffered by the Hirer or any Third Party:
 - a. During the period of the Rental Agreement or
 - b. During any extension thereof or
 - c. Arising out of the Hirers' use or possession of the vehicle at any time.
2. In this Rental Agreement, "Misconduct" shall mean any willful or intentional act to harm the Hirer, including gross negligence, by an employee or meme of HAC – and it is the only exception to the indemnity contained in this clause.
3. HAC is further indemnified and held harmless for any action taken, or procedures followed, by virtue of reliance placed on information obtained from the Hirer or its representative or any Third party.
4. Without limiting the generality of Clause K1, which will take precedence over this clause, the Hirer notes that he/she is responsible to abide by terms of this Rental Agreement and has indemnified HAC against any claims made due to, or during, lack of compliance with the terms of this Rental Agreement for any reason whatsoever.
5. Notwithstanding anything to the contrary contained herein and to subject to an act of Misconduct on the part of HAC, the Hirer enters into this Agreement and rents the vehicle at his/her own risk. The Hirer shall bear all risk howsoever arising through and out of the operation of this Rental Agreement and/or the Hirers use of the vehicle.
6. HAC shall NOT be liable for any loss, prejudice, injury or damage howsoever caused or sustained, whether in contract or violation of the law, whether arising directly, indirectly, or consequentially to the action of HAC.
7. HAC shall further not be liable for any indirect or consequential loss arising out of this Rental Agreement.
8. The Hirer is bound by the terms of this Rental Agreement whether he / she was driving the vehicle or not.
9. The Hirer indemnifies and holds harmless HAC against all claims of whatever nature and howsoever arising which may be made against HAC resulting from the use of the vehicle or the manner in which it is driven when it is the possession of the Hirer, including claims which may be attributed to the acts of missions HAC. In the event of the vehicle being damaged, other than as a result of any collision with any other vehicle; the negligence of the Hirer shall be deemed the sole cause of such damage. The Hirer will be held responsible for all damages, expenses, compensation, and costs payable to HAC, unless the Hirer can establish that the cause of such damage is not attributed to his / her negligence.

L. CREDIT CARD AUTHORISATION

1. Prior to release of the vehicle to the Client, an authorization must be signed by the Hirer giving HAC permission to debit any amount due, in terms of the Agreement, including but not limited to amounts to cover damages to the vehicle, fines, breach of contract and all other payments that are payable to HAC in terms hereof.
2. If the deposit is paid by means of a credit card, and the rental period extends 30 days, another authorization will be obtained from the bank on the 29th day, to ensure the deposit is still covered.
3. Should the block, for any reason whatsoever not be authorised, the Hirer is to pay the deposit, in cash, within 12 hours. Failure to do so will result in the Hirer having no insurance cover and all costs that may be incurred in this period, will be for sole expense of the Hirer.

4. Should the Hirer fail to pay the deposit, HAC will be entitled to collect the vehicle and the Hirer will forfeit his/ her rental paid.
5. Should the Hirer loose his / her credit card, they are to advise HAC immediately and forward new credit card details in order for the authorization to be re-processed. Failure to do so will result in the Hirer having no insurance cover and all costs that may be incurred in this period, will be for sole expense of the Hirer.

M. BREACH OF CONTRACT

Breach of this agreement occurs, but is NOT limited to when:

1. The vehicle is driven by a person/s not listed as authorized drivers.
2. The loss or damage or the event giving rise thereto occurred in a situation as specified in S5; S7 and S11
3. Any person without a valid drivers' license drives the vehicle.
4. The Hirer breaches any material term or condition of the agreement.