

# SHORT RENTAL AGREEMENT

Between **NICKITRON (Pty) Ltd t/a EASY VEHICLE RENTAL Reg. no.2013/173087/07** (Hereinafter called the "Rentor")

Of **Unit 7, Manhattan Office Park, 16 Pieter Street, 16 Pieter Street, Highveld Technopark, Centurion** (Business address)

and  (hereinafter called the "Rentee")

of

(Street address of Business or Residential address)

We rent the goods described below ("the goods") to you and you hire the goods from us and agree to pay the rentals set out below, on the terms and conditions of this agreement.

Description of goods

Make:  Model:  Year of first registration:

Engine No:  Chassis no:

Serial no:

Registration no:  Kilometre reading:

Period of Rental: From  To

Specified maximum km usage for the period of the transaction:

Excess charge per km: R

ZAR Rental per day: R

Driver:  Additional Driver:

Insurance:

Insurance Amount: R

Deposit Amount: R  which shall be payable on when confirming your booking

Total Amount Payable on this Agreement: R



---

Nickitron (Pty) Ltd t/a Easy Vehicle Rental  
Reg. No. 2013/173087/07 | VAT No. 4930266269  
16 Pieter Street | Unit 7 | Manhattan Office Park | Highveld | Centurion | 0157  
PO Box 25356, Monument Park, 0151  
T. 061 079 7708 | F. 086 406 3082 | E. gerhard@easyvehicles.co.za  
W. www.easyvehicles.co.za

---



# Terms and Conditions: Rental Agreement

## Read together with the VEHICLE INSPECTION REPORT

THESE ARE VERY IMPORTANT CONDITIONS LIMITING YOUR RIGHTS AND SHOULD BE READ CAREFULLY

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement unless the context indicates otherwise:

- 1.1.1 "Additional driver" means the person who, in addition to the driver, is reflected on the Rental Agreement as being duly authorised by the company to drive the vehicle;
- 1.1.2 "Auto Dealers Guide" means: Mead & McGrouther's publication containing, amongst other information, the recommended selling prices of motor vehicles;
- 1.1.3 "Claims Administration Fee" means: An administration fee charged in all instances where a claim needs to be processed in respect of any damages whatsoever, loss of or theft of the vehicle, as reflected in the note to the Rental Agreement.
- 1.1.4 "Company" means Nickitron (Pty) Ltd t/a Easy Vehicle Rental, Registration Number 2013/073087/07, duly authorised in terms of the laws of the Republic of South Africa.
- 1.1.5 "Damage(s)" (in relation to the vehicle and/or Third Party Damage) means the actual costs in towing, transporting and storing the vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by the company will be seen as proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes a total loss when applicable;
- 1.1.6 "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;
- 1.1.7 "Driver" means such person who is reflected on the Rental Agreement as being authorised by the Company to drive the vehicle;
- 1.1.8 "Extended Period" means any extension of the rental period beyond the agreed return date or time reflected on the Rental Agreement and authorised by the Company;
- 1.1.9 "Fuel Costs" means the costs incurred to refuel the vehicle to the same level as it was when the vehicle was rented, which shall incur an additional charge of R250.00 should the company need to refuel the vehicle;
- 1.1.10 "Liability" means and includes both the amounts reflected in the Rental Agreement relating to the amounts due and payable (non-waiverable amount) in the event of damage, loss and/or theft and any third party loss or damage where Waivers are declined;
- 1.1.11 "Rental Agreement" means the entire Rental Agreement issued by the Company to the Renter including the vehicle inspection report and these standard terms and conditions. Once the Renter has signed the Rental Agreement it will have the effect of a legal binding agreement between the parties;
- 1.1.12 The "rental period" means the period between the date when the vehicle is taken by the Renter and the termination date and time as specified on the Rental Agreement or if such period is extended, the time and date entered on the Company's records;
- 1.1.13 The "Renter" means: all of the persons whose names appear on the Rental Agreement as Renter, Driver or Additional Driver and who have produced a valid unendorsed driver's Licence to the Company's rental agent and if and where required, their identity/passport documents;
- 1.1.14 The "renting location" means: the Company's premises from which the vehicle is rented by the Renter alternatively any location agreed upon by the Company;
- 1.1.15 "Third Party Damage" means any claims made by a third party in respect of Damages or loss that the Renter has actually or is alleged to have caused to the property or vehicle of a third party;

