1. DEFINITIONS AND INTERPRETATION

1.1. Additional Driver means the person who, in addition to the Driver, is reflected on the Rental Agreement as being permitted by Europcar to drive the Vehicle;

1.1.2. Equipment means equipment that is not factory fitted in the Vehicle, including but not limited to navigation equipment (GPS), baby seat, bicycle rack etc.;

1.1.3. Auto Dealers Guide means the prevailing Auto Dealers Guide publication containing, amongst other information, the recommended selling prices of motor vehicles;

1.1.4. Claims Administration Fee means an administration fee charged by Europcar in all instances where a claim needs to be processed in respect of any damages whatsoever, loss or theft of the Vehicle;

1.1.5. Client means all the persons whose names appear on the Rental Agreement as Client, Driver or Additional Driver;

1.1.6. Damages (in relation to the Vehicle and / or Third Party, Damage) means the actual costs, including but not limited to towing, transporting and storing the Vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon (assessor’s costs), or any other charges incurred related to an incident of whatsoever nature, and includes a Total Loss when applicable;

1.1.7. Day means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;

1.1.8. Delivery means the instance when the Client or his representative takes possession of the keys and / or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternatively any other place stipulated in the Rental Agreement or the terms and conditions;

1.1.9. Document Administration Fee means a once-off charge per rental which is used to cover various expenses (including but not limited to storage fees of original documents reflected in the Rental Agreement);

1.1.10. Driver means the person who is reflected on the Rental Agreement as being permitted by Europcar to drive the Vehicle;

1.1.11. Europcar means Europcar, a division of Imperial Group Limited (Registration Number: 1966/004890/06);

1.1.12. Extended Period means any extension of the Rental Period beyond the agreed return date or time reflected on the Rental Agreement and authorised by Europcar;

1.1.13. Excess Distance Charge means the charge levied against a Client’s account in the event that the Client exceeds the limited daily allowed travel distance, as specified in the Rental Agreement;

1.1.14. Fuel Costs means the costs incurred to refuel the Vehicle to a full tank when the Vehicle is returned by the Client;

1.1.15. Liability means and includes the amount(s) reflected in the Rental Agreement which is due and payable in respect of the renting of the Vehicle, as well as all amounts in respect of damage, loss and / or theft (not covered by Wavers) and the Vehicle and any third party loss or damage (not covered by Waver(s));

1.1.16. Limited Liability Amount means the reduced amount payable by the Client in the event of loss or damage to a Vehicle to which a Waiver applies;

1.1.17. Rental Agreement means the entire Rental Agreement issued by Europcar to the Client, including these standard terms and conditions and all other annexures that may be attached thereto (if applicable). Once the Client has signed the Rental Agreement (either physically or electronically) the Vehicle may (if applicable) it will have the effect of a legal binding agreement between the parties;

1.1.18. Rental Overdue Administration Fee means the applicable amount charged to the Client in the event that the Vehicle is not returned on the agreed date and time at the expiry of the Rental Period;

1.1.19. Rental Period means the period between the date when the Vehicle is delivered to the Client and the Termination date and time as specified on the Rental Agreement;

1.1.20. Renting Location means Europcar’s premises from which the Vehicle is rented by the Client;

1.1.21. Termination date means the date reflected in the Rental Agreement upon which the Vehicle must be returned to Europcar; alternatively any extended date when the Vehicle needs to be returned to Europcar as subsequently agreed upon and by between the parties and so reflected on Europcar’s records;

1.1.22. Third Party Damage means any claims made by a third party in respect of Damages or loss that the Client has actually or is alleged to have caused to the property and / or vehicle of a third party;

1.1.23. Total loss (in relation to a Vehicle) means:

1.1.23.1 Damages (see clause 1.16) where the estimated costs of repairs less any salvage (if applicable) are such that the Vehicle is, in the sole and absolute discretion of Europcar, uneconomical to repair; or

1.1.23.2 in the case of a stolen and / or lost Vehicle, the retail value as reflected in the Auto Dealers Guide (Clause 1.13) 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 (if applicable);

1.1.24. Traffic Fine Administration Fee means an amount levied by Europcar as determined by it to administer any traffic (fine) incurred by the Client whilst renting the Vehicle as specified out in the rntal Agreement;

1.1.25. Undercarriage means the supporting framework underneath a Vehicle, and for the purpose of this agreement also parts such as axles, brake lines, sump and exhaust system;

