

Annexure C: Vehicle Rental Agreement

Client Details ("Client")			
Name		ID/Registration number	
Physical address		Postal address	
Mobile number		Email address	
Landline number		VAT number	
Driver Details			
Main Driver ("Driver")		Additional Driver ("Additional Driver")	
Full names		Full names	
ID/passport number <i>*attach copy</i>		ID/passport number <i>*attach copy</i>	
Physical Address		Physical address	
Postal address		Postal address	
Mobile number		Mobile number	
Landline number		Landline number	
Email address		Email address	
License type <i>*attach copy</i>		License type <i>*attach copy</i>	
License expiry date		License expiry date	
Vehicle Details ("Vehicle")			
Make		Model	
Registration		Accessories	
Colour		Odometer reading	
Date & time of collection		Date & time of return	
Collection address		Return address	
Defects at date of collection	If applicable, complete " <u>Annexure B</u> "		
Defects at date of return	If applicable, complete " <u>Annexure C</u> "		
Signatures			
The Client leases the Vehicle from KNP Explorers (Pty) Ltd, Registration Number: 2025/009103/07 ("Lender") in accordance with the Vehicle Rental Agreement attached.			
Name		Name (Client)	
Date		Date	
Signature		Signature	
Signed and accepted by and on behalf of the Lender			

Vehicle Rental Agreement

1. Interpretation

- 1.1. **"Additional driver"** means such person who, in addition to the Driver, is authorised to drive the vehicle.
- 1.2. **"Auto Guide"** means a publication that contains recommended selling prices of vehicles, as recognised by the Lender.
- 1.3. **"Driver"** means the Client, alternatively such person who is duly authorised by the Client and the Lender to drive the Vehicle.
- 1.4. **"Client"** means the person leasing the Vehicle from the Lender, and includes the Driver and any Additional Driver/s, jointly and severally.
- 1.5. **"Rental period"** means the period between delivery of the Vehicle to the Client, and return of the Vehicle to the Lender.
- 1.6. **"Schedule of Charges"** means the Lender's schedule of rental rates and other fees and charges, annexed hereto as **"Annexure A"** and as amended from time to time.
- 1.7. **"Vehicle"** means the vehicle owned by Lender and leased to the Client, including all related keys, tools, accessories and documents, and includes any replacement vehicle delivered to the Client.
- 1.8. **"Vehicle damage/s"** means any expenditure incurred in towing, transporting or storing the Vehicle, repairing any damage to the Vehicle, replacing vehicle parts or accessories, or any other charges and damages related to an incident involving the Vehicle, being an incident occurring during the Rental Period;
- 1.9. **"Write off"** means the event of theft of the Vehicle, or Vehicle damages where the estimated cost of repairs is such that the Vehicle is, in the Lender's discretion, uneconomical to repair. In the event of write off, the amount of loss will be the retail value of the vehicle reflected in the Auto Guide. If not reflected therein, the price will be the new list price of the Vehicle, as advised by the manufacturer, as at the date of loss.
- 1.10. The singular includes the plural and vice versa, reference to a gender includes the other gender and neuter, and natural persons includes legal persons and vice versa.

2. Rental and Delivery

- 2.1. The Lender rents to the Client, who hires the Vehicle subject to this agreement. The Client is bound by this agreement regardless whether s/he is a Driver.
- 2.2. Delivery and transfer of risk of the Vehicle will take place at the time the Client takes possession of the keys and/or the Vehicle.
- 2.3. The Vehicle will be deemed to have been delivered to the Client in good order and without any damage, unless any damages are recorded in writing at or before delivery.
- 2.4. The Client will give the Lender 48 hours' notice, prior to the termination of the Rental Period, of any intention to extend the Rental Period, which extension will be subject to the Lender's acceptance. This agreement will apply to any such extension.
- 2.5. The Lender is entitled to substitute the Vehicle should the Vehicle requested by the Client be unavailable for whatever reason.

3. Rates and Charges

- 3.1. The Client will pay the Lender all rental, fees and charges for the whole of the Rental Period in accordance with the Schedule of Charges. The Client will further pay to the Lender an administrative charge in the event of Vehicle damages or Write off, or if any fines or penalties are incurred during the Rental Period.
- 3.2. In determining the final Vehicle rental charges, the distance traveled by the Vehicle during the Rental Period will be determined from the Vehicle's odometer. If the odometer has been tampered with, then the distance traveled will be deemed to be 1000 (one thousand) kilometers per day.
- 3.3. **The Client will be liable for all tolls, fines and penalties, including but not limited to parking, traffic and other offences, arising out of the use of the Vehicle during the Rental Period and the Client indemnifies the Lender against all such liability.**
- 3.4. The Client will be required to provide a refundable deposit sufficient to cover potential damages and additional charges.

4. Payment

- 4.1. All rental, fees and charges are payable on or before delivery of the Vehicle to Client. Any additional rental, fees or administrative charges incurred during the Rental Period will be payable on return of the Vehicle to the Lender.

