

AUTOWAY CAR HIRE

15 AANHUIZEN STR SWELLENDAM 6740
 BOOKINGS HEINRICHGERBER@VODAMAIL.CO.ZA
 CELL NO 0828264274

BRANCH:

TAX INVOICE

<nommr>

Date:..... / /

Credit Card	AMEX	DINERS	VISA	OTHER		MAKE	
						REG. No.	
						IN	
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ACCOUNT TO						Km's IN	
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TEL: ()							
Order No.:					Km's @	c	
Renter							
Auth. Driver					Days @ R		
HOME ADDRESS					Days @ R		
	TEL: ()						
LOCAL ADDRESS						SUB TOTAL	
					Discount		
						RENTAL	
DRIVERS	LICENCE No.	PLACE	DATE	Vehicle Recovery/Delivery			
						SUB TOTAL	
ID/Passport No.					Vehicle Insurance		
OTHER AUTH. DRIVER						SUB TOTAL	
					Theft Insurance		
				Additional Driver/s			
Date due back					Airport Tax		
Rental extended to					Miscellaneous		
Remarks					Equipment		
VEHICLE INSURANCE						SUB TOTAL	
By initials Renter applies for Vehicle Insurance						VAT %	
Excess R						SUB TOTAL	
					Refuel		
THEFT INSURANCE						Less Miscellaneous	
By his initials Renter applies for Theft Insurance on the terms of the relevant Insurance Policy obtained by AUTOWAY CAR HIRE.					Amount Due	TOTAL	
					Deposit - Receipt No.		
I have read the Terms and Conditions set out on the front and reserve hereof and I agree that the said Terms and Conditions shall constitute a Binding Agreement between myself and the Company.					Additional Deposit		
						TOTAL	
					Amount due to us		
					Amount Refunded		
RENTER OR AUTHORISED AGENT					Refund Received		

TERMS AND CONDITIONS

AUTOWAY CAR HIRE (the "Company") hereby rents to the Renter referred to on Page 1 the motor vehicle described thereon subject to all the terms and conditions detailed on Page 1 as well as those effective at the time of the conclusion of the contract as depicted in the Company's brochure. The Contract is further subject to the following terms and Conditions:

1. At the place and on the date specified overleaf (or as such other place or on such other date as agreed to by the parties in writing) the Renter shall return the vehicle together with all its accessories undamaged and in the same condition as when received, fair wear and tear excepted. Ownership of the vehicle shall always remain vested in the Company.

2. The Renter acknowledges receipt of the vehicle in good order and condition and acknowledges that the fuel tank, oil reservoir and radiator are, at the time of receipt of the vehicle by him, filled to capacity. The Renter shall be liable for the cost of all fuel consumed by him during the currency of this agreement or until such time as the vehicle is returned to the Company (whichever period shall be the longest).

3. The vehicle shall not be used or driven:

- (a) for the conveyance of any person or property for consideration, expressed or implied.
- (b) in contravention of the law.
- (c) By any person who has given the Company any false information.
- (d) in any race, speed test or other motor sport event.
- (e) to tow or propel any other vehicle or trailer.
- (f) by any person under the age of 23 years.
- (g) by any other person under the influence of alcohol or drugs.
- (h) by anyone other than a licensed driver authorized by the Company by the insertion of such person's name on Page 1 hereof, but notwithstanding the a foregoing the Renter shall at all times be personally liable for the actions of the driver, and for the fulfilment of the terms and conditions hereof.
- (i) the vehicle shall not be removed from the Republic of South Africa without the written consent from the Company.

4. The Renter shall pay to the Company on demand all charges as they become due in terms of this agreement. In the absence of a pre-determined agreed tariff such payments shall be made in accordance with the applicable tariff as set out in the Company's current tariff brochure. The Renter shall be liable to pay:

- (a) A charge calculated at the rate specified or otherwise applicable for the distance covered from the Company's depot where the Renter received the vehicle and back to such depot. The Renter confirms the correctness of the odometer readings. Where such odometer ceases to function through mechanical failure, the kilometrage covered shall be assessed by the Company in its discretion and such assessment shall be binding other reason, the Company may at its option either assess the upon the Renter. In the event of the odometer ceasing to function for any kilometrage covered or, where the seals have been broken or tampered with, charge the Renter a rental of not less than R100,00 per hour for the duration of this agreement or until the vehicle is returned (whichever period shall be the longest).
- (b) Time charges, vehicle insurance premium and any other charges specified on the face hereof. In the event of the vehicle not being returned to the depot or agreed.

Place of return a collection charge calculated at the rate specified for the kilometers covered by the Company from the Company's depot, where the Renter receives the vehicle and back to such depot, in order to collect the vehicle, plus a charge for all petrol consumed during such collection.

- (c) All taxes as are payable in law.
- (d) All fines, penalties and Court cost imposed for parking or traffic offences whilst the vehicle is held or used pursuant to this agreement.
- (e) The company's legal costs on attorney and client scale, incurred in collecting payments or in enforcing the Company's rights hereunder.