1.1.26. Vehicle means the vehicle and trailer / caravan (if applicable) described in the Rental Agreement including all keys, tyres, tools, equipment, accessories (including e-tag if applicable), Additional Equipment and documents in and on the Vehicle as per the Rental Agreement and the Client takes delivery of the Vehicle at the Renting Location, alternatively any other place stipulated in the Rental Agreement, and includes any replacement for the Vehicle which has been officially authorised by Europcar, whether or not such replacement was authorised or approved by the Client;

1.1.27. “Waiver” is an agreement between Europcar and the Client in terms of which Europcar agrees to accept its own claim, in the event of an accident / theft / loss, for the entire value of the Vehicle.

2. RENTAL OF THE VEHICLE

2.1. The parties agree that Europcar rents the Vehicle to the Client, who hires the Vehicle subject to the terms and conditions as set out herein. The Client will be bound by these terms and conditions, whether he was driving the Vehicle or not.

3. DELIVERY OF THE VEHICLE / ADDITIONAL EQUIPMENT

3.1. Delivery of the Vehicle takes place at the time the Client or his representative takes possession of the keys and / or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternatively any other place stipulated in the Rental Agreement or the terms and conditions.

3.2. The Client shall be deemed to have been delivered in good order and repair (for wear and tear excluded) and without damage (including but not limited to the parknetwork, upholstery, tyres, windscreen, side glass, lights and accessories) unless any damage to the Vehicle / Additional Equipment is recorded in writing and signed by both parties. In the event that no damages are reflected in writing at the time of delivery of the Vehicle (for wear and tear excluded), it will be accepted that the Vehicle was delivered to the Client without any damages and any damage recorded at the time of the return of the Vehicle (for wear and tear excluded) will be for the account of the Client.

3.3. The Client will have no claim against Europcar in the event that the Vehicle or Additional Equipment (if applicable) are not available for delivery other than compensation provided in terms of consumer protection legislation.

4. USE OF VEHICLE

4.1. The Vehicle may only be utilised for the Rental Period, as stated in the Rental Agreement, or any Extended Period agreed upon between the parties.

4.2. The Client agrees that any Extended Period noted on Europcar’s records would correctly reflect such Extended Period.

4.3. The Vehicle may only be driven by the Client, Driver or Additional Driver. The Driver or Additional Driver must have his valid unendorsed Driver’s license with him at all time when driving the Vehicle.

4.4. During the Rental Period or any Extended Period thereof, the Vehicle may not be used:

4.4.1 to propel or tow any other vehicle (including but not limited to trailer unless prior written authorisation is provided by Europcar); and / or

4.4.2 for the conveyance of passengers and / or goods for payment in violation of any laws or in any other illegal manner; and / or

4.4.3 in any motor sport or similar high risk activity, and / or

4.4.4 beyond the borders of the country in which the Vehicle is rented (unless prior written authorisation is provided by Europcar); and / or

4.4.5 in any area or manner which may be at the discretion of Europcar, uneconomical to repair; or

4.4.6 without the Client’s prior written consent, in whole or in part, for use in civil unrest, political disturbance or riot or any activity associated with any of the mentioned.

4.5. The Client shall make adequate provision for the safety and security of the Vehicle when the Vehicle is not in use, in that the Vehicle shall be kept properly locked, secured and immobilized and have the alarm (if any) activated.

4.6. The Client will make sure that the keys of the Vehicle are under his control at all times.

4.7. Europcar will at all times remain the owner of the Vehicle.

4.8. The Client may not use the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period.

4.9. In the event the Client uses the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period, any Waiver option the Client may have taken out shall become null and void.

4.10. The Client shall take all reasonable precautions to ensure the good and safe working order, including regularly checking the oil, water and tyre pressure, immediately ceasing use of the Vehicle in the event the Vehicle is damaged or the electronic diagnostics of the vehicle indicate the presence of a fault or problem or service needed in relation to the Vehicle.

4.11. The Client acknowledges that the failure to service the Vehicle at the required service intervals (if applicable) may result in the cancellation of the Vehicle’s warranty and / or premature mechanical failure on the Vehicle. In the event where a Vehicle has skipped a service and it can be reasonably established that the skipped service was due to the Client’s negligence to have the Vehicle serviced within the specified service intervals, any Waiver option the Client may have taken out shall become null and void and the Client will be liable for any costs required to re-instate the warranty and for any subsequent mechanical damage not covered under warranty.

