

TERMS & CONDITIONS (signed version at time of rental will prevail)

I) GENERAL

- i) VAT or TAX is subject to change in accordance with Government Legislation in which case rates will be adjusted accordingly.
- ii) Vehicles are rented subject to First Car Rental's standard terms and conditions as reflected on the reverse of the rental agreement and is subject to change without notice. (A copy of this agreement will be provided upon request)
- iii) Please refer to your rate schedule for inclusions and exclusions and the waiver responsibility.
- iv) The relevant **Rate Code** used to calculate the rate & **Account Number** should be advised at time of reservation and must be clearly shown on the vouchers.
- v) The renter is required to present a voucher at time of rental. Failure to do so, will result in the renter being billed directly at the daily extension rate.
- vi) Daily rates are calculated strictly 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 at extension rates, should the vehicle be returned late.
- vii) Should a vehicle be returned with excessive dirt, the valet charges will be billed directly to the renters credit card.
- viii) The renter is liable for water and under-carriage damage to vehicle

II) FACTORS THAT NEGATE WAIVERS - GROSS NEGLIGENCE

- i) Gross negligence
- ii) Driving under the influence of alcohol or illegal substances
- iii) Unauthorised persons driving the vehicle
- iv) Unauthorised cross border rentals
- v) Not adhering to traffic, road and driving regulations
- vi) Unsuitable driving or road conditions
- vii) No other vehicles involved in the collision unless exceptional circumstances apply
- viii) Not reporting the collision to First Car Rental and the nearest Police Station
- ix) Failure to obtain authorisation from First Car Rental to extend the pre- booked rental period
- x) Failure in reporting the loss to First Car Rental within 3 hours in the event of theft.
- xi) Failure to produce the vehicle keys in case of theft unless exceptional circumstances apply.
- xii) Not reporting the exact details of the last known location of the vehicle prior to theft.

III) DRIVING REQUIREMENTS

- i) Government Legislation requires that whilst driving, the driver/s are required to have a valid unendorsed drivers license in their possession.
- ii) Driver/s must have obtained their license at least two years prior to renting a vehicle with First Car Rental.
- iii) An International Drivers license is not required, provided the original license is in English.

IV) BREAKDOWNS

- What to do in the event of a breakdown**
- i) Contact First Car Rental on the emergency Roadside Assistance toll free number **086 0888 911** (South Africa only, please use the international dialing prefix if phoning from a roaming mobile phone)
- ii) The Renter will be assisted with the following:
 - Flat Tyre Assistance**
If the vehicle's spare tyre is inflated and serviceable, it will be installed to replace a flat tyre. When a serviceable spare tyre is not available, towing will be provided, at the renters expense.
 - Battery Jump-Start**
If the vehicle's battery is dead, the service provider will jump-start the vehicle.
 - Vehicle Lockout Service**
In the event of keys being locked in the vehicle a locksmith will be appointed to unlock the vehicle, at the renters expense.
 - Emergency Fuel Delivery**
If the vehicle runs out of fuel, a limited supply will be delivered, to enable you to reach the nearest service station. (Cost of fuel for your account).
 - Extrication/Winching Service**
If a vehicle becomes stuck, it will be extricated or winched as long as it is adjacent to a passable, established road or thoroughfare and can be safely reached from the hard road surface, at the renters expense.
 - Towing Service**
Sometimes a breakdown will occur at inconvenient locations. If the vehicle breaks down and requires towing First Car Rental will appoint a towing operator to tow the vehicle to the nearest repairer, at the renters expense.
 - Message Relay Service**
First Car Rental will relay a message to a family member, friend or colleague in the RSA in the event of a breakdown or accident.
- iii) Renters are requested not to replace or repair any vehicle parts unless authorised by First Car Rental. Renters who fail to get prior authorisation from First Car Rental will not be reimbursed for expenses incurred.

V) ACCIDENTS/THEFT

- What to do in the event of an accident or theft**
- i) Renter is required to contact First Car Rental immediately
- ii) A full report must be made to the nearest Police Station within 24 hours where an accident has occurred and immediately in the case of theft.
- iii) A Case Reference number must be obtained from the Police Station
- iv) An Accident & Theft report must be completed within 24hrs of incident occurring, these are obtainable from any First Car Rental branch.
- v) Personal belongings stolen or lost during an accident are not covered. It would be advisable for Renters to obtain personal belonging insurance prior to their trip.
- vi) A Claim handling fee will be levied for all incidents

VI) TRAFFIC FINES

- i) Should the renter disobey the traffic regulation which results in a fine, such amounts will be debited to the clients credit card including a handling fee

VII) COLLISION DAMAGE/THEFT WAIVERS

- i) The renter is responsible for the excess amount (subject to product sold) i.e. EXCL = Full vehicle value; STD 150 = various excesses subject to vehicle group; EXEC = Nil; GOLD = Nil
Please note that a renter is responsible for the full value of the relevant vehicle, should theft/accident be caused due to negligence (see "II" for detailed list of factors that negate the waivers)
- ii) Top up Cover is available but cannot be pre-paid. Prices are available at the counter at time of rental. This will be billed to the renter directly.
- iii) A claim handling fee will be applied and charged to the renters credit card, in the event of damage/theft of the vehicle
Collision damage waiver only covers damage to the First Car Rental Vehicle.

VIII) CROSS BORDER EXCESS

- i) The applicable excess amount will double, should the accident/theft occur outside the borders of South Africa (i.e. Namibia, Zimbabwe, Mozambique, Botswana, Swaziland & Lesotho)

NB! Exception to the rule: **Executive Waiver** - eg. SA Executive Waiver taken, the relevant vehicle's Super Waiver Excess applies

IX) PERSONAL ACCIDENT BENEFIT

- i) Should Personal Accident Benefit be purchased or included in the rate - All the occupants in the vehicle are collectively covered for death, disability and medical accidents up to a maximum of ZAR20 000.00.

