

TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Definitions

In this agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned to them below:

1.1 Company / Us / We means V Rentals and/or any of its subsidiaries, related entities, or affiliated businesses, including the company identified in the top right-hand corner of the Rental Agreement to which these terms and conditions are attached.

1.2 Hirer / You means the renter identified in the Rental Agreement to which these terms and conditions are annexed.

1.3 Authorised Driver means you and/or any driver or additional driver specified in the Rental Agreement.

1.4 Vehicle means the vehicle identified in the Rental Agreement, or any replacement vehicle provided by us, together with all vehicle documents, keys, tyres, tools, and accessories supplied with it.

1.5 Rental Period means the period between the “Date Out” and the “Due Date Back” specified in the Rental Agreement, or, where extended, the revised time and date recorded by us.

1.6 Official Rates means our rates as charged from time to time and/or as published and amended from time to time, applicable to the vehicle rented in terms of this agreement and available at any of our offices.

1.7 Accessories include one jack and handle, one spare wheel and wheel spanner, one set of warning triangles, one lockable fuel tank cap and keys, and any additional accessories listed in the Rental Agreement and/or the vehicle’s digital inspection sheet.

1.8 Persons includes any natural person or legal entity. Words importing one gender include the other genders, and words importing the singular include the plural and vice versa.

1.9 Rental Agreement means the document headed “Rental Agreement” together with these terms and conditions, the vehicle’s digital inspection sheet, and any other document created in accordance with these terms and conditions.

2. Delivery of Vehicle and Completion of Hire

2.1 The vehicle shall be at your sole risk from the date and time of delivery until it is returned to us. You undertake to return the vehicle undamaged, in good order, and in a roadworthy condition, fair wear and tear excepted. You are responsible for inspecting the vehicle immediately upon delivery to ensure that it is free of defects and damage. If you fail to inspect and report any damage or defects to us, the vehicle shall be deemed to have been delivered in good condition, and you shall be liable for all related damage and charges.

2.2 On expiry or termination of this agreement, you shall return the vehicle, at your expense, to our authorised representative at the depot where you took delivery or at any other agreed location recorded by us. You acknowledge that failure to return the vehicle in accordance with this agreement shall constitute unlawful possession, and we shall be entitled to repossess the vehicle wherever it may be found and from whomever may possess it. Any costs incurred by us in recovering possession shall be for your account.

2.3 Upon returning the vehicle, you shall:

2.3.1 park the vehicle in our designated parking area;

2.3.2 ensure that the vehicle is properly locked and secured;

2.3.3 hand the vehicle keys to our authorised representative where our offices are open for business;

2.3.4 leave the keys in the designated drop safe where our offices are closed;

2.3.5 remain responsible for the risk of loss of or damage to the vehicle until we have recorded its return; and

2.3.6 acknowledge that, where the vehicle is fitted with a tracking device, any information obtained from that device shall constitute prima facie proof of all readings and recordings relating to the vehicle and may be used by us in legal proceedings. You bear the burden of disproving the accuracy of any such reading.

3. Use of Vehicle

You warrant and undertake that:

3.1 all information provided by you to us is true, accurate, and complete;

3.2 you and/or the authorised driver are over the age of 23 years, hold a valid and unendorsed driver's licence for the relevant class of vehicle for at least three years, have not been convicted of any offence resulting in endorsement or cancellation of

such licence, and will not drive the vehicle while under the influence of alcohol or any other impairing substance;

3.3 you are not physically or otherwise incapable of safely operating the vehicle;

3.4 only you or an authorised driver may drive the vehicle;

3.5 whenever the vehicle is not in use, you will lock it, activate any alarm or security system installed in it, and keep the keys securely in your possession or safe custody;

3.6 the vehicle shall not be used for the transport of persons or property for reward, in contravention of any law, in any race, speed test, or contest, or on roads that are not properly constructed or are unsuitable for the type of vehicle rented;

3.7 the vehicle shall not be used in any manner that would constitute a breach of South African law or of this agreement;

3.8 you shall exercise a strict duty of care in relation to the vehicle and ensure that it is driven only on roads and in conditions suitable for the type of vehicle rented;