4.2. If the Client returns the Vehicle to the Lender before the agreed return date, the Client will not be entitled to any refund unless otherwise agreed by the Lender.

4.3. In the event of Vehicle damages or Write off, all amounts due by the Client to the Lender will be payable immediately upon demand. The Lender's invoice will, in such instance, constitute demand. A repair quotation produced by a person authorised by the Lender will constitute sufficient proof of Vehicle damages incurred.

4.4. Any outstanding amounts will incur penalty interest at 2% per month, compounded monthly.

4.5. If the Lender commences legal action against the Client for any reason, the Client will be liable for all collection and legal costs incurred by the Lender on an attorney and own client scale.

4.6. The Client agrees that Lender is authorised to debit his/her credit card with the total amount due including his/her full liability for any Vehicle damages, tolls, fines and penalties, and administrative charges.

5. Use

5.1. The Vehicle may be utilised by the Client for the Rental Period, which period may only be extended by agreement between the parties, and during which Rental Period the Vehicle may only be driven by the Driver and/or Additional Driver.

5.2. The Client will be responsible for all fuel, oil, tyre repairs and cleaning/valet costs incurred during the Rental Period, and will ensure that the correct fuel is used in the Vehicle.

5.3. The Client will ensure and warrants that the Vehicle will not be used to convey passengers and/or goods for reward; to tow any other vehicle, including any caravan, trailer or boat; to transport goods or persons in violation of any laws; in any speed test, motor sport or any extreme sport or high risk activity; cross-border, unless authorised by Lender in writing; or on untarred roads or off-road, unless in accordance with the Vehicle specifications.

5.4. The Client will, whilst the Vehicle is not in use, ensure the safety and security of the Vehicle, including keeping the Vehicle properly locked, secured and immobilised, with the activation of any anti-theft devices with which the Vehicle is equipped.

5.5. The Client warrants that the keys of the Vehicle will be under the Driver's or Additional Driver's control at all times.

5.6. The Lender will at all times remain the owner of the Vehicle. At no stage will the Client acquire any rights in the Vehicle, other than and limited to the rights of use expressly conferred herein, nor will the Client purport or represent to have any additional rights. The Client will not alienate, sell, lease, pledge, cede, transfer or otherwise deal with the Vehicle or rights in the Vehicle, or attempt to do so.

6. The Driver

6.1. The Vehicle may not be driven by any person other than the Driver and/or Additional Driver, who will be over 21 years of age and in possession of a valid, unendorsed driver's licence recognised by the Lender.

6.2. The Client warrants that at all times the Vehicle will not be driven by any person whose blood-alcohol level exceeds the legal limit; whilst under the influence of a narcotic or mind-altering substance; who is under doctor's orders not to drive; who has taken medication that cautions against driving whilst on the medication; or who has a physical impairment that may negatively affect the correct and proper driving of the Vehicle.

6.3. The Client warrants that at all times the Driver of the Vehicle will comply with all applicable laws and will comply in all respects with this agreement.

6.4. If the Vehicle is driven by anyone other than the Client the Client will remain liable for all obligations in terms hereof and in particular, will be liable to the Lender as if the Client had been driving the Vehicle.

6.5. The Client warrants that s/he is authorised to enter this agreement, that all information given to the Lender is true and correct, and that no material information has been withheld from Lender.

7. Risk

7.1. All risk in the Vehicle will pass to the Client on delivery of the vehicle keys to the Client. The Client undertakes to inspect the Vehicle immediately upon delivery, and the parties will record any defects. Failing such recordal, the Vehicle will be deemed free of defects as at delivery of the Vehicle to Client.

7.2. The Client is liable for all tolls, fines and penalties incurred during the Rental Period. The Lender will be entitled to disclose the Client's details to any relevant authority in this regard.

7.3. In the event of Vehicle damages or Write off, the Client will be liable for, as applicable, all loss and damages incurred by the Lender, or for any insurance excesses payable by the Lender in terms of an insurance policy in place as at the date of the commencement of the Rental Period.

7.4. Should the Vehicle damages or Write off have occurred as a direct or indirect result of the Client's breach of this agreement or any insurance policy covering the Vehicle, or otherwise as a result of the Client's gross negligence or misconduct, the Client will be liable to the Lender for the total cost of the Vehicle damage or Write off notwithstanding any applicable insurance policies.

7.5. Without derogating from the contents hereof, and subject to the terms of the relevant insurance policy, insurance waivers may not cover (and the Client will accordingly be liable for):

7.5.1. any damage to window glass, tyres or rims;

7.5.2. Vehicle damage or Write off due to the Client's negligence or gross negligence or misconduct;

7.5.3. Vehicle damage or Write off sustained whilst the Client is in breach of any applicable laws;

7.5.4. Vehicle damage or Write off where the incidents giving rise to such damages are not reported to the relevant authorities;

7.5.5. any expenditure incurred in towing, transporting and/or storing the Vehicle;

7.5.6. Vehicle damage or Write off where the incident giving rise to the damages takes place cross-border;

7.5.7. Vehicle damage or Write off where the Vehicle was, at the time of the incident, being driven by a person not being the Driver or Additional Driver;

7.5.8. Vehicle damage or Write off where the Driver of the vehicle was not holding a valid, unendorsed driver's licence;

7.5.9. Vehicle damage or Write off where the incident giving rise to the damages takes place after the termination of the agreed Rental Period, and the Lender has not agreed to an extension thereof.

