

# Ganga Car Rentals

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## CONTRACT DEFINITIONS

In this agreement unless otherwise indicated

- "Claims admin. Fee"; a fee charged in all cases where a vehicle is returned to Ganga Car Rentals damaged;
- "Damages"; includes the expenditure in towing, transporting and storing the vehicle, repairing any damage to the vehicle (including glass, lights, mirrors, tyre and rim damage), replacing parts or accessories, the cost of an expert to inspect the collision damage and report thereon as well as any damage occurring to third party property where applicable.
- "Extended period" means; any period spanning beyond the rental period for which the vehicle is not returned to Ganga Car Rentals whatever reason;
- "Renting location" means; the Ganga Car Rentals location from which the vehicle was hired;
- "The contract" means; the lease contract (to which these terms and conditions have been annexed) issued by Ganga Car Rentals to the hirer and signed by the hirer in respect of the vehicle rented by Ganga Car Rentals to the hirer and will have the effect of a legal binding contract between the parties and should be read with these standard terms and conditions;
- "The hirer" means; the person whose name is reflected on the contract
- "The rental period" means; the period from the time and date the hirer takes possession of the vehicle until its return to Ganga Car Rentals
- "The vehicle" means; the vehicle which the hirer hires (including all tyres, equipment, tools, accessories and documents in and on the vehicle when the hirer takes possession of the vehicle) and includes
- any replacement vehicle authorised by Ganga Car Rentals whether or not such a replacement was authorised by the hirer;
- "Total loss" includes,
  - A) Damage such that the estimated cost of repairs, is in the opinion of Ganga Car Rentals uneconomical in relation to the vehicle and condition of the vehicle; or
  - B) Damage that has been declared to be a total loss by Ganga Car Rentals or any expert nominated by it;
  - C) Theft or total loss of the vehicle;
- "Traffic fine admin. "Means an amount levied to administer any traffic fine/s received by the Hirer while renting the vehicle;
- The singular shall include the plural, the masculine shall include the feminine, natural persons shall include legal and juristic persons and vice versa.
- "You" are the customer (main driver) who signed the rental agreement and who is entitled to drive the vehicle.
- "Ganga Car Rentals" is the GANGA CAR RENTALS company named in the rental agreement.
- "Vehicle" is the car, van, kombi or truck that Ganga Car Rentals is renting to you for the agreed duration of the rental agreement and will include all parts and accessories fitted to it at the commencement of the rental.

## RENTAL

The hirer hires the vehicle from, subject to the standard terms and conditions applicable at the time of rental.

The Rental Agreement comprises these terms and conditions and the rental document setting out the hire details are provided with each vehicle at the point of hire. The Rental Agreement is made between Ganga Car Rental and the person and/or company signing the Rental Document. It is hereby agreed as follows:

The hirer will take the motor vehicle for the term of hire, details of which are described in the Rental Agreement and shall supply the vehicle in a safe and roadworthy condition, up to current Certificate of Fitness standards.

The vehicle may be driven during the term of hire only by the persons named on the Rental Document or in a supplementary driver's sheet attached to the Rental Agreement, and only if they hold a current full valid driver's licence appropriate for the vehicle while they are using the vehicle.

The hirer shall pay the owner for the hire of the vehicle the sum or sums specified in the Rental Document; and authorizes the owner to charge all amounts payable to the hirer's account. The hirer's account means a nominated debit card, credit card, or pre-arranged charge account. The Vehicle will be provided to you with a full fuel tank. The hirer must only refuel the Vehicle with the correct type of fuel. Costs of fuel and for the refuelling service will be for the hirer's expense if the Vehicle is not returned with a full fuel tank. Ganga Car Rentals may, at its sole discretion, terminate this agreement at any time by notice (verbal or in writing) to the hirer, notwithstanding anything to the contrary in this agreement, where upon the hirer shall return the vehicle to Ganga Car Rental forthwith. The rights and obligations of the hirer under this agreement shall continue in effect until the vehicle has been returned to Ganga Car Rentals and the hirer has complied with all his/her/it's obligations.