3.9 the vehicle is rented on the basis that you are not acting as a tour operator, agent, or representative of V Rentals, and that the vehicle is being used for leisure travel only and not for the carriage of passengers or freight for reward or for cross-border road transport unless fully declared to us in writing and expressly approved in writing by us;

3.10 neither you nor any third party shall use the vehicle in contravention of the Customs and Excise Act;

3.11 you will not take the vehicle into any area or onto any road where there is a risk that the vehicle may be damaged, lost, or stolen as a result of civil unrest, riot, or political disturbance;

3.12 you will not use the vehicle to tow another vehicle or trailer unless specifically authorised by us and unless the vehicle is appropriately fitted with a tow hitch and towbar;

3.13 the vehicle will not be taken outside the Republic of South Africa without our prior written consent;

3.14 if the vehicle is driven at a speed exceeding 150 km/h, as recorded by our monitoring systems, the following penalties shall apply:

3.14.1 for a first recorded breach, no penalty shall apply;

3.14.2 for a second recorded breach, you shall be charged a penalty of R5,000.00; and

3.14.3 for a third recorded breach, you shall be charged a penalty of R10,000.00 and the vehicle shall be returned to us immediately, failing which we may recover and impound it wherever it may be found.

4. Deposit, Payments and Refunds

4.1 All prices include VAT unless otherwise stated. Unless credit has been granted to you in writing, all amounts are payable on demand in accordance with clause 4.7. Where credit has been granted, payment of any account rendered must reach our Head Office within thirty (30) days from the date of the statement for the month during which credit was granted.

4.2 Where a special rate, discount, or commission has been negotiated and payment is not received in accordance with this agreement, we reserve the right to charge the full prevailing rate applicable at the time of the rental for the duration of the hire.

4.3 We shall be entitled, in our sole discretion, to allocate any deposit paid by you to any amount owed by you to us at any time and for any reason. By signing this agreement, you authorise us to do so.

4.4 You agree to pay us immediately on demand for the following:

4.4.1 the rental charges set out in the Rental Agreement and/or our official rates, whichever applies;

4.4.2 fuel, which is not included in the rental rate. The vehicle is delivered with a full tank. If you fail to refuel it before return, an estimated refuelling cost will be charged to your invoice. If the estimate is later found to be underbilled by more than R60.00, the difference will also be charged to you;

4.4.3 all traffic fines, administration fees, e-toll surcharges, toll administration fees, rental administration fees, taxes, duties, levies, legal costs, and tolls payable by us to any third party arising from your use of the vehicle;

4.4.4 all costs incurred by us in procuring the return of the vehicle in terms of clause 2.2, including towing charges, losses, damages, and related expenses;

4.4.5 all amounts that would have been payable had the rental period been validly extended to the actual date of return where the vehicle is returned late;

4.4.6 all costs incurred by us in repairing damage to the vehicle and any loss or damage suffered by us as a result of theft, fire, abuse, negligent or reckless driving, or any other cause;

4.4.7 any valet or cleaning charges reasonably levied in respect of the vehicle;

4.4.8 any administration fee arising after an accident, including assessor's fees, traffic offence administration fees, and toll handling fees; and

4.4.9 any amount for which you are liable in respect of loss or damage following an accident, regardless of who caused the accident or was negligent.

4.5 If payment is to be made by credit card or charge card, your signature to this agreement constitutes authority to the card issuer to debit your account with the total amount payable under this agreement, including all related charges and costs.

4.6 All additional charges reflected in the Rental Agreement shall be payable by you. Such charges may be debited to your authorised card and/or deducted from any deposit paid. These amounts shall remain non-refundable until all charges payable in terms of this agreement have been raised, after which any balance due to you will be refunded or released.

4.7 You shall pay all amounts due under this agreement on demand. If any payment is not made on its due date, we may, without prejudice to any of our rights, impose administrative charges and penalties.

4.8 Invoices for vehicles returned after 17h00 will only be finalised the following morning once the vehicle has been checked and processed.

4.9 Deposits for rentals exceeding seven (7) days shall be banked and refunded only after the vehicle has been returned and cleared. Any adverse exchange rate fluctuation shall be for your account.

4.10 You are responsible for ensuring that all amounts due under this agreement are paid in full and on time. Failure to do so may result in the account being handed over for collection, and you acknowledge that adverse credit reporting may occur. You shall remain liable for the full outstanding amount, including collection fees, legal costs, and related charges.