5. RETURN OF THE VEHICLE / ADDITIONAL EQUIPMENT

5.1. The Client shall return the Vehicle and Additional Equipment (if applicable) at the Client’s expense to an authorised representative of Europcar on the agreed return date, time and at the agreed Renting Location reflected on the Rental Agreement.
In the event that the Vehicle is not returned as set out in this paragraph, any Waiver option the Client may have taken out shall become null and void. The obligations of the Client and the rights of Europcar under this Rental Agreement shall remain in force until the Vehicle has been returned to Europcar in terms of this Rental Agreement and the Client has complied with all his obligations. Any costs incurred in recovering the Vehicle will be for the account of the Client.

6.3 If the Client wishes to extend the Rental Period beyond the return date reflected in the Rental Agreement, notice must be given to Europcar and authorisation first be obtained from Europcar in respect of the extension. Europcar reserves the right to have the Vehicle inspected before authorising the extension of the Rental Period.

6.4 In the event that a debit card was used to pay for the Vehicle, the Client must visit a Europcar branch in order to arrange an extension before the due date of return as set out in the Rental Agreement. Failing to act in accordance with this clause will result in a breach of the Rental Agreement and Europcar will, immediately, negate all Waivers taken out by the Client for the entire Rental Period and shall be entitled to take any lawful measures, after notice or reasonable attempt to give notice to the Client, to recover the Vehicle from the Client. The Client shall be responsible for all recovery costs.

6.5 Additional rental days will be charged directly to the Client’s account or debit / credit card at the prevailing rate.

7. THE CLIENT/DRIVER / ADDITIONAL DRIVER

7.1 Irrespective of where the contract stated in this Rental Agreement should there be any breach of the terms and conditions in this rental agreement then Europcar shall be entitled to and end this agreement without any explanation at any time by notice (verbally or in writing depending on the situation) to the Client, and when this happens the Client shall return the Vehicle to Europcar immediately.

7.2 If the Client fails to return the Vehicle to Europcar, Europcar shall be entitled at any time to retake possession of the Vehicle, wherever found and from whosoever has possession thereof. Europcar reserves the right to notify the Client and the Driver that the Vehicle, if not returned, shall constitute unlawful possession by him, and Europcar may repossess the Vehicle where and from whomsoever it may be found and from whosoever is in possession thereof. Any costs incurred in recovering the Vehicle (including legal costs on the scale of attorney and client, as well as the cost of any additional rental days, will be for the account of the Client.

7.3 In the event that the Vehicle is not returned as set out in 7.1 above, the Vehicle may be reported as stolen with the relevant authorities without any notice.

8. RENTAL RATES AND CHARGES

8.1 The Client agrees to pay Europcar the rental rates plus all other charges and fees set out in the Rental Agreement, up and until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, tourism levy, Claims Administration Fee, Document Administration Fee, Traffic Fine Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee (including delivery fuel charges), collection fee, Super or Standard Waiver option charges, Personal Accident Insurance (if applicable), Windscreen and Tyre Damage Waiver Excess Distance Charge, fuel, toll fees, Additional Driver(s) fee, all taxes due and payable on rental rates (which ever of these fees and / or costs may be applicable). A comprehensive schedule of Europcar’s rental rates and charges is provided on the Website.

8.2 In the event that the Client returns the Vehicle to a Renting Location of Europcar, the Client shall:

8.2.1 Park the Vehicle in Europcar’s reserved parking or allocated parking area, and

8.2.2 Ensure that the Vehicle is properly locked and secured, and

8.2.3 Hand the keys to an authorised representative of Europcar or, in the event that the offices are not open for business, leave the keys in a drop safe provided at the offices of Europcar; and

8.2.4 Additional Equipment must be handed in at the Europcar reception desk. Any Additional Equipment that is left in the Vehicle will be at the Client’s risk.

8.3 The Vehicle and all risk relating to the Vehicle will remain the responsibility of the Client until Europcar has recorded the return of the Vehicle.

8.4 Fuel for the Vehicle is not included in Europcar’s rates. Vehicles are delivered to the Client fully fuelled at the time of delivery and it is the Client’s responsibility to ensure the Vehicle is fully fuelled. Fuel consumption is gauged from Europcar depot to depot. In the event that the Client returns the Vehicle not fully fuelled, Europcar will either refuel the Vehicle on behalf of the Client and recover the fuel costs from the Client or supply the fuel to the Client and charge the Client for the fuel.

