

## MASTER TERMS AND CONDITIONS

Unless otherwise specified, vehicles are rented subject to these terms and conditions. Terms and conditions apply to both South Africa and Namibia and are subject to change without notice.

### FLEET

1. Europcar reserves the right to offer more than one vehicle model within each vehicle category.
2. Europcar reserves the right to change the vehicle models within each vehicle category for another vehicle model with similar specifications without notice.
3. Europcar cannot guarantee a specific vehicle brand however will accommodate any requests based on availability.

### PRODUCT

1. Europcar offers three product options for South Africa and three for Namibia. Rate Codes apply to each product offer. The Rate Code and Account Number must be specified at the time of reservation and also stipulated on the voucher. Failure to do so may result in incorrect billing. In this case Europcar cannot be held responsible and is not liable for any compensation as a result.
2. Daily rates are calculated in cycles of 24 hours, from time of pick up to time of drop off. The renter will be billed directly for additional rental days not covered by the voucher provided, at extension rates.
3. Products must be marketed as offered. Rates may not be packaged with or sold in conjunction with external insurance providers.

### RESERVATIONS and VOUCHERS

1. Reservations may be made via –
  - the Europcar online reservation system <http://europcarinfo.co.za>
  - the Europcar International reservation system
  - Email [info@europcar.co.za](mailto:info@europcar.co.za)
  - Telephone +27 11 574 1000 or 0860 011 344 (South Africa only)
  - Fax +27 11 574 4309
2. The following information is required at the time of reservation and must be specified on the voucher (in English) –
  - Rate Code
  - Account Number
  - Number of Rental Days
  - Pick up rental location, date and time
  - Drop off rental location, date and time
  - Renter's surname and initials
  - Vehicle group required
  - Reservation Number (voucher)
3. Should the rental exceed 31 days, an additional rental agreement will apply for each period of 31 days. Additional vouchers will be required accordingly.
4. Should Ancillary charges such as one way fees be pre-paid these details must be stipulated at the time of reservation and clearly noted on the voucher.

5. Payment is not conditional upon Europcar submitting a voucher to the tour operator. If the tour operator wishes to operate on a voucher basis, whether paper or electronic, then the onus is on the tour operator to ensure the voucher is issued and that the renter presents this voucher to Europcar at the time of check out. If the rental has taken place Europcar is entitled to be paid.

If payment is not received for a legitimate and correct invoice, Europcar reserves the right to bill the renter directly. The total invoice amount will be charged to the renter's credit card.

#### **RENTAL**

1. We let and the renter hires the VEHICLE for the RENTAL PERIOD at the contracted daily rental rate together with the charges for ancillary products and or services. Where no additional charges are stated, the rates in the BROCHURE or such other agreement as the parties may have entered into, shall apply. The renter will pay all taxes and charges for miscellaneous services which apply hereto and for the filling of the fuel tank.
2. All payments are due on demand, but at latest on expiry of the RENTAL PERIOD. You shall not set-off or withhold payment of any amounts due by you in terms of this agreement for whatever cause.
3. Any amounts not paid when due will bear interest at the prime rate of interest charged by our bankers at the time plus 7%.

#### **DAMAGE AND LOSS WAIVERS**

1. Damage and Loss Waivers are generally included in the rates. Please refer to rate grids for details of exactly what is included and excluded for each product.
2. Waivers must not be regarded as insurance. When waivers are purchased (generally included in the rates) Europcar's right to recover the total damage or loss amount is waived or partially waived.
3. It is essential that Europcar is advised of which option the client has purchased at the time of reservation. The Rate Code must be clearly stipulated on the voucher.

#### **EXCEPTIONS LIABILITY**

1. Where damage to a vehicle is caused by the renter and no other vehicle is involved, exceptions liability will apply.
2. If Europcar deems the renter has driven or acted negligently the renter shall be liable for the full value of any damage, loss, towing or storage.
3. The renter shall be liable for any costs relating to undercarriage and water damage as neither item is covered under the damage and loss waivers.

#### **EXEMPTION**

Europcar shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the VEHICLE or the driving or use thereof or caused by any fault of ours, our agents or our servants, nor for any indirect loss, consequential damages, loss of profits or special damages arising out of any of the a foregoing and for any breach by us of this agreement. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the VEHICLE are given by us.

### **PERSONAL ACCIDENT INSURANCE**

1. Unless otherwise specified, Personal Accident Insurance (PAI) is included in the rates.
2. All occupants in the rental vehicle are collectively covered for death and disability up to a maximum of ZAR 25 000 and medical expenses up to ZAR 2 500 per incident.
3. All PAI claims will be directed to the insurer, Regent Insurance Company Ltd, Europcar acts as the insurer's agent and will not be liable in any way in connection with the insurance covered by them.

### **THIRD PARTY INSURANCE/CLAIMS**

For purposes of this clause, third party claims refers to any claims by a third party in respect of damage or loss that you may cause to any other vehicle or property.

