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TERMS AND CONDITIONS FOR VEHICLE RENTAL

Definitions

- a. OWNER refers to Fountain Car Hire (Pty) Ltd, Reg no. 2021/493196/07.
- b. RENTER refers to a natural or juristic person who hires or intends to hire a vehicle from Fountain Car Hire.
- c. INSURANCE OWNER refers to a short term insurer who has a contract with Fountain Car hire for insuring of its vehicles.
- d. WAIVER refers to an amount payable together with rental fees by the Renter in order to reduce the Renter's liability in case of loss or damage to the Rental Vehicle as well as other qualifying incidental costs that may be incurred by the Owner.
- e. CANCELLATION refers to instances where the Renter has reserved a Rental Vehicle, but decides to pull out before collection of the Rental Vehicle.
- f. TERMINATION refers to instances where the Renter is already in possession of the Rental Vehicle, but decides to shorten the term of rental.
- g. BREACH OF AGREEMENT refers to failure by either party to adhere to the terms of the rental agreement by omission or action or whatsoever means or method that leads to non-fulfillment of either party's responsibilities as agreed in this contract.
- h. LOSS OF RENTAL VEHICLE refers to incidents whereby the insurer writes off the Rental Vehicle as a result of being beyond economical repair, theft, or hijacking or other incidents resulting in financial loss for the Owner. The same definition is applicable even if the insurer rejects the claim following same or other incidents that causes financial loss for the Owner.
- i. DOMICILIUM CITANDI ET EXECUTANDI refers to addresses furnished by both parties to this agreement at which legal notices shall be served in case of a dispute.
- j. RENTAL VEHICLE refers to a Motor Vehicle belonging to the Owner being hired out to the Renter, including any replacement vehicle where applicable.
- k. DAY refers to a 24 hour period.
- l. WEEK refers to 7 days.
- m. MONTH refers to 31 days.

n. BUSINESSWORKING HOURS:

Monday to Friday: 08H00 to 17H00

Saturday: 08H30 to 13H00

Sunday: 08H30 to 12H00

1. Vehicle Reservation

1.1. Making Vehicle Reservation online does not guarantee that the vehicle will be available. The Owner shall confirm the availability of a Rental Vehicle by Email, SMS, Whatsapp or phone call after acceptance of the quotation by the Renter, and after payment of the applicable reservation fee.

2. Duration of the agreement

2.1 The agreement is valid from date and time of collection of the Rental Vehicle by the Renter until the date and time the Rental Vehicle is returned at the agreed place, and both parties have fully performed their responsibilities in terms of this contract.

2.2 The Renter may request for the extension of the contract at least 24 hours prior to to the drop off time of the Rental Vehicle, which approval or disapproval shall be determined by the Owner.

3. Rental fees

3.1 The rental fee charged on signing of the agreement shall be guaranteed for up to a period of 12 months in instances where there is a continuous extension of the rental duration, therefore the Owner shall review and adjust the rental fees every 12 months.

4. Cancellation

4.2. The Renter may cancel the booking in writing (email accepted) at least 48 hours before the collection time with no cancellation fees.

4.3. Any cancellation less than 48 hours prior to collection time shall be subject to 25% cancellation fee.

5. Termination of agreement

5.1. The rental agreement shall terminate when the vehicle is returned to the Owner, and both parties have performed their responsibilities as bound by this agreement, notwithstanding the other responsibilities to be fulfilled by the Renter in line with the traffic fines clause and terms applicable with regard to defraying Owner's costs from the security deposit.

5.2. The Renter may choose to terminate the agreement with one day's notice; however he or she will be liable for 50% of rental fees for the unexpired term.

5.3 The Owner may terminate the agreement with immediate effect in case of a breach

of agreement by the Renter and no refund will be paid to the Renter for unexpired term. The Owner will be entitled to use the security deposit to defray any costs suffered by the Owner as a result of such a breach.

6. Insurance

6.1. All vehicles are insured by **MIWAY INSURANCE OWNER (0860 64 64 64)** for third party liability. The terms and conditions that are binding between the Owner and **Miway Insurance Owner** are by extension caused by renting of a vehicle and acceptance of the rental agreement and terms and conditions equally binding between **Miway Insurance Owner** and the Renter while the vehicle is in possession of the Renter.

6.2 The Renter must take note that **Miway Insurance Owner shall** not pay a claim where an accident occurs while the driver was breaking the rules of the road, such as drinking and driving, exceeding speed limit, driving the vehicle while it is not roadworthy and all other road traffic violations. In such instances, the damages and losses suffered by the owner and third parties shall be for the account of the Renter, therefore, the Owner shall be obliged to furnish the Renter's personal details to law enforcement, Judicial Officers and all representatives and agencies who will be acting on behalf of the Owner and third parties for the purposes of pursuing the Renter to honor their liabilities.