8.5 If the Client drives the Vehicle beyond the country stated in this Rental Agreement, should there be any breach of the terms and conditions in this rental agreement then Europcar shall be entitled to and end this agreement without any explanation at any time by notice (verbally or in writing depending on the situation) to the Client, and when this happens the Client shall return the Vehicle to Europcar immediately.

9.1 In the event that any Additional Equipment (if applicable) is lost or damaged, the Client shall be liable for all costs incurred (including but not limited to miscellaneous charges, airport and other offences (whichever may be applicable), as a result of the use of the Vehicle during the Rental Period and the Client accordingly indemnifies Europcar against such liability. Europcar will re-direct all fines, penalties and / or similar charges directly to the Client and in cases where this is not possible, will add all fines, penalties and / or similar charges that accumulated on the Vehicle during the Rental Period onto the Client’s account.

9.2 Europcar may charge the Client’s account, credit / debit card at a later time, should there be any breaches which Europcar were not aware of at the time of the issuing of the invoice or if at the initial debit of the Client’s account there were insufficient funds to cover the full amount of the invoice. This amount may also be deducted from the deposit. The Client may not withhold payment of any amount outstanding or demand that it be deducted from the deposit pending any agreement reached on the matter. Europcar may require the Client to pay for all of his liabilities and obligations in terms of this rental agreement for any reason whatsoever.

9.3 This deposit, or the remaining balance thereof (after deducting all applicable additional charges), will be refunded to the Client as soon as possible after the Client has completed all of his obligations in terms of this Rental Agreement, alternatively no later than 21 days after return of the Vehicle.

10. DEPOSITS

10.1 At the time of signing the Rental Agreement, the following must be provided by the Client:

10.1.1 Europcar approved method of payment or South African bank issued credit card / debit card (if however remains within Europcar’s sole discretion to accept or decline the method of payment), is payable on signature of the Agreement.

10.1.2 Full names, residential, postal and physical addresses, banking details, telephone number and e-mail address. A local contact address and telephone number must also be provided if the Client is not a citizen in the country in which the Vehicle is rented; and

10.1.3 A valid, original undeniably driven vehicle’s licence (held by the holder for at least 3 years) and an original identity document or an original passport if not in possession of an identity document in the country in which the Vehicle is rented.

10.2 All payments are due on demand, but at the latest on expiry of the Rental Period (unless otherwise agreed in writing). All charges payable by the Client shall be paid by credit / debit card on the termination of the Rental Period, unless the Client has a valid account with Europcar or Europcar requires all or any charges to be prepaid in advance.

10.3 The Client will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

10.4 The Client remains liable for payment of any and all amounts due which are not paid or settled in full by the issuer of the card.

10.5 If Europcar has agreed to accept payment of any amount specified on the Rental Agreement from the Client by credit card / debit card, the Client’s signature on the Rental Agreement will constitute authority for Europcar to obtain authorisation and / or payment. The signature will also constitute authority for the issuer of the card to debit the cardholder’s account with the total amount due to Europcar (including but not limited to damages or loss suffered by Europcar).

10.6 In the event that the Client returns the Vehicle to Europcar before the date due on the Rental Agreement, the Client 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 Europcar.

10.7 In the event of an accident and / or if the Vehicle is stolen and / or lost, the amount of the damages suffered by Europcar will be recovered directly from the Client, including the cost of any Additional Equipment that is lost or damaged, and / or the cost of recovering the Vehicle if the Vehicle is recovered. Europcar will be entitled to charge a Claims Administration Fee and assessor’s fee (if applicable) on the Rental Agreement and will be payable by the Client on such terms as imposed by Europcar at its sole discretion.

10.8 In the event of an accident and / or if the Vehicle is stolen and / or lost, Europcar will be entitled to charge a Claims Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee (including delivery fuel charges), collection fee, Super or Standard Waiver option charges, Personal Accident Insurance (if applicable), Windscreen and Tyre Damage Waiver Excess Distance Charge, fuel, toll fees, Additional Driver(s) fee, all taxes due and payable on rental rates (which ever of these fees and / or costs may be applicable). A comprehensive schedule of Europcar’s rental rates and charges is provided on the Website.