4.11 Debit card payments are accepted subject to the following conditions:

4.11.1 debit card payments are available for self-pay customers, including website, walk-in, and broker bookings;

4.11.2 a single payment covering the rental amount and deposit must be processed at the time of collection;

4.11.3 all payments must be verified via 3D Secure or chip-and-PIN authentication;

4.11.4 debit card payments attract an administration fee applied to the daily rental value, subject to credit scoring and the applicable reported score;

4.11.5 deposits for debit card payments will be higher than those for credit card payments, depending on vehicle class and the prescribed deposit schedule; and

4.11.6 debit card rentals may require higher deposits, particularly over weekends.

4.12 Card usage is subject to the following:

4.12.1 only one debit card may be used per rental transaction;

4.12.2 the same debit card used for the booking must be presented at collection, and split payments or multiple cards are not permitted;

4.12.3 for website reservations, the same debit card must be used both at booking and at collection;

4.12.4 the card must display the name of the customer collecting the vehicle, except in the case of authorised business cards; and

4.12.5 only one active rental is permitted per debit card at a time.

4.13 Refunds for debit card transactions will be processed within seven (7) to ten (10) working days after the Damage Billing Review process has been completed and the final invoice issued. In the event of an accident or damage claim, the full deposit amount will be retained until the claim has been finalised.

4.14 Debit card users must pass a credit check with a minimum score of 550. Customers from outside Africa are exempt from this requirement but must pass identity verification and provide proof of a confirmed return flight.

4.15 Debit card payments are restricted to vehicle groups up to and including IFAR. Higher vehicle classes are not eligible for debit card payment.

4.16 Rentals booked with a debit card for collection on a Friday, Saturday, or Sunday will require a higher deposit than the applicable weekday debit card deposit.

4.17 Debit card transactions do not allow rental extensions. Long-term rentals must be renewed in branch on a monthly basis.

5. Your Acknowledgements

You acknowledge that:

5.1 the vehicle, together with its accessories and appurtenances, was in good working order and repair when received by you;

5.2 the radiator, oil reservoirs, and fuel tank were full at the time of collection;

5.3 the kilometre indicator was operating correctly;

5.4 the tyres were in good condition and had sufficient tread; and

5.5 you inspected the vehicle thoroughly at our premises and reported any defects or damage immediately, as recorded in the vehicle's digital inspection sheet.

6. Damage

6.1 You shall be fully liable for any damage caused to the vehicle, including damage caused by potholes, dust storms, hail, gravel roads, or sand roads. Any property or personal belongings belonging to you or any third party that are damaged, lost, or stolen are not covered by us. No trailer or attachment may be used with the vehicle unless expressly agreed by us.

6.2 If the kilometre indicator or odometer malfunctions or stops working, you must immediately return the vehicle to us for repair and provide all information necessary for us to reasonably assess the distance travelled.

6.3 All speedometers and odometers are sealed. If any such device is found to have been tampered with, you will be charged the equivalent of 500 kilometres per day for each day during the rental period, in addition to the actual recorded kilometres driven. If it is established that tampering occurred during your rental, you may also be charged with fraud.

6.4 If the vehicle is impounded, you shall be liable for all costs and damages suffered by us as a result, including but not limited to:

6.4.1 rental and related charges from the start of this agreement until the vehicle is released to us;

6.4.2 the cost of repairs required due to deterioration or damage arising from your use of the vehicle or its impoundment; and

6.4.3 all costs, including legal costs, incurred by us in locating the vehicle and securing its release.

6.5 If the vehicle has not been released into our possession within six (6) months from the commencement of this agreement, it shall be deemed irrecoverable, and you shall be obliged to replace it with an identical new vehicle and pay all associated costs, taxes, levies, and charges.

6.6 A claim handling fee equal to 5% plus VAT, or R550.00 plus VAT, whichever is greater, shall be payable in respect of each claim referred to above and any claim arising from your breach of this agreement. This is an administration fee and does not limit our right to recover all additional costs incurred.

7. Extension of Rental Period

7.1 During the initial rental period, you may request an extension by telephone through any of our offices.

7.2 Any extension shall be valid only if requested more than two (2) hours before the due return time and if the additional rental charges have been paid or otherwise secured to our satisfaction.