## REFUELLING POLICY

All Vehicles must be re-fuelled upon return of the rented vehicle irrespective of the fuel indicator reflecting full.

If the rented vehicle requires more than 3 litres of fuel upon drop-off of the vehicle, this will be for the renters account.

A re-fuelling fee of 10% will be charged for all vehicles requiring more than 3 litres of fuel upon return of the rented vehicle.

Rental terms and conditions are subject to change without prior notice.

## DELIVERY AND RETURN OF VEHICLE

The hirer shall, at or before the expiry of the term of hire, deliver the vehicle to the agreed rental location described in the Rental Document or obtain the owner's consent to the continuation of the hire (in which case the hirer shall pay additional hire charges for the extended term of hire). If the hirer does not comply with this clause, and does not immediately return the vehicle, the owner may report the vehicle as stolen to the Police and the hirer must compensate the owner for either the full cost of the vehicle, or all additional costs and losses incurred up to the time that the vehicle is recovered by the owner.

- The vehicle shall be regarded to have been delivered in good order and without any damage. Any damage not reflected on the rental vehicle inspection of the contract and initiated by both parties will be regarded as new damage. The said damage will be for the account of the hirer as per the rental terms and conditions.
- The hirer shall at his cost return the vehicle to Ganga Car Rentals with a full fuel tank at the agreed return time/date specified.
- The vehicle shall be returned to Ganga Car Rentals in the same condition as received, fair wear and tear excepted and at the location where the vehicle was collected.
- Ganga Car Rentals, shall at its sole discretion, on the expiry of this contract be entitled to take possession of the vehicle at any location or from whom so ever may be in possession. (Any costs incurred by
- Ganga Car Rentals to retrieve the vehicle will be for the account of the hirer).
- The vehicle shall be returned to Ganga Car Rentals no later than 10h00 on the last day of the rental agreement. Failure to do so will result in a late penalty fee of R500.00 as well as a daily charge.

## Charges Payable

The owner will charge the amounts set out in the contract to the hirer's account during or after the term of hire is completed, or the hirer may pay such charges as agreed with the owner, such choice to be at the owner's sole discretion.

If the hirer fails to pay any money due under or in connection with the Rental Agreement within 14 days of the date by which the hirer was required to pay the money, the owner may, without prejudice to any other rights or remedies the owner may have or be entitled to, charge the hirer and the hirer must pay all additional costs as outlined below:

- (a) interest at 10% (compounded daily) on the total amount owing from the expiry of 14 days from the date on which the hirer was required to pay the money to the date of payment;
- (b) all costs incurred by the owner for the collection of the unpaid money by a debt collection agency or other external or legal agency; and
- (c) an administration fee of **R500**.

In addition to the payment specified above, the hirer acknowledges that they shall be liable at the end of the hire term to pay to the owner any applicable additional charges payable at the end of the term. These include, but are not limited to:

- a) a fee to cover additional drivers;
- b) a surcharge for drivers under the age of 25;
- c) additional charges for distance driven (as specified in the Rental Document for every kilometre run);
- d) charges for petrol or other fuel used (but not oil);
- e) road user charges;
- f) charges for late return of the vehicle;
- g) charges for damage to or repair of the vehicle (subject to the other terms of the Rental Agreement); and any enforcement charges relating to such damage or repairs (including legal costs);
- h) charges for cleaning the vehicle's interior if the vehicle is returned in an excessively dirty condition that requires extra cleaning or deodorizing. This includes, but is not limited to, spillage of fluids, food, vomit, other stains, and unpleasant odours including cigarette smoke;
- i) traffic and/or parking offence infringement fees;
- j) the administration fees as specified in the Rental Agreement; and
- k) any surcharges in connection with the use of a debit or credit card by the hirer.