10.9 Should the Client disobey any traffic regulations and as a result there are fines, the fine as well as the additional administrative fees will be charged to the Client’s account or debit / credit card.

10.10 Daily rates are calculated strictly per Day, from time of delivery of the Vehicle to time of return of the Vehicle.
10.11 Should a Vehicle, in Europcar’s sole discretion, require valet cleaning, the valet charges will be billed directly to the Client’s account or credit/debit card.

10.12 An additional fee will be charged for any Additional Driver.

10.13 If any amount is not paid on due date, Europcar may without prejudice to any rights it may have revise more interest on the overdue amount at the applicable prescribed legal rate. The parties agree that this Rental Agreement does not constitute a credit agreement as defined by the National Credit Act, Act 34 of 2005 (herein after referred to as “the Act”) and therefore falls outside the ambit of the Act.

10.14 A certificate of any Director, Manager or Accountant of Europcar, whose capacity need not be proved, as to any amount owed by the Client to Europcar shall constitute prima facie proof of the amount due.

11. **PROCEDURE IN THE EVENT OF AN INCIDENT (DAMAGE / THEFT / LOSS) INVOLVING THE VEHICLE**

11.1 If at any time the Vehicle is damaged, stolen, or lost, the Client and/or Driver shall take every reasonable precaution to safeguard the interest of Europcar including but not limited to, the following where applicable:

11.1.1 In the event of theft, hijacking or in the case of a lost Vehicle the incident needs to be reported by the Client to Europcar immediately and to the nearest police station within 6 hours of the incident.

11.1.2 In the event of any Damage to the Vehicle, the Client shall notify Europcar immediately and report the incident to the vehicle hire branch on arrival within 24 hours.

11.1.3 The Client shall furnish Europcar with a completed Europcar Damage / Incident Report form together with a copy of his driver’s licence within 24 hours from the incident or theft / hijacking / loss of the Vehicle. The Damage / Incident Report form can be obtained from any Europcar branch or from the Website.

11.1.4 The Client shall furnish Europcar with a Police accident case / reference number within 24 hours of the incident, alternatively from receipt thereof from the Police.

11.1.5 The Client shall obtain the name(s) and addresses of everyone involved in the incident and of any witnesses.

11.1.6 The Client shall not admit any responsibility or liability or release any party, from any liability or potential liability nor settle any claim or potential claims against or by any party nor accept any disclaimer of liability.

11.1.7 The Client shall make reasonable provision for the safety and security of the Vehicle and will not abandon the Vehicle, unless extraordinary circumstances warrant it;

11.1.8 The Client shall co-operate with Europcar and its insurer (if applicable) 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).

11.1.9 In the event that the Client is not the driver, then, without in any way reducing the Client’s obligations or Europcar’s rights in terms of this Rental Agreement, the Client shall ensure that the person who drove the Vehicle at the time of the incident complies with the provision hereof.

11.1.10 The Client shall within 24 hours of receipt thereof furnish to Europcar (and if the Client is not the Driver, the Client shall also ensure that the Driver / Additional Driver or person who drove the Vehicle at the time of the incident, does) any notice of claim, demand, summons or the like which the Client or the Driver / Additional Driver or person who drove the Vehicle at the time of the incident may receive in connection with the Vehicle.

11.1.11 The Client and/or Driver and/or Additional Driver warrants that the information completed in Europcar’s Damage / Incident Report form as referred herein above will be complete, true and correct in every respect.

11.1.12 Europcar, at its absolute and sole discretion, reserves the right to provide a replacement Vehicle in the event of damage or loss of the Vehicle. In the event of accident damage to a Vehicle, the Client is liable to settle the applicable Limited Liability (if applicable), alternatively all other amounts due and payable to Europcar (damages, liability etcetera) prior to an alternative Vehicle being provided.

11.1.13 Europcar will not take any responsibility whatsoever for the loss of or damage to a Client’s personal belongings.

11.1.14 The Client may not affect any repairs on the Vehicle.

11.1.15 Where the Vehicle is not drivable, the Client must phone Europcar Call Centre (0861 131 000) immediately and an authorised towing company will be appointed to uplift the Vehicle. The Client irrevocably and unconditionally indemnifies Europcar against any claims made by or on behalf of any third party companies and authorities. The Client will be held liable for any charges resulting from the unauthorised towing of the Vehicle.