6.3 In cases where **Miway Insurance Owner** approves a third party claim, the client will be liable to pay an excess fee of R5 000.00 directly to Miway or to Fountain Car Hire.

7. Security Deposit

7.1 The Renter shall be required to provide a security deposit to the owner to be used towards recovering financial losses in the event of loss or damage to the Rental Vehicle during the term of this agreement. The Owner may in Lieu of collecting a security deposit, place a hold on the credit card of the Renter. The amount required as Security Deposit shall be determined by the Owner.

7.2 In the event of damage to the Rental Vehicle, the Owner will apply this security deposit towards covering the costs of necessary repairs, and the Renter shall be responsible for the difference up to the limit based on the Renter's chosen waiver option in case the cost of repairing the damage is above the security deposit.

7.3. Where an Insurance Owner (Owner's insurance or third party Insurance) rejects a claim on the bases that the Renter (or anyone authorized or not authorized by them for the rental duration) was breaking the rules of the road while operating the Rental Vehicle, the Renter shall be responsible for the costs of repairing the Owner's car and third party.

7.4 The whole or balance of the security deposit after deducting necessary costs where applicable shall be paid back to the Renter's bank account within 24 hours or up to 48 hours if vehicle is returned during weekend after returning of the Rental Vehicle if there are no damages. Refunding of deposit shall delay if there are repairs to be undertaken, and once such is completed or quotations obtained, the balance from the deposit if any shall be transferred to the Renter's bank Account within 24 hours.

8. Fueling of the Vehicle

8.1. The Owner shall endeavor to release the vehicle to the Renter with full tank of fuel and the Renter shall also return the vehicle with same level of fuel. If the Renter fails to return the vehicle same amount of fuel that they collected the Rental Vehicle with, the Renter agrees that the Owner shall deduct from the deposit paid by the Renter an amount reasonable to purchase fuel that will bring the level of fuel to the same level when the Rental Vehicle was collected.

8.2. The level of fuel shall be indicated on the vehicle checklist on collection and return of the vehicle. The owner will also take a vehicle for refuel upon drop off by the client even when the fuel gauge shows full. This is to ensure that the vehicle is 100% full and not disadvantage the next client.

9. Care and cleanliness of the vehicle

9.1. The Owner shall endeavor to release the vehicle to the Renter after it has been cleaned. Therefore, the Renter must also return the Vehicle clean. The Owner may deduct a reasonable amount from the security deposit in order to have the car cleaned should the Renter fail to return it in a clean condition.

9.2. The Renter must treat the vehicle WITH CARE AT ALL TIMES as if it is their own in order to minimize the risks which may be costly for both the Owner and the Renter.

10. Scope of use of the vehicle

10.1. The vehicle must not be used for any criminal activities, transporting of illegal goods or explosives, transporting of passengers for reward or payment, or towing other vehicles. The Renter must comply with all laws applicable to persons who operate a Motor Vehicle in the Republic of South Africa, and the Renter must ensure that same is observed by the authorized additional driver.

10.2 The Renter will not sublease the Rental Vehicle.

11. Territorial Limitations

11.1. The vehicle shall not leave the borders of the Republic of South Africa under no circumstances. An attempt to leave the Republic of South Africa with the Rental Vehicle shall immediately be regarded as theft, and the Owner's legal Firm shall handle the matter with the public and private law enforcement agencies.

11.2 The Renter shall ensure that the vehicle is driven by people who are having a valid South African Drivers licenses.

12. Traffic Fines

12.1. The driver and all persons nominated by him/her to drive the vehicle shall at all times adhere to the rules of the road. The Renter authorizes the Owner to debit the bank account of the Renter for any speeding, parking and all other fines where it was not possible for law enforcement officers to issue such fines to the driver in person while the rental agreement was in force. This debit shall take place even after the agreement has terminated. The Owner may elect to communicate with the Renter to settle such fines with the Owner prior to debiting the bank account. An administration fee of R250 shall be charged to the Renter in instances

where the funds for traffic fines is not recoverable from the Renter's bank account.

12.2. The vehicle must always be parked in designated parking areas to avoid towing by authorities. In case of non-compliance the Renter shall be liable for all fees required to release the vehicles once it is towed or Clamped.