When renting a vehicle, a driver qualified as a "young driver" pays an additional surcharge which is known as a "Young Driver Surcharge".

The rental paid by the hirer for the use of the vehicle shall be:

**The rental calculated for the whole of the rental period at the rates and on the basis specified in the contract and paid in advance.**

All charges for the services utilised by the hirer for the whole of the rental period as contemplated in the Contract including but not limited to the charges referred to on completion of the agreement between the hirer and Ganga Car Rentals.

There will be no cash refunds on vehicles returned during the rental period. Should the hirer be dissatisfied with the rental vehicle, the rental vehicle may be exchanged should Ganga Car Rentals have another vehicle available and there is just cause. This is subject to 48 hour notice and an administration fee of **R250.00**.

**The hirer will pay a R3000-00 – R10000.00 deposit (depending on vehicle) in advance of taking possession of the vehicle.**

The hirer's deposit shall only be returned by Ganga Car Rentals once the rental vehicle has been dropped off and undergone a full valet and vehicle inspection. This will be done within 24 hours (during a working week (Monday to Friday between the hours of 8am and 3pm)) unless there is damage to the vehicle and it is necessary to get quotes on repairing the damage. The deposit will only be returned once it has also been established that there is no damage to the vehicle, no outstanding traffic fines and or penalties due by the hirer. The hirer is to settle these fines/penalties in full before the deposit will be returned.

All traffic fines/penalties incurred by the hirer during the rental period are subject to an administration fee of **R250.00**.

## USE OF THE VEHICLE

The hirer shall not:

- a) use or allow the vehicle to be used for the transport of passengers for hire or reward unless the vehicle is hired with the owner's knowledge for use in a passenger service licensed under Part 4A of the Land Transport Act 1998 ("the Act");
- b) sublet or hire the vehicle to any other person;
- c) allow the vehicle to be used outside his/her authority;
- d) operate the vehicle or allow it to be operated in circumstances that constitute an offence against any of Sections 56, 57 or 58 of the Act (which relates to driving under the influence of alcohol or drugs);
- e) operate the vehicle or allow it to be operated in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker or testing in preparation for any of them;
- f) operate the vehicle, or allow it to be operated, in breach of the Act, the Land Transport (Road User) Rule 2004, or any other Act, regulations, rules or bylaws relating to road traffic;
- g) operate the vehicle or allow it to be operated for the transport of more passengers or goods than the maximum specified in the certificate of loading and/or road user charge certificate, whichever is the lesser, for the vehicle;
- h) drive or allow the vehicle to be driven by any person if at the time of driving the vehicle the driver does not hold a current full valid driver's licence appropriate for the vehicle;
- i) drive or allow the vehicle to be driven on any roads excluded in clause 22(q) of these terms and conditions, or on any beach, driveway, or surface likely to damage the vehicle;
- j) allow the vehicle to be driven by any person who is not named or described in the Rental Document as a person permitted to drive the vehicle;
- k) operate the vehicle or allow it to be operated to propel or tow any other vehicle;
- l) transport any animal in the vehicle (with the exception of guide dogs for visually impaired people);
- m) operate or allow the vehicle to be used in involvement with any illegal activity; or
- n) allow any person to smoke in the vehicle.

Should the hirer exceed the 100km (by road) radius from the renting location with the vehicle, the hirer will be liable for all tow-in/recovery costs back to the renting location as well as all repair costs to the vehicle.

Free call out only refers to a mechanical breakdown. Should any other problem occur there will be a call out charge of **R300.00** and an additional amount of **R5.00 per kilometer** travelled eg: keys locked in cars, flat battery due to lights being left on, flat tyre etc.

The hirer shall not use the vehicle for; business purposes, conveyance (people or goods), to propel or tow any vehicle, any motor sport and high risk activity or in any area where there may be a risk or incidents of civil unrest.

The hirer shall use the correct fuel and oils, check the oil, water and other fluids regularly and contact Ganga Car Rentals immediately if any damage is detected on any part of the vehicle.