12. **CLIENT’S RISKS AND LIABILITIES / WAVERS**

12.1 The Vehicle is rented by the Client on its sole risk, from Delivery of the Vehicle until such time as Europcar has recorded the return of the Vehicle in terms of clause 5.

12.2 The Client shall be liable for all Damages and/or total loss sustained to the Vehicle, whether the damage and/or loss are caused and/or whether or not it is attributable to his fault or negligence (including but not limited to hail damage and other acts of God). The above liability may be reduced by the Client by electing one or more of Europcar’s Waiver options. The Waiver options available to the Client are set out in the table below. Any reference to amounts exclude VAT.

<table>
<thead>
<tr>
<th>Type</th>
<th>Minor Damage Waiver</th>
<th>Minor Damage Waiver</th>
<th>Super &amp; Standard Waiver for Theft</th>
<th>Super &amp; Standard Waiver for Accident Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General purpose</td>
<td>To limit the Client’s liability in instances of theft or loss of a Vehicle</td>
<td>To limit the lower’s liability in instances of theft or loss of a Vehicle</td>
<td>To limit the Client’s liability in instances of theft or loss of a Vehicle</td>
<td>To limit the Client’s liability in instances of theft or loss of a Vehicle</td>
</tr>
</tbody>
</table>

**Items specifically excluded**

- Any damage caused by weather
- Any damage to areas other than tyres or windscreen
- Any damage caused by theft
- Any damage to the undercarriage of the Vehicle
- Damage to tyres and windows
- Lost or stolen vehicles

**Client contribution required in case of damage**

- No
- Only in cases where damage exceeds R2 500 in total
- Yes, Client contribution in the event of theft will be limited to the amount exceeding R2 500; where the Client has also opted for the Super or Standard Waiver for Accident Damage, the Client contribution required in case of theft will be reduced by R2 500.
- Yes, Client contribution in the event of the accident will be lower if Super Waiver option is selected than if Standard Waiver option is selected.

**Claim administration fee and assessor’s costs**

- No
- Only in cases where damage exceeds R2 500 in total
- Yes
- Yes

**Third party damage covered**

- No
- No
- No
- Yes, Client will be liable for the first R50 000 of Third Party damage

**Collision claims**

- Windscreen cover does not cover side and back glass, sunroof or any other glass.
- Tyre cover does not cover rims or hubcaps.
- In cases where the Vehicle is less than 6 years and the Client has opted for the Super & Standard Waiver for Accident Damage, the Client contribution required in case of Theft will be reduced by R2 500.
- Client will be responsible for all towing costs and assessment fees, if applicable.

**Accidents which could result in a breach of the Waiver conditions and the Client being liable for the total cost of damage**

- Refer to clause 12.5

12.3 The Client’s personal belongings in the Vehicle are not covered by any Waivers.

12.4 Should the Client decline any of Europcar’s Waivers and/or is in breach of the terms and conditions of this Rental Agreement or the terms and conditions of the selected Waiver, the Client will be liable for the cost of Europcar’s loss or damage as well as all Third Party Damages.

12.5 Europcar’s Waivers do not cover any damage to the Vehicle in the event of:

12.5.1 Damage and/or total loss due to Client Driver negligence or deliberate actions;
12.5.2 Damage and/or total loss sustained whilst the Client is in breach of any applicable laws, ordinances, traffic rules and regulations (including speeding and driving whilst under the influence of intoxicating liquor, narcotic drugs or similar substances);
12.5.3 Damage and/or total loss sustained where incidents are not reported in accordance with the procedure specified in this Rental Agreement;
12.5.4 Damage and/or total loss sustained where the incident takes place outside the country in which the Vehicle was rented, unless prior written approval for the Vehicle to be taken outside the country has been obtained from Europcar;
12.5.5 Damage and/or total loss sustained if at any time the Vehicle is driven by an unlicensed person;
12.5.6 Damage and/or total loss sustained where the Vehicle is driven whilst damaged and the Client should reasonably have been aware of the unsafe or damaged condition of the Vehicle, or used in a manner which prejudices Europcar’s interests or rights therein and/or as prohibited in clause 4, in the sole discretion of Europcar;
12.5.7 Damage and/or total loss sustained where the Client was not holding a valid unendorsed Driver’s license (in respect of the Vehicle / class of Vehicle rented) for more than 3 years at the time the damage or loss was sustained;
12.5.8 Damage and/or total loss sustained where an extension of the Rental Agreement is not authorised by Europcar and where the Rental Period has expired;
12.5.9 Damage and/or total loss caused as a result of the Vehicle being driven on a road that was not suitable for that Vehicle, as determined in the sole but reasonable discretion of Europcar;
12.5.10 Failure to produce the Vehicle keys in the case of theft of the Vehicle, unless exceptional circumstances apply;
12.5.11 Failure to report the last known location of the Vehicle prior to the theft;
12.5.12 The Client breaching any term and/or condition set out in the Rental Agreement;
12.5.1 The Client being untruthful in respect of any aspect pertaining to the damage caused / loss occurring during the rental period.