13. Kilometre Limitation

13.1. The Mileage is unlimited for rental duration of two or more days. A rental duration of one day (24 hours or less) shall have a limit of 400 Kilometers, thereafter a rate of R1.50 per kilometer shall apply.

14. Damage to the Rental Vehicle and damage to property of third parties

14.1. Full expenses for willful and negligent damage to the vehicle by the Renter or people known to him or her, where a criminal case is not opened with the South African Police Service (SAPS) will be for the account of the Renter. Therefore, the waivers will be null and void.

14.2. In case of an accident, whereby the Renter is the guilty party and the Insurance Owner accepts a claim from a Third Party, the Renter shall be liable for the excess amount of R5 000.00 payable to the Insurance Owner.

14.3. Damage to the vehicle and third party's property resulting from operating the vehicle under the influence of intoxicating substances shall be for the account of the Renter and shall deem the selected Waiver NULL AND VOID. Should the Insurance Owner rejects a claim for an accident or incident that occurs at the time the vehicle was rented by the Renter whether the Renter was driving or not, present or not present at the scene of the incident or accident, the Renter shall be liable for costs of repairing damage to the Rental Vehicle, or loss of the Rental Vehicle and for the damages suffered by third parties.

14.4 Driving the vehicle on a gravel road is deemed to be off road, therefore damage to the vehicle as a result of driving the Rental Vehicle on such roads shall not be regarded as normal tear and wear, therefore the Renter shall be liable for repairs.

15. Waiver for damage to the Rental vehicle

15.1 The Renter must choose between Standard and Super Waiver options to determine the amount he or she will be liability for in case of damage or loss of the Rental Vehicle.

15.2. **Standard Waiver (excluding Windscreen Tyres)** means the Renter shall be liable to pay an amount of up to R12 000.00 for damages or loss of the Rental Vehicle.

15.3. **Super Waiver (excluding Windscreen and Tyres)** means the Renter shall be liable to pay an amount of up to R5 000.00 for damages or loss of the Rental Vehicle.

15.4. Selecting one of the Waiver options is compulsory when renting a vehicle; the Waiver protects the Renter from huge financial burden in case of an accident or incident.

15.5 Waiver for Windscreen and Tyre damage. The waiver for Windscreen and Tyres is **optional**. The daily rate for this waiver will be determined by owner. The excess payable by the Renter in case of a damage is R250 per damage (not per incident). In cases where this waiver is not selected, the client will be responsible for the cost of replacing the damaged windscreen and tyres.

15.6 The following **compulsory additional Waiver** shall be applicable over and above the selected Waiver for the following categories of licenses:

15.6.1 R30.00 per day (maybe discounted for rental of 7 or more days) if the Renter's driving license or the authorized additional driver to drive the Rental Vehicle has a C1 Driver's License(code 10) which is less than four years old, or if the license is less than 2 years old in case of other license categories.

15.7 The waiver benefits described above will become null and void in case of willful damage, reckless and negligent driving, staged theft of the car by the renter or persons known to the Renter whether authorized or unauthorized by the Renter to operate the Rental Vehicle. In such cases, the Renter shall be liable for all damages and losses suffered by the Owner and Third parties, and where applicable prosecution and or litigation shall be pursued.

16. Accident

16.1. In case of an accident, the Renter must refrain from accepting responsibility for accident and making undertakings to fix third parties' property until the law enforcement officers provide an accident report, which the insurance companies (where applicable) shall use to determine the outcome of claims.

16.2. The Renter must immediately (within 2 hours) inform the Owner about the accident so as to enable the Owner to contact the insurance Owner for authorization to handle the matter. The removal of the vehicle, where the nature of the damage renders the vehicle immobile shall only be performed by a towing operator authorized by the Owner. In instances where the Renter allows a tow operator that not authorized by the Owner to tow the vehicle, the Renter shall be liable for all costs associated with such towing and storage fees. Therefore the Renter must refrain from signing towing slips from tow operators who may present themselves as authorized by the Owner or Insurance Owner.

16.3. Should the Renter allow an unauthorized towing operator to remove the vehicle, the Renter shall be liable for the costs of such removal and storage fees.

17. Roadside assistance

17.1. The Renter must immediately inform the Owner if mechanical breakdown occurs, the Owner will in turn report to the insurance Owner for road assistance to be provided.

18. Late return of motor vehicle

18.1 When a Renter fails to return the Vehicle at the date and time agreed upon with a grace period of 30 minutes, the rental continues on an hourly basis or day to day basis until the Rental Vehicle is returned,

18.2. Failure to return the Rental Vehicle during operating hours will lead to continuous rental as per the terms described in paragraph 18.1 above.