The hirer shall make adequate provision for the safety and security of the vehicle, in particular, but without limiting the generality of the aforementioned, he shall keep the vehicle properly locked, secured and any anti-theft device supplied by Ganga Car Rentals properly secured, when the vehicle is not in use.

Ganga Car Rentals will provide recovery service providing the hirer has followed the terms and conditions agreed to with Ganga Car Rentals.

Ganga Car Rentals will provide a replacement car, if warranted and at all possible, providing the hirer has not been in breach of set terms and conditions.

The hirer makes sure that the keys of the vehicle are under the hirer's control at all times.

**The rental vehicle may under no circumstances be used outside the borders of South Africa.** Failure to comply will constitute a breach of agreement resulting in the Hirer's deposit being forfeited.

No exceptions will be made.

#### **HIRER'S OBLIGATIONS**

The hirer shall ensure that:

- a) all reasonable care is taken when driving and parking the vehicle;
- b) the water in the vehicle's radiator and battery is maintained at the proper level;
- c) the oil in the vehicle is maintained at the proper level;
- d) only the fuel type specified for the vehicle will be used;
- e) the tyres are maintained at their proper pressure;
- f) the vehicle is locked and secure at all times when it is not in use and the keys kept under the hirer's personal control at all times;
- g) the distance recorder or speedometer are not interfered with;
- h) no part of the engine, transmission, braking or suspension systems are interfered with;
- i) should a warning light be illuminated or the hirer believes the vehicle requires mechanical attention, the hirer will stop driving and advise the owner immediately;
- j) all drivers authorised to use this vehicle during the term of hire are aware of and comply with the terms outlined in the Rental Agreement; and
- k) any authorised driver carries their driver's licence with them in the vehicle at all times and will produce it on demand to any enforcement officer.

#### **MECHANICAL REPAIRS OR ACCIDENTS**

If the vehicle is involved in an accident, is damaged, breaks down or requires repair or salvage, regardless of cause, the hirer shall notify the owner of the full circumstances by telephone immediately.

The hirer shall not arrange or undertake any repairs or salvage without the owner's authority (this includes, but is not limited to, purchasing a replacement tyre) except to the extent that repairs or salvage are necessary to prevent further damage to the vehicle or to other property. For all roadside assistance call outs including refuelling, jump start, tyre related incidents, lost keys and keys locked in the vehicle, a service fee will be charged.

If the vehicle requires repair or replacement, the decision to supply another vehicle to the hirer is at the owner's sole discretion.

#### **LIABILITY FOR DAMAGE, THEFT or LOSS**

**The vehicle shall be the sole risk of the hirer throughout the rental period. The hirer is liable for:**

- a) any loss of, or damage to, the vehicle and its accessories;
  - b) any consequential damage, loss or costs incurred by the owner, including salvage costs, loss of ability to re-hire and loss of revenue;
  - c) any loss of, or damage to, vehicles and property of third parties, arising during the term of hire.
  - d) The loss or damage or the event giving rise thereto was caused by the fault or negligence of the hirer or driver of the vehicle;
  - e) The loss or damage or the event giving rise thereto occurred in a situation where no other vehicle or, animal, object or person (in or on the road surface) was involved unless the hirer can prove that the loss or damage was not caused by the fault or negligence of the driver of the vehicle.
  - f) At the time of the occurrence of the loss or damage or in the event giving rise thereto; (1) The vehicle was driven on a road that was not tarred (2) The vehicle was used for a purpose prohibited in terms of the contract. (3) The vehicle was driven by a person not authorised to do so.
  - g) In case of theft or damage to the vehicle to the vehicle the hirer was in breach of contract
  - h) After occurrence of loss for damage or the event giving rise thereto, the hirer breaches any of the provisions set out in this document.
- Accordingly, where the above is applicable, the hirer shall pay Ganga Car Rentals the costs of the repairs of the vehicle or, if the vehicle or any part of it has been stolen or damaged beyond economical repair, the fair market value thereof before damage occurred.
- i) The hirer shall be liable for any loss or damage to the vehicle and any expenses incurred in recovering the Vehicle during the rental period whether or not the loss or damage is attributable to fault or negligence (Including but not limited to hail damage) providing that if none of the situations set out in this document is applicable.