X) THIRD PARTY CLAIMS

- i) Should the renter be involved in an accident where the cause was not that of the renters, the renter is still responsible for the non-waiverable excess until such time as Third party Recovery has been paid to First Car Rental, First will then re-imburse the renter.
The amount re-imbursed will be subject to the Third Party Recovery amount

XI) CROSS BORDER TRAVELING

- i) A letter of authorisation must be requested at the time of reservation for all cross border traveling.
4 Days advance notification is required for Zimbabwe as Authorities now require the original registration documents for all vehicles crossing the border
- ii) First Car Rental will not be held responsible if a renter is refused entry into another country.
- iii) Vehicles are permitted into Botswana, Lesotho, Swaziland, Zimbabwe, Namibia and Mozambique.
- iv) Vehicles are NOT permitted into Angola and Zambia (Zambia is in review but T&C will only be updated once decision is reached)
- v) A non-refundable fee will be levied for vehicles crossing any of the below mentioned permitted borders and is payable directly by the renter.
Botswana - ZAR1000; Lesotho - ZAR400; Mozambique - ZAR1000; Namibia - ZAR1000; Swaziland - ZAR200; Zimbabwe - ZAR1000
- vi) A penalty fee of up to ZAR5000 may be levied if the documentation is not produced.
- vii) The following vehicles: **E** (SDAR), **Z** (SCAR), **K** (PDAR), **F** (SFAR), **I** (IVMR), **Y** (LVMR) & **R** (SDMR) are not permitted to cross any of the following borders: Botswana, Zimbabwe, Namibia and Mozambique:
Cross Border Fee : Botswana R1000; Lesotho R400; Mozambique R1000; Namibia R1000; Swaziland R200; Zimbabwe R1000

XII) ONE WAY RENTALS

- i) Please refer to the table provided on rate sheets for detail
- ii) One way rentals to Namibia, Botswana, Swaziland, Lesotho, Mozambique and Zimbabwe are not permitted

XIII) DELIVERY & COLLECTION

- i) Please refer to the rate sheets for detail

PLEASE NOTE: ANY TOLL FEES OR GAME PARK ENTRANCE FEES WILL BE BILLED IN ADDITION TO A DELIVERY OR COLLECTION CHARGE

XIV) EQUIPMENT

- i) Available on request at time of reservation and will be charged directly to the renter at time of rental
- ii) Please refer to the rate sheets for detail

XV) YOUNG DRIVER/ADDITIONAL DRIVER

- i) Applies to renters under the age of 21, provided that they have been in possession of a valid, unendorsed driver's license for a minimum of two years.
- ii) Please refer to the rate sheets for detail

XVI) CONTRACT FEE

- i) A contract fee per rental will be charged directly to the renter at time of rental
- ii) Please refer to the rate sheets for detail

XVII) NO SHOW CHARGE

- i) A no show fee will apply if a reservation is not cancelled before rental is supposed to take place
- ii) Please refer to the rate sheets for detail

XVIII) DEPOSITS- EXCESS AND FUEL

- i) A deposit for the applicable excess/liability and fuel is required on initiation of the rental. The renter must be in possession of a credit card irrespective of product selection.
- ii) A second credit card will be requested for Pay Local Customers only for the following Groups: **D** (IDAR), **E** (SDAR), **K** (PDAR), **F** (SFAR), **J** (FFMR), **I** (IVMR), **Y** (LVMR) & **R** (SDMR)

XIX) FUEL

- i) Credit Cards are not accepted at petrol stations in Southern Africa. Fuel can only be purchased with cash
- ii) If a tank of fuel was pre-paid (included in the product selection), the renter will not be refunded for any remaining fuel upon return of the vehicle
- iii) If a tank of fuel was not pre-paid (exclusive product selection), the renter either has to fill the tank before returning the vehicle or alternatively the renter can return the vehicle to First Car Rental and pay for refueling upon return.
- iv) Each vehicle is refueled on termination regardless of the fuel gauge indicator.

XX) EXTENSION OF RENTAL

- i) If the renter wishes to extend the rental beyond the original return date, authorisation must be obtained from First Car Rental. Failure to do so will result in First Car Rental reporting the car stolen and it immediately negates all waivers
- ii) Additional days will be charged directly to the renters credit card at the extension rates (refer to rate sheets)

XXI) RENTAL REQUIREMENTS AND PAYMENT

- i) A valid voucher and credit card (for additional charges) must be produced at time of rental.
- ii) Accepted credit cards are Visa, Master, Diners and American Express.
- iii) Name, address and telephone number
- iv) Local contact details
- v) Drivers License and passport

XXII) GRAVEL / RURAL / DIRT ROADS

- i) The renter will be covered by the relevant waiver option, provided they have adhered to all traffic laws i.e. the speed limit and were NOT the only vehicle involved in the accident (another vehicle or animal to be involved). Each incident is evaluated individually, on its own merit.
- ii) We trust that the agent/consultant/wholesaler will inform the renter before departure that speeding is the major cause of accidents on rural/gravel/dirt roads in both South Africa & Namibia. We also accept that you will warn the renter that his relevant waiver will not cover any damage if any of the Gross Negligence Factors (see "II") were not adhered to - in other words, the renter will become liable for the full value of the vehicle should any of the Gross Negligence factors apply to their accident.

** All Terms & Conditions are subject to change without prior notice*