19. Dishonesty

19.1. The Renter will be prosecuted for **Mens Rea or Theft**, as well as to be held liable for all costs for loss and damage to the vehicle should he or she is dishonest regarding the following circumstances amongst others:

- 19.1.1. False statement regarding the whereabouts of the vehicle.
- 19.1.2. False claim about theft or hijacking of the vehicle.
- 19.1.3. False claim about theft or damage to any part or component of the vehicle.
- 19.1.4. Selling or attempting to sell or dispose the vehicle by any means.
- 19.1.5. Abandoning the vehicle for whatever reason.

20. Breach of agreement

20.1 If the Renter breaches any term of this Agreement, then the Owner shall be entitled to deliver a written notice to that effect to the Renter, stating the nature of the breach and requiring that the Renter remedies the breach to the Owner's satisfaction within 5 (five) days (or such shorter period as the Owner may reasonably require in its written notice, depending on the nature of the breach and the amount of time that would normally be required to remedy a breach of that nature).

20.2 If the Renter fails to remedy a breach within the time period reflected in the notice delivered in terms of Clause 20.1 above, the Owner shall be entitled to claim specific performance, or to terminate this Agreement by delivering a written notice to that effect to the Renter, in either event without prejudice to the Owner's right to recover damages from the Renter.

20.3 In addition to all other remedies set out either in this Agreement, or at law, including in respect of any rights which have accrued in its favour under this Agreement, to cancel the Agreement or Appointment by giving written notice to that effect to the party:

20.3.1 the Renter commits an act which would be an act of insolvency (as defined in the Insolvency Act, No. 24 of 1936) if committed by a natural person; or

20.3.2 the Renter proposes a general compromise with its creditors or any class of creditors or adopts or proposes a resolution for winding-up or any person applies for the winding-up of the Renter or one of its major and essential suppliers or sub-contractors;

20.3.3 the Renter generally ceases to conduct its business or trade, or disposes of most or all of its material business assets to another person.

21. Confidentiality regarding personal Information

21.1. The Owner shall handle the Personal information of the Renter with strict confidentiality and will not share this information with any third party, except with the Owner's legal firm and law enforcement agencies should any legal action be necessary to remedy any breach of the contract or for law enforcement purposes including Civil Lawsuit.

21.2. The Renter gives permission to the Owner to obtain information from third parties in order to conduct background checks, credit history from credit bureaus and to obtain other information from other parties necessary to satisfy the Owner regarding the eligibility of the Renter to rent a Vehicle.

22. Indemnity

22.1. The Renter agrees to Indemnify, defend, and hold harmless the owner for any loss of lives, injury, and loss of income, damage, or legal actions against the Owner as a result of Renter's operation or use of the Rented Vehicle during the term of rental agreement. This includes any attorney fees necessarily incurred by the Owner for these purposes.

22.2. The Renter further indemnifies the Owner for any loss of lives, injury or any other damage suffered by the Renter, the Renter's family and his/her passengers as a result of action by parties or agents acting on behalf of the Owner to recover or repossess the vehicle from the Renter in case of Breach of contract.

23. Representations and Warranties

23.1 Owner represents and warrants that to the Owner's knowledge, the Rental Vehicle is in good condition and is safe for ordinary operation of the vehicle.

23.2. The Renter represents and warrants that the Renter and all those he or she will allow to drive/ operate the Rental Vehicle are legally entitled to operate a motor vehicle under the laws of the Republic of South Africa and will not operate it in a violation of any laws or in a negligent or illegal manner.

23.2. The Renter has been given an opportunity to inspect the Rental Vehicle, and Renter agrees that the vehicle has no other damages other than the ones noted during the inspection.

24. Debit Order Mandate

24.1 The Renter hereby authorizes the Owner to debit all monies payable in terms of this agreement from the Renter's bank account, including debiting fees for traffic fines that may be received by the owner after the vehicle is returned by the Renter, this includes applicable administration fees, as well as the fees that may become due as a result of exceeding the rental period.

25. Court with Jurisdiction in case of disputes

25.1. The Pretoria Central Magistrate Court shall have Jurisdiction in case of disputes arising from this agreement.

26. Domicilium Citandi et Executandi

26.1. The Renter agrees that the email address, home and, or work address furnished above shall be his/her address for serving of legal documents should a need arise for the Owner to institute a legal action as well as to forward traffic fines accumulated during the rental period in instances where recouping such funds from the Renter's bank account is not possible.

26.2. The Owner's address for serving of legal documents is:

FOUNTAIN CAR HIRE
Olivetti House
235 Sophie de Bruin Street
Pretoria
0183