7.3 Any telephonic extension will be recorded in writing for reference purposes and to protect both parties' rights.

7.4 It is your responsibility to obtain a reference number for any valid extension recorded in writing.

7.5 We reserve the right to require that the vehicle be inspected before any extension is authorised.

7.6 In the event of an extension, our standard rates shall apply and not any special, promotional, online, or originally negotiated rate.

7.7 We may, in our sole discretion, refuse any request to extend the rental period.

8. Breach and Termination

If you breach any term of this Rental Agreement, commit an act of insolvency, or make any incorrect or misleading statement or representation in entering into this agreement, we shall be entitled, with or without notice, to cancel this agreement, claim damages, and/or demand the immediate return of the vehicle. Any amount then owing by you to us shall become immediately due and payable.

9. Indemnities, Accidents and Responsibility After Loss or Damage

9.1 You indemnify us against any claim by any person for damages of any nature arising from any incident involving the vehicle, whether caused by our negligence or otherwise.

9.2 We shall not be liable for any damage, injury, or death arising from any defect in or mechanical failure of the vehicle or of any item in the vehicle, including but not limited to a baby seat. We shall also not be liable for any loss of or damage to any property transported in or left in the vehicle, or for any damages suffered by you, any passenger, or any third party arising out of this agreement. You fully indemnify us in this regard.

9.3 If the vehicle is involved in an accident, collision, theft, loss, or any incident that may prejudice our rights, you must take all steps reasonably necessary to safeguard our interests, including where applicable:

9.3.1 obtaining the names, addresses, and contact numbers of all persons involved and any witnesses;

9.3.2 not admitting responsibility or liability, not releasing any person from liability, and not settling or attempting to settle any claim;

9.3.3 notifying both the police and us as soon as possible, and in any event within twenty-four (24) hours of the incident;

9.3.4 completing and submitting our standard claim form within forty-eight (48) hours of the incident;

9.3.5 submitting a copy of your driver's licence to us within forty-eight (48) hours of the incident;

9.3.6 making adequate provision for the safety and security of the vehicle, including paying for towing from the accident scene to the hiring depot or such other location as we may direct;

9.3.7 co-operating fully with us, our appointed representatives, and our insurer in any investigation, claim, action, or defence arising from the incident;

9.3.8 acknowledging that where you are not the actual driver, you remain responsible for ensuring compliance with these obligations and shall be liable for all resulting damages, including third-party claims;

9.3.9 furnishing us without delay with any notice, claim, demand, summons, or related document received by you or any other person in connection with the incident; and

9.3.10 not carrying out any repair to the vehicle, whether mechanical, structural, or otherwise, without our prior written consent.

9.4 We reserve the right to recover from you all damages suffered by us, of whatever nature and however arising, in connection with this Rental Agreement.

10. General

10.1 A certificate signed by any senior official of the Company, whose authority need not be proved, shall constitute sufficient proof of any amount due by you under this agreement.

10.2 Such certificate shall be valid for the purpose of obtaining judgment, provisional sentence, summary judgment, or any other competent order against you.

10.3 Ownership of the vehicle shall at all times remain vested in us.

10.4 You may not cede, assign, sub-let, or otherwise part with possession of the vehicle, its tools, equipment, or any part thereof.

10.5 Fuel is not included in the rental amount. If the vehicle is not returned with a full tank, we will refuel it on termination of the rental, and the cost of fuel together with any top-up levy shall be for your account.

10.6 Any tampering with the odometer or speedometer shall constitute fraud, and the applicable penalties and charges shall apply. Where rental charges depend on distance travelled, such distance shall be measured from the odometer fitted to the vehicle. If this is impractical or impossible, we may determine the distance by any other reasonable method, and you shall provide all information and assistance reasonably required for that purpose.

10.7 References to “you” and “the authorised driver” shall, where applicable, be read interchangeably. Without limiting our rights, you and the authorised driver shall be jointly and severally liable for all amounts due under this agreement, including damages.

10.8 While we will use our best efforts, we do not guarantee delivery of the vehicle at any particular time due to circumstances beyond our control. If we are unable to deliver at the expected time, we will endeavour to make suitable alternative arrangements until delivery can take place.