Notwithstanding anything in this agreement, Ganga Car Rentals shall not be obliged to make any claim which Ganga Car Rentals may otherwise have had against a third party for the recovery of any loss or Damage to or in connection with the vehicle.

Neither Ganga Car Rentals nor any of its members, employees, servants, or agents shall be liable for any loss or damage, whether direct or indirect, consequential or otherwise arising from the rental by the hirer of the vehicle, including and without limitation any defect or mechanical failure of the vehicle or the failure of Ganga Car Rentals to detect defects or mechanical problems with the vehicle and whether such loss or damage results from breach of contract or derelict which may be suffered by the hirer and/or any third party and/or passenger/s.

Ganga Car Rentals, its members, employees, servants or agents are accordingly indemnified by the renter or his estate against any claim/s of any nature whatsoever and howsoever arising from any damages or loss which might be instituted against it, arising from the renting of the vehicle contemplated in these terms and conditions.

#### **RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE**

If during the rental period the vehicle is damaged or any part of it stolen, the hirer shall take every precaution to safeguard the interest of Ganga Car Rentals and do the following where appropriate.

He shall notify Ganga Car Rentals within 3 hours of the incident;

He shall obtain the name/s and address/es of everyone involved and if possible witnesses.

He shall not admit any responsibility or liability nor release any party from any liability nor settle any claim against or by any third party nor accept any disclaimer of any liability.

He shall notify the police within 24 hours of the occurrence in question.

He shall complete and furnish to Ganga Car Rentals, Ganga Car Rentals's standard claim form within 24 hours of the occurrence.

He shall make adequate provisions for the safety and security of the vehicle.

He shall co-operate fully with Ganga Car Rentals and its insurer in all ways relating to the occurrence.

If the hirer is not the driver, then without derogating from the hirer's obligations in terms of the obligations stated above, the hirer shall procure that the driver complies with the provisions required.

The hirer shall within 24 hours of receipt thereof furnish to Ganga Car Rentals any notice of claim; demand or Summons which the hirer or driver may receive in connection with the vehicle.

#### **INSURANCE EXCLUSIONS**

The hirer acknowledges that the cover referred to in this agreement will not apply:

- a) at any time when the driver of the vehicle is under the influence of alcohol or any drug;
- b) at any time when the vehicle is in an unsafe or un-roadworthy condition, such condition arising during the course of the hire, that caused or contributed to the damage or loss, and the hirer or driver was aware or should have been aware of the unsafe or un-roadworthy condition of the

vehicle;

c) at any time when a mechanical failure breakdown or breakage occurs and/or an electrical or electronic failure or breakdown occurs that is the result of improper use of the vehicle. This exclusion also applies to damage to the engine or transmission system directly resulting from any mechanical failure breakdown or breakage, but does not otherwise apply to resulting damage to other parts of the vehicle;

d) at any time when the vehicle is driven in any race, speed test, reliability trial, rally or contest, or operated on any race or rally circuit or in any event as a pace-maker, or testing in preparation for any of them;

e) at any time when the vehicle is driven by anyone not named or described in the Rental Document as a person permitted to drive the vehicle (unless the hirer is a body corporate or Department of State and the driver is authorised by them to drive, subject to all other terms and conditions in the Rental Agreement);

f) at any time when the vehicle is driven by an unlicensed person;

g) at any time when the vehicle is wilfully or recklessly damaged or lost by the hirer, a nominated driver, or a person under the hirer's authority or control;

h) at any time when the driver commits a traffic offence while driving the vehicle;

i) at any time when the vehicle is loaded or is being loaded in excess of the manufacturer's specifications;