7.6. **Without detracting from any clause in this agreement, the Client accepts full responsibility for all loss and damages incurred to the Vehicle during the Rental Period, for whatever reason.**

8. **Insurance**

8.1. Subject to clause 7 above, the Client's acceptance of insurance waivers may limit the Client's liability in the event of Vehicle damage or Write off to the extent of the excess due and payable by the Lender under any insurance policy in place as at the date of the commencement of the Rental Period..

8.2. Notwithstanding anything in this agreement, the Lender will not be obliged to commence, institute or proceed with any claim that the Lender may otherwise have against any third party for the recovery of any damages to or in connection with the Vehicle. The Lender will be entitled to abandon such claim or to settle such claim on any terms.

8.3. The Client's acceptance of any insurance policies or waivers will constitute an acceptance by him/her of the benefit of such policy/ies, subject to all the terms and conditions of such relevant policy/ies. The Client acknowledges that the Lender will not be liable to the Client for any of the benefits under the policy/ies. Details of the policy/ies are available for inspection by the the Client on request and the Client will in any event be deemed to be aware of and accept all the terms and conditions of the policy/ies.

8.4. If the Client declines insurance cover or fails to accept liability for any excess that may be due and payable by the Company under any insurance policy, the Lender may increase the amount of the deposit required to be paid by the Client.

9. **Incidents**

9.1. If the Vehicle is involved in an incident, damaged, stolen or lost, the Client will take all reasonable steps to protect the Lender's rights and interests including without limitation:

9.1.1. the Client will notify the Lender of the incident without undue delay, and in any event no later than 8 (eight) hours after the incident, including all details surrounding the incident, the personal details of any witnesses, and the details of the person/s responsible for the incident, where known or reasonable ascertainable;

9.1.2. the Client will not admit liability, release any party from any liability, settle any claim, or accept any disclaimer of liability;

9.1.3. the Client will report all incidences to the police within 24 hours of the incident, and furnish the Lender with a copy of all statements provided to the police and the police case number;

9.1.4. the Client will retain the vehicle keys, ensure the Vehicle is suitably secured, and will not abandon the Vehicle under any circumstances;

9.1.5. the Client will co-operate with the Lender and its insurer in any investigation, the commencement of any claim and the defence of any action relating to the incident.

9.2. if the Client is not the driver, the Client will ensure that the Driver complies with the provisions hereof.

10. **Return of the vehicle**

10.1. The Client will return the Vehicle, at the Client's expense and with the fuel tank full, to the Lender at the agreed time and location. The Client will be liable for additional refueling costs if not returned full.

10.2. The Client acknowledges that failure to return the Vehicle in terms hereof will constitute illegal possession by him/her, entitling the Lender to take such steps in the Lender's discretion to recover the Vehicle, including reporting the Vehicle to the authorities as being stolen.

10.3. Should the Vehicle not be returned as agreed, any insurance cover in respect of the vehicle may become null and void.

10.4. The Client will return the vehicle undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

11. **General**

11.1. The obligations of the Client and the rights of the Lender hereunder will continue in full force and effect until the Vehicle has been returned to the Lender and the Client has complied with all his/her obligations in this agreement.

11.2. **The Lender will not be liable for any injury, death, loss or damage incurred, including, without limitation, any loss or damage to property left or transported in the Vehicle, any personal injury or 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, consequential, special or otherwise arising from the rental by the Client of the Vehicle, regardless of cause. The Client indemnifies the Lender from all loss or damage howsoever caused and without limitation.**

11.3. This document contains the entire agreement between the parties regarding the matters contained herein.

11.4. Every attempt has been made to ensure that this agreement has been drafted in accordance with all legal requirements. Any non-compliance is not intended. If any provision of this agreement is held to be unenforceable for any reason, including due to any legal requirements, such provision will be adjusted, if possible, to achieve the intent of the parties, within legal parameters. If adjustment is not possible, the provision will be deleted. All other provisions will be considered valid and enforceable.

11.5. No indulgence that may be given by any party will operate as a waiver or otherwise affect any party's rights in terms hereof or stop or preclude any party from enforcing compliance herewith.

11.6. The Client will not be entitled to cede, assign or delegate any rights or obligations under this agreement or to rent or part with possession of the Vehicle, its tools, accessories, keys or equipment or any part thereof.

11.7. The Client chooses the physical address as notified to the Lender herein as the address at which s/he will accept all notices and communications.

11.8. This agreement shall be governed by the laws of the Republic of South Africa.