10.9 Except as otherwise stated in this agreement, no addition, amendment, alteration, or cancellation of this agreement shall be valid unless agreed to by us in writing.

10.10 You and we consent to the jurisdiction of the Magistrate’s Court having territorial jurisdiction over us for all matters arising from this agreement, notwithstanding that the amount or cause of action may otherwise exceed that court’s jurisdiction. This shall not prevent us from proceeding in any other competent court, including the High Court.

10.11 You shall be liable for all legal costs we incur in connection with any breach of, or matter arising from, this agreement, including attorney-and-client costs and collection commission.

10.12 You choose as your domicilium citandi et executandi, for all purposes under this agreement, the address stated in the Rental Agreement, or where that address is outside the Republic of South Africa, the address provided for the driver in the Rental Agreement.

10.13 A certificate by any director, manager, authorised representative, or accountant of the Company as to the amount owing by you shall constitute prima facie proof of the amount due and payable.

10.14 This document constitutes the entire agreement between the parties in relation to its subject matter, and we shall not be bound by any undertaking, representation, warranty, promise, or the like not recorded herein, unless otherwise required by law.

10.15 Each clause of these terms and conditions is severable. If any clause is found by a competent court to be invalid or unenforceable, the remaining clauses shall remain in full force and effect.

10.16 This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

10.17 You consent to and authorise us to disclose all relevant information relating to you to SANRAL for the recovery of any e-toll transaction incurred during use of the vehicle.

10.18 You consent to any credit or information check that may become necessary.

10.19 A handling fee of R250.00 shall be charged for each traffic fine. Traffic fines will be redirected to you.

10.20 You are solely responsible for ensuring that all valuables and personal items are removed from the vehicle when it is returned. We shall not be liable for any such items lost due to your negligence or for any other reason.

10.21 A security deposit in the amount stated on the rental agreement cover sheet shall be paid by you upon signature of the agreement. This deposit will be refunded after return of the vehicle, provided that no additional claim arises against you under the agreement, including but not limited to refuelling, tolls, handling fees, or damages. The deposit shall be held without interest until any such claim has been finalised, and any amounts due to us may be deducted from the deposit.

10.22 In addition to any amounts otherwise payable under this agreement, we reserve the right, in our sole discretion, to charge an overdue penalty of R1,000.00 for every twenty-four (24) hours or part thereof that the vehicle is not returned by the due date and time stated in the Rental Agreement.

10.23 Additional terms applicable to debit card payments:

10.23.1 traffic fines and related penalties may not be charged to debit cards and must be settled separately by the renter;

10.23.2 the renter acknowledges that refund processing times for debit card payments may be longer due to reconciliation and administrative procedures; and

10.23.3 sufficient funds must be available on the debit card at the time of collection to cover the full rental amount, including all applicable deposits and fees.

10.24 All large vehicle bookings are subject to an affordability assessment at the collection branch. If the assessment falls below the required threshold, we may offer an alternative vehicle class for the rental period, with the rental cost adjusted accordingly.

11. Fuel Cards

Where fuel cards are provided by us:

11.1 such cards remain your sole responsibility and may be used only for the vehicle specified on the card and only for the purchase of fuel and payment of tolls;

11.2 if we suspect fraud in connection with the use of any fuel card, we may investigate the unauthorised use, and the costs of such investigation, together with any resulting losses, shall be for your account;

11.3 any lost or stolen fuel card must be reported to us in writing within six (6) hours of such loss; and

11.4 you warrant that our fuel cards will not, under any circumstances, be misused or used in an unauthorised manner.

12. Liability Waivers and Repudiation

Please note: The liability waivers offered under this agreement are not insurance policies. They are optional waivers intended to limit your financial liability in the event of certain types of loss of or damage to the rental vehicle, subject always to the terms and exclusions set out below.

12.1 You may purchase in advance a collision damage waiver, theft loss waiver, super waiver, or any other liability waiver offered by us, or such waivers may be included in the official rates reflected in the Rental Agreement.

12.2 If you indicate in the Rental Agreement that you have applied for such a waiver, your liability under this agreement shall not exceed the amount stated in the Rental Agreement, unless one or more of the exclusions set out in clause 12.3 applies.