- 1.1.16 The "vehicle" means: the vehicle described in the Rental Agreement including all keys, tyres, tools, equipment, accessories and documents in and on the vehicle when the Renter takes delivery of the vehicle at the renting location and includes any replacement for the vehicle which has been officially authorised by the Company, whether or not such replacement was authorised or approved by the Renter;
  - 1.1.17 "Total loss" (in relation to a vehicle) means -
    - (a) Damages (see clause 1.1.6.) where the estimated costs of repairs is such that the vehicle is in the sole and absolute discretion of the Company uneconomical to repair; or
    - (b) When the vehicle is stolen and/or lost; the amount of the total loss will be the retail value as reflected in the Auto Dealers Guide (Clause 1.1.2) or if not reflected therein, the price of a new vehicle, as supplied by the manufacturer, as at the date of loss, less any salvage;
  - 1.1.18 "Traffic Fine Administration Fee" means: an amount levied by the company as determined by it to administer any traffic fine(s) incurred by the Renter whilst renting the vehicle as set out in the note to the Rental Agreement;
  - 1.1.19 "Waiver" means a reduction of liability of the Renter in the event of an accident/theft and/or loss of the vehicle.
- 1.2 The singular shall include the plural and visa versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and visa versa.

### 2. RENTAL OF THE VEHICLE

The Company rents the vehicle to the Renter, who hires the vehicle subject to the terms and conditions as set out herein. The Renter will be bound by these terms and conditions, whether he was driving the vehicle or not.

### 3. DELIVERY OF THE VEHICLE

- 3.1 Delivery of the vehicle takes place at the time the Renter or his representative takes possession of the keys and/or vehicle at the renting location.
- 3.2 The vehicle shall be deemed to have been delivered in good order and repair and without any damage to amongst other things the paintwork, upholstery and accessories (unless such damage is recorded in writing and signed by both parties as contained in the vehicle inspection report'). Any damage not so recorded will be for the account of the Renter.

### 4. USE OF VEHICLE

- 4.1 The vehicle may only be utilized for the rental period or any extended period.
- 4.2 The Renter agrees that any extension so noted on the Company's records would correctly reflect such extended period.
- 4.3 The vehicle may only be driven by the Renter, Driver or Additional Driver.
- 4.4 During the rental period, the vehicle may not be used: (1) for the conveyance of passengers and/or goods for payment; (2) to propel or tow any other vehicle (including any caravan or trailer unless authorised by the Company in writing); (3) to transport goods in violation of any customs laws or in any other illegal manner, (4) in any motor sport or similar high risk activity; (5) beyond the borders of South Africa unless authorised by the Company in writing; or (6) in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned;
- 4.5 The Renter, Driver and/or Additional Driver shall make adequate provision for the safety and security of the vehicle including but not limited to that, the vehicle (1) shall be kept properly locked; (2) secured and immobilized; (3) the burglar alarm (if any) activated and (4) any anti-theft device in the vehicle properly secured and in place when the vehicle is not in use.
- 4.6 The Renter will make sure that the keys of the vehicle are under his control at all times.

4.7 The Company will at all times remain the owner of the vehicle.

## 5. RETURN OF THE VEHICLE

- 5.1 The Renter shall return the vehicle, at the Renter's expense to an authorised representative of the Company on the agreed return date, time and at the agreed renting location reflected on the rental agreement.
- 5.2 The Renter acknowledges that failure to return the vehicle in terms of the agreement shall constitute unlawful possession by him, and the Company may repossess the vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the vehicle as well as the cost of any additional rental days, will be for the account of the Renter.
- 5.3 Should the vehicle not be returned as indicated in 5.1 above, any waiver option and/or PAI cover become null and void for the entire contract period.
- 5.4 Should the vehicle not be returned as indicated in 5.1 above, the vehicle may be reported as stolen to the relevant authorities.
- 5.5 The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
- 5.6 If the Renter returns the vehicle to any renting location of the company, the renter shall:
  - 5.6.1 Park the vehicle in the Company's reserved parking; and
  - 5.6.2 Ensure that the vehicle is properly locked and secure; and
  - 5.6.3 Hand the keys to an authorised representative of the Company.
- 5.7 The vehicle and all risk relating to the vehicle will remain the responsibility of the Renter until the Company has recorded the return of the vehicle.

## 6. TERMINATION/CANCELLATION OF RENTAL AGREEMENT

- 6.1 Irrespective of anything to the contrary stated in this Rental Agreement, the Company shall be entitled to end this agreement without any explanation at any time by notice (oral or in writing depending on the situation) to the Renter, and when this happens the Renter shall return the vehicle to the Company immediately. If the Renter fails to return the vehicle to the Company, the Company shall be entitled at any time to retake possession of the vehicle, wherever found and from whosoever has possession thereof. The obligations of the Renter and the rights of the Company under this Rental Agreement shall remain in force until the vehicle has been returned to the Company in terms of this Rental Agreement and the Renter has complied with all his obligations. Any costs incurred in recovering the vehicle will be for the account of the Renter.