1. When an accident occurs and a third party is involved (regardless of fault) the following information is required. If this information is not accurate or detailed, all cover may be negated –
  - either a Passport or ID Card (South African residents)
  - contact telephone number (land line and mobile, where available)
  - physical address
  - e-mail address (if possible)
  - the location of the police station where the accident was reported, including the telephone number
  - Police Case Number
  - if insured, the name of the underwriter and the policy number (if possible)
  - full and accurate description of the accident with an explanatory sketch
  - copy of the renter's driver's license

If for any reason it is found the details provided are not truthful or fraudulent cover will be negated and the renter will be liable for all damages and associated costs.

2. Third Party costs may be billed up to three years after the incident and can take up to five years to recover.
3. If an excess is applicable this will be billed to the renter regardless of fault. This excess will only be refunded if Europcar's claim against the third party is successfully recovered and payment has been received in our bank account.

### **ACCIDENT OR THEFT**

In the event of accident or theft the renter must –

1. contact Europcar immediately on 0800 011 344 **OR** 27 (0)11 574 1000
2. make a full report at the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in case of theft. A Police Case Number must be obtained

Renters are not permitted to replace or repair any vehicle parts unless authorised by Europcar in writing.

In the event of loss or damage Europcar reserves the right to bill the renter for such loss or damage regardless of whether or not the renter has signed the post inspection or claim form.

### **CROSS BORDER TRAVEL**

1. A letter of authorisation must be requested at the time of reservation for all cross border travelling. Specific cross border information may be obtained from Europcar's Central Reservations Office.
2. Europcar will not be held responsible if a renter is refused entry into another country.
3. All vehicles entering Namibia will have to pay a Cross Border charge. A Cross Border Certificate will be issued by the Namibian authorities. All Cross Border documentation is to be left in the glove compartment or handed to an Europcar representative. A penalty/fee of up to ZAR 5 000 may be levied if the documentation is not produced/found.
4. From South Africa vehicles are allowed into Botswana, Lesotho, Namibia, Swaziland Mozambique and Zambia. Vehicles are not allowed **into Angola or Zimbabwe.**

#### **Mozambique & Zambia** :

Only car groups J, A, T, B, C, D & F are allowed to cross into these countries.

International passport holders (not African) are permitted to cross with groups W,V, S & E.

African passport holders must have Directors approval for all rentals crossing these borders (all vehicle groups).

5. From Namibia vehicles are allowed into Botswana, Lesotho, South Africa, Swaziland Mozambique and Zambia. Vehicles are not allowed into **Angola or Zimbabwe.**

#### **ONE WAY DROP OFF'S ARE NOT PERMITTED INTO MOZAMBIQUE OR ZAMBIA**

6. A non-refundable fee of will be levied for all vehicles crossing boarders:

#### Cross border charges (NON-REFUNDABLE AMOUNTS):

Botswana	:	R550.00
Swaziland	:	R550.00
Namibia	:	R550.00
Lesotho	:	R550.00
Mozambique & Zambia	:	R1300.00

7. Additional excess of R7 500.00 applies on all rentals (regardless of which rate applies to the rental) where the accident has occurred in Mozambique or Zambia. For DAMAGE OR LOSS which occurs in Botswana, Lesotho, Swaziland and Namibia, the local brochure excess of that country will apply.

## **RENTER'S OBLIGATIONS**

The VEHICLE shall be at the sole risk of the Renter for the RENTAL PERIOD.

1. The Renter shall not:
  - 1.1 hire or lend the VEHICLE to anyone;
  - 1.2 permit the VEHICLE to be in the possession or control of anyone other than the additional driver;
  - 1.3 cause or permit the VEHICLE to be driven unlawfully or illegally or to be used for any unlawful purpose or for a purpose for which it was not designed or in such a way as to increase the risk of it being damaged or lost, or to be overloaded;
  - 1.4 cause or permit the VEHICLE to carry any passenger or goods for reward or for racing; or
  - 1.5 cause or permit the VEHICLE to be exposed to the risk of damage in or by any civil or public disturbance or unrest.
2. The Renter shall take all precautions to protect the VEHICLE from theft and damage and shall lock and immobilise the VEHICLE and activate the burglar alarm when the VEHICLE is not in use.
3. The renter must read and accept the terms and conditions of the Rental Agreement.
4. When receiving and returning the rental vehicle, the renter must agree with the vehicle condition as noted on the respective vehicle inspection record and sign acceptance. The onus is on the renter to sign off the Pre and Post Rental Inspection Record.
5. If for any reason the renter is not satisfied with the vehicle supplied, he/she must inform Imperial Car Rental -Europcar staff within the first 2 hours of receipt of the vehicle. Failure to do so may negate any claim for compensation.
6. It is recommended that the renter retain his copy of the Rental Agreement for reference on return of the vehicle. Failure to do so may result in unnecessary delays in the processing of any claim.
7. The renter will be required to supply the following –
  - Voucher
  - Credit Card
  - Name, address, telephone number and e-mail address
  - Local contact details
  - Valid unendorsed driver's licence
  - Passport or ID (South African Residents)
8. A valid voucher and a valid credit card (for additional charges) must be produced at point of rental. Accepted credit cards are Visa, Mastercard and Diners. An additional credit card may be requested at the discretion of the company. No Debit Cards, including Maestro and Electron are accepted.
9. If the renter wishes to extend the rental beyond the original return date as specified on the Rental Agreement, authorisation must be obtained from Europcar. Failure to do so will result in Europcar reporting the car stolen and immediately negates cover. Penalties may be incurred.
10. Should a vehicle be returned with excessive dirt, it will be valeted and a minimum charge of ZAR/N\$ 550 will be billed directly to the renter's credit card.