12.3 Liability waivers do not cover loss of or damage to the vehicle in the following circumstances, and you shall remain personally liable for all such loss or damage:

12.3.1 where you are in breach of this agreement or have contravened any applicable law or road traffic law;

12.3.2 where damage is caused to glass, mirrors, lamps, tyres, rims, hubcaps, windscreens, or the undercarriage and no collision has occurred;

12.3.3 where damage is caused by water;

- 12.3.4** where loss or damage is caused by your negligence;
- 12.3.5** where loss or damage is sustained in an accident not involving physical contact with another vehicle, person, animal, or object on the road;
- 12.3.6** where loss or damage is caused by your failure to maintain the vehicle's required lubricant levels;
- 12.3.7** where loss or damage is caused by potholes or by driving on roads unsuitable for the type of vehicle rented;
- 12.3.8** in respect of personal belongings, replacement keys, towing charges, and claim administration fees;
- 12.3.9** where the vehicle is not garaged or parked in accordance with this agreement while not in use;
- 12.3.10** where the vehicle is used in any area subject to emergency regulations in the Republic of South Africa or in any area affected by civil unrest;
- 12.3.11** where the vehicle is taken into Zimbabwe, Mozambique, Botswana, Eswatini, Lesotho, Namibia, or any other country without our written approval;
- 12.3.12** where the vehicle is lost or damaged as a result of any act of a political nature, as more specifically defined by the South African Special Risks Insurance Association, where applicable;
- 12.3.13** where the vehicle is not returned on the due date, or on the due date applicable to an approved written extension;
- 12.3.14** where any person other than an authorised driver drives the vehicle, or where any driver is not in possession of a valid and unendorsed driver's licence, or is under the age of 23 years;
- 12.3.15** where the vehicle is fitted with a gear lock and the gear lock is not used;
- 12.3.16** where our claims department repudiates any claim for loss of or damage to the vehicle arising out of the rental agreement;
- 12.3.17** in the case of super waiver cover, where the accident does not involve a physical collision with another moving vehicle. This waiver does not apply to missing items, hail damage, scraping against walls, bumper damage, collisions with stationary objects or animals, or damage caused by driving on unsuitable roads;
- 12.3.18** where the interior of the vehicle is damaged but the vehicle was not involved in a physical collision
- 12.3.19** in respect of single-vehicle accidents not constituting a breach, up to double the standard liability value may be charged; and

12.3.20 any deposit or excess amount relating to an incident may be banked immediately upon notification of the incident, pending final assessment and resolution.

12.4 The basic liability waivers offered by us are mandatory. You may not decline the basic waivers unless, before the vehicle is handed over to you, you provide us with written confirmation from your insurer that the rented vehicle is comprehensively insured, and we accept such insurance in writing.

13. Data Usage and Privacy

13.1 By agreeing to these Terms and Conditions, you acknowledge and consent to the collection, use, and sharing of your personal information as described in our Privacy Policy. In particular, you consent to V Rentals sharing your personal information, including your name, email address, and contact details, with internal platforms for the purpose of delivering targeted advertising and marketing campaigns that may be relevant to you.

14. Pricing Accuracy and System Errors

14.1 While we take all reasonable steps to ensure that prices, vehicle availability, and booking information displayed on our website, mobile platforms, partner channels, and reservation systems are accurate and up to date, errors may occasionally occur due to technical faults, system delays, connectivity issues, human error, or third-party integrations.

14.2 In the event that a vehicle is listed, quoted, or booked at an incorrect price, or where a rate, promotion, or availability is displayed in error, V Rentals reserves the right, subject to the Consumer Protection Act, 2008 and any other applicable law, to:

14.2.1 correct the pricing or booking information and notify you promptly;

14.2.2 cancel the affected booking and provide a full refund of any amount paid, without penalty; or

14.2.3 offer you the option to proceed with the booking at the correct price or to cancel without penalty.

14.3 Where a pricing error is obvious, unmistakable, or clearly unreasonable, such as a vehicle listed at R0.00 or at an abnormally low rate that does not reflect market value, V Rentals shall not be obliged to honour the incorrect rate.

14.4 V Rentals will endeavour to resolve any such issue fairly and promptly, and you agree to co-operate by providing any information reasonably required.

14.5 This clause does not affect any statutory rights you may have under South African law.