## 7. THE RENTER/DRIVER

- 7.1 Irrespective of what else this Rental Agreement states, the vehicle may not be driven for the duration of the Rental by any person under the age of 18 and/or who has not been in possession of a valid driver's licence for 1 year.
- 7.2 The Renter warrants that (1)the vehicle will never be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation, (2)or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance (3)every driver of the vehicle will have a valid driver's licence to drive the vehicle, (4)will comply with all applicable laws and (5)will comply with all of the provisions of this Rental Agreement.
- 7.3 If the vehicle is driven by anyone other than the Driver and/or Additional Driver (irrespective of which other rights or remedies the Company may have), the Renter shall remain liable for all of his obligations in terms of this Rental Agreement as if he has been driving the vehicle; and
- 7.4 The Renter warrants that (1)he is entitled and authorised to enter into this Rental Agreement, (2)that all particulars given to the Company and/or recorded on the Rental Agreement are true and correct.

## 8. RENTAL RATES AND CHARGES

- 8.1 The Renter agrees to pay the Company the rental rates plus all other charges and fees opted for or utilized by the Renter up and until the vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Contract Fee, Traffic Fine Administration Fee,

one way fee, over the border charges, delivery fee, collection fee, fuel fees, toll fees, Additional driver(s) fee and/or all taxes due and payable on rental rates, other charges and fees.

- 8.2 In determining the rental charges, the distance travelled by the vehicle (where required) shall be determined from the vehicle's odometer, or if this is not possible for any reason, by the Company in its sole discretion, on any other fair and reasonable basis and the Renter shall be obliged to provide all such information and assistance as the Company may require for that purpose. If the odometer has been tampered with the kilometres travelled will be deemed to be 500 kilometres per day.
- 8.3 The Renter shall be liable for all fines, penalties and similar expenses including but not limited to parking, traffic and other offences, as a result of the use of the vehicle during the rental period and the Renter accordingly indemnifies the Company against all such liability;
- 8.4 Equipment such as a GPS, baby seat etc. may also be booked at the time of booking the vehicle and this equipment will be subject to the Company's standard terms and conditions of rental with a maximum liability of R 3000.00 in the event of loss or damage.

## 9. PAYMENT

- 9.1 All payments are due prior to the Vehicle being collected by the Renter. All charges payable by the Renter shall be paid by credit card or in cash and charges to be prepaid in advance;
- 9.2 The Renter will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever;
- 9.3 The Renter remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.
- 9.4 If the Company has agreed to accept payment from the Renter by credit card or charge card specified on the rental agreement, the Renter's signature on the agreement will constitute authority for the Company to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to the Company (including but not limited to any damages or loss suffered by the Company).
- 9.5 In the event that the renter returns the vehicle to the company before the date due on the rental agreement, the Renter shall pay either the usual rates and charges applicable to the period and/or kilometres actually used, or the rates and charges as if the full rental period and/or kilometres occurred, at the sole but reasonable discretion of the Company.
- 9.6 In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages, the total loss as suffered by the Company or the amount reflected on the Rental Agreement is payable on such terms as imposed by the Company at its sole but reasonable discretion.
- 9.7 If any amount is not paid on due date, the Company may without prejudice to any rights it may have and subject to the provisions of the National Credit Act charge interest on the overdue amount at the applicable prescribed legal rate or prime plus 2% as charged by FNB, whichever is the higher, and in the sole discretion of the Company.
- 9.8 A certificate of any Director, Manager or Accountant of the Company, whose capacity need not be proved, as to any amount owed by the Renter to the Company shall constitute prima facie proof of the amount.

## 10. RENTER'S RISKS AND LIABILITIES

- 10.1 The vehicle is at the sole risk of the Renter (fair wear and tear excepted) from the moment the key and/or the vehicle is handed to the Renter until such time as the Company has recorded the return of the vehicle in terms of clause 5.
- 10.2 The Renter shall be liable for any Damages and/or total loss sustained to the Vehicle, howsoever the damage and/or loss is caused and whether or not it is attributable to his fault or negligence (including but not limited to hail damage)
- 10.3 If the vehicle is damaged, stolen or lost in a situation whilst in the rental period, or in the possession of the Renter, the Renter will be liable for the total loss and/or damage suffered by the Company and/or all excess amounts payable by the Company to its insurers.
- 10.4 The renter is liable for all fines and/or penalties incurred during the rental period and hereby authorise the Company to disclose any information required by a relevant authority to process it.

10.5 Notwithstanding anything in this agreement, the Company shall not be obliged to make, institute or proceed with any claim which the company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the vehicle and accordingly, the company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.