5. Under no circumstances shall either the Renter or the authorized driver be or be deemed to be the agent, servant or employee of the Company

6. The Company shall not be liable for the loss of or damage to any property left or transported in or upon the vehicle

7. The vehicle is insured in terms of the provisions of the of the Motor Vehicle Accidents Act and under an Insurance Policy as hereinafter indicated. In respect of the said insurances and as a condition of this agreement the Renter warrants that:

- (a) Neither he nor any person who to his knowledge will drive a vehicle has defective vision or hearing; ever had a fit; has any physical; infirmity; been convicted of any offence connected with the driving of any motor vehicle; had any motor driver's license endorsed, or cancelled.
- (b) No Insurer or Underwriter in respect of any motor insurance has ever declined his application; or cancelled his policy; refused to renew his policy; required an increased premium or imposed special conditions on him or the driver.

8. The vehicle described on the front of this Agreement is covered under an Insurance Policy issued by a registered insurer against:

- (a) Loss of and/or damage to the vehicle; and
- (b) Damage to the property of Third Parties other than where such damage is caused through the fault of the Renter or driver of the Company's vehicle. Excluded from the benefits of the Insurance Policy concerned are the contents of the vehicle hereby rented.

Subject to compliance with the warranties set out in Paragraph 7 above, and subject to the provision of Paragraph 3 above, and provided that the Renter shall have initialed the box under the heading VEHICLE INSURANCE on the front of this Agreement, the Renter shall be entitled to the benefits of such Insurance, provided

further that the Renter or driver of the vehicle:

- (a) Has not breached any provisions of this agreement.
- (b) Shall immediately report to the Company any damage, accident, breakdown or theft involving the vehicle or its accessories.
- (a) Immediately delivers to the Company every demand, notification, summons or process received relating to any claim, action or prosecution in connection with any collision or occurrence involving the vehicle.
- (d) Refrains from admitting liability for any claim or assisting any claimant in regard thereto.
- (e) Co-operates with the Company or its Insurer in the investigation and defense of any prosecution, claim or action.
- (f) Shall only be responsible for the compulsory excess referred to in the Company's Brochure.

Should the Renter decline, fail or neglect to initial the box under the heading, Vehicle Insurance on the front of this Agreement, he shall be fully liable forth, total amount of damages sustained by the vehicle, irrespective of whether the - vehicle is driven by the Renter personally or by anyone else.

The Insurance Policy hereinbefore referred to, obtained by the Company, does not apply to or cover:

- (a) any damages which the Company may suffer as the result of loss of use of the vehicle owing to its destruction or damage thereto, for which damage the Renter shall be liable,
- (b) claims arising from injuries received by passengers of the vehicle: and
- (c) damage or destruction of property owned by, rented to, in charge of, or transported by the Renter or driver.
- (d) Loss of and damage to wheels and tyres and glass.

9. The Company accepts no responsibility for delays in consequence of breakdown or other circumstances.

10. The Renter undertakes to return the vehicle to the Company for service and lubrication after every 5 000 kms travelled or, alternatively, to satisfy the Company that he has affected at his own cost the service and lubrication required in accordance with the manufacturer's specifications. Failing the Renter's compliance with this clause he shall be liable for any damages which the Company may suffer in consequence of such failure.

11. In the event of it being necessary for repairs to be effected to the vehicle, or any part thereof, or parts to be replaced, the Renter shall be entitled to have such repairs effected, or such parts replaced, provided that the cost thereof does not exceed a total sum of R500,00. In the event of any repairs being effected or parts being replaced, in excess of the amount of R500,00 such excess shall be borne by the Renter, unless the prior written consent of the Company has first been had and obtained.

12. The Renter shall not in any manner alienate or transfer his rights or obligations arising out of this agreement.

13. In the event of a breach of any of the terms and conditions of this agreement, or if in the opinion of the Company the vehicle is being driven or used in a manner which is likely to be prejudicial to the Company or any person, it shall be entitled to forthwith terminate this agreement and to take immediate repossession of the vehicle without prejudice to any other claims of any nature whatsoever that it may have against the Renter.

14. Notwithstanding anything to the contrary herein contained the Renter shall be liable to pay interest on any outstanding amounts due and payable hereunder at the current bankers' prime lending rate calculated from the due date for payments to date of payment in full,

15. No variations or waiver of any of the conditions hereof shall be operative against the Company unless contained in writing and signed by the Company.

16. The parties hereto agree that in any legal proceedings arising out of or in connection with the agreement, the Magistrate Court having jurisdiction over the person of the Defendant, in terms of Section 28 of the Magistrate's Court Act, shall have jurisdiction in respect of - such legal proceedings, notwithstanding that the amount claimed, in such proceedings, shall exceed the normal jurisdiction of the Magistrate's Court. For the purpose of such proceedings the Renter hereby chooses as domicilium citandi et executandi the address set out on the front of this Agreement, in the box titled "Local Address".

17. In the event of the Renter being a married, he or she warrants by her signature hereto that the marital power of his/her spouse has been excluded.

18. By his signature hereto as the authorized agent of the Renter such signatory undertakes personal liability for the Renter's obligations hereunder, notwithstanding anything to the contrary herein contained.