12.5.4 If the loss or damage has occurred in a situation where no physical contact is made with another vehicle or animal or object or person (in or on the road surface used) unless extraordinary circumstances apply which will be in the sole discretion of Europcar, irrespective if Waivers were opted for.

12.6 The Client will be liable for double the Limited Liability amount applicable in the following circumstances:

12.6.1 The damage to the Vehicle is uneconomical to repair; or

12.6.2 Where damage to a Vehicle occur under circumstances where no other Vehicle was involved; or

12.6.3 Stolen or hijacked Vehicles

13. PERSONAL ACCIDENT INSURANCE (PAI)

13.1 All claims and liability relating to this cover should be directed to Regent Insurance Company Limited. The responsibility rests upon the Client to read and understand the insurance cover offered in the brochure (if applicable). Europcar will not give advice on the product as it is not an insurer.

14. THIRD PARTY PROTECTION

14.1 Should the Client be involved in an accident with a third party, the following will apply:

Parties responsible for accident

<table>
<thead>
<tr>
<th>Super or Standard Waiver for Accident Damage</th>
<th>Super or Standard Waiver for Accident Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Damages caused by Client (not third party)</td>
<td>Damages caused by Client (not third party)</td>
</tr>
</tbody>
</table>

Third party (not Client)

Client is liable for full cost of damage, including assessment, leaving and claim handling fees. Third Party Damage is claimed from Client directly in his / her own capacity.

Client is liable for the Limited Liability amount applicable to the Vehicle and also for the first R1 000.00 of the Third Party Damage, whereafter Europcar will settle the difference.

Client is still liable for the Limited Liability amount applicable to the Vehicle. Should the Vehicle be abroad in South Africa, the Client will attempt to recover the money from the third party and once a successful recovery has been made, will then reimburse the Client for the Limited Liability amount, less a claim administration fee.

14.2 The damage referred to in the table above is limited to the third party’s direct damage and excludes any consequential damages or losses.

14.3 Notwithstanding anything in this Rental Agreement, Europcar shall not be obliged to make, institute or proceed with any claim which Europcar may otherwise have against the Client’s insurance for the recovery of any loss or damage or in connection with the Vehicle and accordingly, Europcar shall be entitled, in its sole discretion, to abandon such claim or to settle such claim on any terms.

15. CONSEQUENTIAL DAMAGES

15.1 Should the Client decline any of Europcar Waivers and / or is in breach of the terms and conditions of this Rental Agreement and / or the terms and conditions of the selected Waivers, the Client acknowledges and agrees that the Client may be held liable by Europcar for its consequential damages suffered as a result of Europcar being unable to rent the Vehicle due to Damages caused by the Client. The loss for which the Client may be liable shall be calculated on the basis of the daily rental rates in respect of the Vehicle indicated on the Rental Agreement for the period that the Vehicle was unavailable for hire (subject to a maximum of 30 days).

16. CROSS BORDER TRAVELLING

16.1 A letter of authorisation must be requested from Europcar at the time of reservation for all cross border travelling. The Client acknowledges that a cross border charge will be levied on all cross border rentals.

16.2 Europcar will not be held liable if a Client is refused entry into another country.

16.3 All foreign registered Vehicles will have to pay a cross border charge at the Border and the Client is responsible for the payment of such Cross Border Charge or any other charges that may be applicable.

16.4 Vehicles are only permitted into Botswana, Lesotho, Swaziland, Namibia, Zimbabwe and Mozambique.

16.4.1 A one-way cross border service charge will be levied against the Client for one-way Vehicle rentals. No one-way cross border service, roadside assistance or replacement Vehicles are available for Zimbabwe or Mozambique.

16.4.2 An additional administration fee and / or a full repatriation fee (whichever is applicable) will be levied against the Client should an accident / theft occur outside the borders of the country in which the Vehicle was rented.