- Should the renter disobey a traffic regulation which results in a fine such amount will be debited to the client's credit card. A handling fee of ZAR/N\$ 220 will be levied. Traffic fines can take up to three years to receive and charge.

### DRIVER REQUIREMENTS

- Hold a valid unendorsed driver's licence. Exceptions will be made for certain endorsements related to speeding. Whilst driving the renter is required to have a valid unendorsed driver's licence in their possession at all times.
- Minimum age is 23 years, there is no maximum age.
- Driver's under the age of 23 years are permitted, provided they have been in possession of a valid unendorsed driver's licence for a minimum of 2 years. A Young Driver Daily Surcharge will apply. South African residents must be a minimum of 23 years of age.

### ADDITIONAL CHARGES

The additional charges are subject to change without prior notice.

Description	Cost
<b>Contract Fee</b> – per rental agreement	R/N\$ 45
<b>Additional Driver</b> - per additional driver per rental	R/N\$ 220
<b>Young Driver</b> - per young driver, per day	R/N\$ 155
<b>Delivery and Collection SOUTH AFRICA &amp; NAMIBIA</b>	
Within 25 kilometre radius – per delivery and/or collection	R/N\$ 235
Beyond 25 kilometre radius – per delivery and/or collection	R/N\$ 235 PLUS R/N\$ 9.00 km
<b>After Hours</b> (between 17:00 and 08:00 weekdays, on weekends and public holidays)	
Within 25 kilometre radius – per delivery and/or collection	R/N\$ 400
Beyond 25 kilometre radius – per delivery and/or collection	R/N\$ 400 PLUS R/N\$ 9.00 km
<b>One Way Fees – RSA LOCAL</b>	
A one-way drop off charge is levied for rentals terminating in excess of 150 kilometres from the original rental branch	R 750
<b>One Way Fees – Namibia Local</b>	
A one-way drop off charge is levied for rentals terminating in excess of 150 kilometres from the original rental branch as follows –	
151 – 500 kilometres	N\$ 1 800
501 – 1200 kilometres	N\$ 2 200
1201 + kilometres	N\$ 3 300

<p><b>One Way Fees – International</b>  Rentals terminating outside the renting country will be subject to the following one way fees:</p> <ul style="list-style-type: none"> <li>- RSA to Swaziland</li> <li>- RSA to Botswana</li> <li>- RSA to Namibia</li> <li>- RSA to Lesotho</li> <li>- Namibia to RSA</li> <li>- Namibia to Botswana</li> </ul> <p><b>No vehicles may be left in Mozambique or Zambia.</b></p>	<p>R 800  R1 000  R5 000  R 800  N\$5 000  N\$5 000</p>
<p><b>Claim Handling Fee</b>  Claim Handling Fee applies to all damage that is not covered by the product waivers.  The Claim Handling Fee is an administration fee for the processing the claim.</p>	<p>R/N\$ 550</p>
<p><b>Vehicle Valet</b></p>	<p>R/N\$ 550</p>
<p><b>Traffic fine handling fee</b> – per traffic fine</p>	<p>R/N\$ 220</p>
<p><b>Additional Equipment</b>  Baby Seats – per rental  Extra Spare Wheel – per rental (For Namibia Extra Spare Wheels are ONLY available on Groups J, B, D, S, W and E. Extra spare wheels are not available on Groups F and V.)  Delivery of Replacement Tyres (per km) (<b>NAMIBIA only</b>)</p>	<p>R/N\$ 450  R/N\$ 750  N\$ 3.00</p>

**INVOICING**

All statements and invoices are sent electronically via email. Payment is due regardless if invoice has not been received as all outstanding items appear on the monthly statement. Copies of invoices can be requested should this be required.

**GENERAL**

1. All notices in terms hereof shall be given to you at the address set out on the face hereof. Any notice posted to you shall be deemed to be received 7 days after posting, unless you prove the contrary.
2. You consent to the Magistrate's Court jurisdiction in respect of any action instituted by us in connection with this agreement and agree that we may in our discretion institute action in any High Court division in South Africa having jurisdiction, to which jurisdiction you consent.
3. This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by you and we save as provided in the brochure.
4. We may claim and recover from you on demand all costs and expenses incurred by us in consequence, directly or indirectly, of any breach by you of this agreement, including attorney-and-own-client costs, collection commission and any costs of tracing you or the VEHICLE.
5. 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.
6. This agreement shall be governed by the laws of the Republic of South Africa.
7. By your signature hereto, you accept all the charges charged by us in terms of this agreement, including any charges relating to loss and damage to the VEHICLE.

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