j) at any time when the vehicle is being loaded or unloaded beyond the limits of a thoroughfare and such loading or unloading is not performed by the driver or attendant of the vehicle;

k) at any time when the driver fails to stop or remain at the scene following the occurrence of an accident where required to do so by law;

l) to any fine or penalty imposed as a result of prosecution for breach of any law;

m) to any puncture, cut or bursting of any tyre, or damage to any tyre by application of brakes;

n) to any wear and tear to the vehicle;

o) at any time when the vehicle was operated beyond the term of the Rental Agreement or any agreed extension of the term, or at any other time or in any other circumstances notified by the owner to the hirer.

**TRAFFIC OFFENCES**

All penalties related to traffic and/or parking offences are the responsibility of the hirer and the owner may charge the hirer's credit card for any traffic and/or parking offence infringement fees incurred by the hirer. The owner undertakes, in the event that the owner receives notice of any traffic or parking offenses incurred by the hirer, to send a copy of any such notice to the hirer as soon as is practicable and to provide the necessary information to the relevant issuing authority for such notices to be directed to the hirer. The owner may also charge an **administration fee of R250 plus VAT** to cover the cost of processing and sending to the hirer notices related to traffic and/or parking infringements. Tolls and parking violations follow the same process.

**GPS AND CHILD SAFETY SEAT**

The hirer acknowledges that they are liable for:

(a) damage to or loss, including theft, of the GPS unit and/or its accessories. The charge is **R1200 plus VAT per unit**;

(b) a handling and freight fee where any GPS accessory is damaged and/or not returned with the GPS unit. The charge is **R450 plus VAT per rental**.

The hirer acknowledges that they are liable for:

(a) damage to or loss, including theft, of the child safety seat and/or its accessories. The charge is **R1500 plus VAT per unit**

**PRIVACY**

The information requested from the hirer is to enable the owner to assess the hirer's request to hire a vehicle. The hirer does not have to supply this information, but if the hirer does not, then the owner is unable to hire the vehicle. The hirer acknowledges that the owner will collect, hold and use the hirer's personal information for purposes related to the hire of the vehicle and the provision of related customer services, including direct marketing and assessing customer satisfaction with products and services provided by the owner. The hirer further acknowledges that such personal information may be disclosed to debt collection agencies in the event that the hirer defaults in the payment of any monies owing to the owner, or other parties involved in an accident with the vehicle while on hire to the hirer; or any organisations responsible for the processing or handling of traffic related infringements; and the hirer hereby authorises the disclosure of their personal information for such purposes.

**BREACH OF AGREEMENT**

Breach of this agreement occurs but is not limited to when;

The vehicle is not returned by the hirer

The vehicle is driven by a person not listed as an extra driver as

The loss or damage or the event giving rise thereto occurred in a situation of negligence of the lease or driver of the vehicle

The vehicle is driven by any person without a valid driver's licence.

The hirer breaches any material term or condition of this agreement.

**CANCELLATION OF HIRE AGREEMENT**

The owner has the right to terminate the hire and take immediate possession of the vehicle if the hirer fails to comply with any of the terms of the Rental Agreement, or if the vehicle is damaged. The termination of a hire under the authority of this clause shall be without prejudice to the other rights of the owner and the rights of the hirer under the Rental Agreement or otherwise.

**NOTE TO HIRER**

NOTE - THE OWNER MUST GIVE THE HIRER AT LEAST ONE COPY OF THE RENTAL AGREEMENT WHICH MUST BE KEPT IN THE VEHICLE THROUGHOUT THE TERM OF THE HIRE AND PRODUCED ON DEMAND TO AN ENFORCEMENT OFFICER.

**This rental agreement consists of four pages in total. Acceptance of the contract is an acceptance of the terms and conditions stated in this document.**

<b>Hirer</b>
<b>Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____

<b>Rental Agent</b>
<b>Name:</b> _____
<b>Date:</b> _____
<b>Signature:</b> _____