17. INDEMNITY OF EUROPCAR BY CLIENT

17.1 Neither Europcar nor any of its shareholders, directors, officers or employees shall be liable for any loss or damage whether direct, indirect, as a result of or otherwise arising from the rental of the Vehicle and or Additional Equipment by the Client, provided such loss or damage was not caused as a result of the gross negligence of Europcar, its shareholders, directors, officers or employees. The loss or damage includes, but are not limited to, any loss or damage to property left or transported in the Vehicle and any loss of life or injury.

17.2 Europcar, its shareholders, directors, officers and employees are accordingly indemnified by the Client, the Driver / Additional Driver or his estate(s) against any claim(s) of any nature whatsoever and however 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 and Additional Equipment (if applicable) contemplated in these terms and conditions.

18. JOINT AND SEVERAL LIABILITY OF SIGNATURES, CLIENT AND / OR DRIVER

18.1 The Client and every person signing the Rental Agreement shall be liable jointly and severally for payment of all amounts due to Europcar in terms of or pursuant to the Rental Agreement.

19. GENERAL

19.1 The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any understandings, representations, warranties, promises or the like not recorded by Europcar except as provided for herein.

19.2 In the event that the Rental Agreement is produced in more than one language, the English version will prevail in the event of an interpretation difference.

19.3 A provision of this Agreement which is invalid or unenforceable for any reason shall be severable from the rest of this Agreement and shall not affect the validity thereof.

19.4 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implying any extension of an election by the party, or will operate as a relinquishment 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.

19.5 This Rental Agreement and all matters or disputes arising therefrom or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

19.6 The parties consent to the jurisdiction of the Magistrates Court, should Europcar, 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 Europcar may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.

19.7 The Client shall not be entitled to cede any of his rights or assign any of his obligations under this Rental Agreement or rent or give up possession of the Vehicle, its tools or Additional Equipment or any part of it.

19.8 If Europcar institutes any legal proceedings against the Client, it shall be entitled to recover from the Client all the legal costs it incurred with the Client or may, at its own election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeded the jurisdiction of the Magistrates Court.

19.9 The Client chooses as its domicillium citandi et exectandi 16 Ernest Oppenheimer Street, Johannesburg, Gauteng, Republic of South Africa.

19.10 Europcar chooses as its domicillium citandi et exectandi 16 Ernest Oppenheimer Street, Johannesburg, Gauteng, Republic of South Africa.

19.11 Europcar shall be entitled to carry out a credit check on a Client with one or more credit agencies who may retain a record thereof and Europcar shall be entitled to record any default by the Client with any credit agency. Such records may be made available by the credit agency to third parties, in which case Europcar shall not be held liable / responsible for any repercussions such disclosure may have on the Client. The Client agrees that Europcar may disclose any information obtained by it as a result of the conclusion and / or breach of this Rental Agreement, including personal and additional information, to any person, including a credit bureau.

19.12 The Client acknowledges that the Vehicle may be fitted with a vehicle management system, which is used inter alia, to record speed and other information relating to the Vehicle rented. Europcar shall be entitled to use such information (including in court proceedings) as it deems fit.

19.13 Notwithstanding anything to the contrary, the Client explicitly authorises Europcar to make use of any and all personal information provided to Europcar for purposes of tracing and recovering (which includes triangulation of cellular phones, in accordance with RICA Act, Act 70 of 2002) any Vehicle that is not returned to Europcar at the agreed time and date reflected on the Rental Agreement or during any legal proceeding instituted against the Client.

19.14 By the Client’s signature hereto he accepts all the charges charged by Europcar in terms of this Agreement, including any charges relating to loss and damage to the Vehicle.

19.15 Europcar reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Client’s application to rent a Vehicle or accept any method of payment and the Client shall have no recourse against Europcar as a result thereof.

19.16 Europcar confirms that it is compliant with all the provisions of the National Credit Act, Consumer Protection Act, Financial Intelligence Centre Act and Financial Advisory and Intermediary Services Act and will report all incidents required by these Acts when applicable to the relevant authorities.

By signing the Rental Agreement, the Client acknowledges that he has read the terms and conditions set out herein above, understands the legal implications thereof and consider himself legally bound thereto. In the event that the Client does not understand any term or condition set out herein above, he is requested to ask for an explanation thereof from a Europcar authorised representative before signing the Rental Agreement.