#### 11. THIRD PARTY INSURANCE

- 11.1 Subject to the terms and conditions of this Rental Agreement the Company has effected a Comprehensive Motor Insurance Policy (CMIP) that provides Third Party Liability coverage to the Company in respect of damage to property of third parties caused as a result of an incident involving the Renter during the rental period. The existence of the CMIP in no way negates, reduces or overrides the Renter's liabilities or obligations in terms of this Rental Agreement.
- 11.2 The coverage is conditional upon adherence to the terms and conditions of this Rental Agreement as well as the policy terms and conditions applicable to the CMIP.

#### 12. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE

- 12.1 If at any time the vehicle is damaged, stolen, or lost, the Renter and/or Driver shall take every reasonable precaution to safeguard the interest of the Company including but not limited to, the following where appropriate:
- 12.1.1 He shall notify the Company immediately or within 3 hours of becoming aware of the occurrence and shall within twenty-four hours of the occurrence in question complete and furnish to the Company, the Company's standard claim form together with a copy of his driver's licence;
- 12.1.2 He shall obtain the name(s) and addresses of everyone involved and of possible witnesses;
- 12.1.3 He shall not admit any responsibility or liability nor 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;
- 12.1.4 He shall notify the police within twenty-four hours of the occurrence in question and furnish the Company with an accident case number;
- 12.1.5 He shall make reasonable provision for the safety and security of the vehicle and will not abandon the vehicle under any circumstances;
- 12.1.6 He shall co-operate with the Company and its insurer in the investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).
- 12.2 If the Renter is not the Driver, then, without in any way reducing the Renter's obligation in terms of clause 13, the Renter shall ensure that the Driver complies with the provision of 13.1 and the Renter warrants that the Driver will do so.
- 12.3 The Renter shall within 24 hours of receipt thereof furnish to the Company (and if the Renter is not the Driver, the Renter shall also ensure that the Driver does) any notice of claim, demand, summons or the like which the Renter or the Driver may receive in connection with the vehicle.

#### 13. INDEMNITY OF THE COMPANY BY RENTER

- 13.1 Neither the Company nor any of its directors, officers, employees shall be liable for any loss or damage (including any loss or damage to property left or transported in the vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the vehicle), whether direct, indirect, as a result of or otherwise arising from the rental by the Renter of the vehicle provided such loss or damage was not caused as a result of the negligence of the Company.
- 13.2 The Company, its directors, officers, employees ("it") are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damage or loss which might be instituted against it arising from or connected with or as a result of the renting of the vehicle contemplated in these terms and conditions.

#### 14. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR DRIVER

The Renter and every person whose signature appears on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to the Company in terms of or pursuant to the rental agreement.

#### 15. GENERAL

- 15.1 The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any undertakings, representations, warranties, promises or the like not recorded by the Company except as provided for herein.
- 15.2 All of the provisions of the Rental Agreement shall be severable and no provision shall be affected by the invalidity of any other provision of this agreement. If any part or portion of this Rental Agreement has been deemed to have been struck out and/or be declared a prohibited practice or the like in terms of the Competition Act, the Consumer Protection Act, the National Credit Act or other legislation, the effect of which is to adversely affect the rights of the Company to receive payment of any nature or enforce its rights, the parties will favour an interpretation placing them substantially in the same position as they were before or as similar to that as possible.
- 15.3 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party or will operate as a waiver or otherwise affect any party's rights in terms of this rental agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.
- 15.4 The Renter authorizes the Company to insert any particulars in the Rental Agreement that are not known or are unavailable at any time of signature.
- 15.5 This Rental Agreement and all matters or disputes arising there from or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.
- 15.6 The parties consent to the jurisdiction of the Magistrates Court, should the Company, at its election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeds the jurisdiction of the Magistrates Court. The parties further agree that the Company may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.
- 15.7 The Renter shall not be entitled to cede any of his rights or assign any of his obligations under this Rental Agreement or to rent or part with possession of the vehicle, its tools or equipment or any part of it.
- 15.8 If the Company institutes any legal proceedings against the Renter and obtains a positive cost order it shall be entitled to recover from the Renter all the legal costs it incurred with its own attorneys in accordance with their usual charges and assessed as between attorney and own client including but not limited to collection commission and tracing agent charges.
- 15.9 The Renter chooses the address specified on the Rental Agreement as his domicilium citandi et exectandi (i.e. address for service of all legal process).
- 15.10 The Company shall be entitled to carry out a credit check on a Renter with one or more credit agencies who may retain a record thereof and the Company shall be entitled to record any default by the Renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case the Company shall not be held liable/responsible for any repercussions such disclosure may have on the Renter. The Renter agrees that the Company may disclose any information obtained by it as a result of the conclusion and/or breach of the rental agreement, including personal and additional information, to any person, including a credit bureau.
- 15.11 The Renter acknowledges that certain vehicles may be fitted with a vehicle management system, which is used to inter alia, record speed and other information relating to the vehicle rented. The Company shall be entitled to use such information (including in court proceedings) as it deems fit.