

TERMS AND CONDITIONS

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The LESSOR hereby lets and the LESSEE hereby hires from the LESSOR the vehicle as set out more fully on the reverse side hereof subject to the terms and conditions as set out herein.
2. **DELIVERY AND RETURN:**
 - a. The LESSEE acknowledges that he/she/it received the vehicle in a roadworthy and proper working condition and undertakes to return the vehicle to the LESSOR in the same condition.
 - b. Should the vehicle not be returned to the LESSOR on the date and time agreed to and should the LESSEE fail to arrange with the LESSOR for an extension of the lease period the LESSOR shall be entitled to lay a CRIMINAL CHARGE with the SAPS against the LESSEE.
3. **CONDITIONS OF USE** – The LESSEE undertakes that:
 - a. He/she/it will not overload the vehicle as specified on the vehicle, or sublet the vehicle or transport any person on or in the trailer.
 - b. The tow vehicle will only be driven by a duly licensed driver.
4. **COSTS** – The LESSEE agrees and undertakes to pay the following additional costs:
 - a. All costs incurred by the LESSOR in procuring the return of the vehicle for whatever reason to the LESSOR'S business premises and shall specifically include any costs in TOWING the vehicle to the LESSOR's business premises;
 - b. All TRAFFIC FINES incurred during the period of usage of the vehicle by the LESSEE;
 - c. LATE RETURNS – Should the vehicle not be returned to the LESSOR on the date and time agreed, the LESSEE agrees to pay 1.5 times rental rates per day of the specific vehicle.
 - d. CROSS-BORDER – Should the LESSEE take a vehicle CROSS-BORDER without the LESSOR's knowledge, the LESSEE agrees to pay 2 times rental rates per day of the specific vehicle.
 - e. All repair costs of damage to the vehicle incurred by the LESSEE during the period of usage.
 - f. Tampering with the wiring on the vehicle will result in a PENALTY FEE payable by the LESSEE to the LESSOR.
5. **INDEMNITY:** The LESSEE hereby indemnifies the LESSOR against any claim for loss or damage to property or claims in respect of any injury incurred by any person arising from the use of this vehicle by the LESSEE.
6. **THEFT/LOSS AND DAMAGE**
 - a. THEFT/LOSS: The LESSEE hereby acknowledge and accepts that THE VEHICLE IS NOT INSURED AGAINST THEFT or LOSS and that the LESSEE will be responsible for the FULL REPLACEMENT VALUE OF THE VEHICLE should it be stolen and/or not returned within 7 days of the rental period's expiry date.
 - b. The LESSOR does not accept any liability for loss or damage to any third parties or the loss of or damage to the LESSEE or his/her/it's belongings.
 - c. The LESSEE is responsible for storage cost/recovery costs and towing services, should this be required.
7. **RISK:** All risk in respect of the vehicle shall pass to the LESSEE from date and time on which he takes possession of the vehicle until it is returned to the LESSOR's business premises.
8. **LEGAL COSTS:** The LESSEE accepts liability for all costs on an attorney and own client scale for any legal costs incurred by the LESSOR in order to exercise his rights in terms of this agreement. Interest will be charged at the rate of Prime Plus 4% per annum.
9. **JURISDICTION AND DOMICILIUM:** The LESSEE hereby consents to the jurisdiction of the Magistrate's Court in respect of any legal action which may arise from this agreement. The LESSEE further chooses the address which he/she/it has given on the invoice as his/her/it's domicilium citandi et executandi.
10. **EXTENSION, INDULGENCE AND WAIVER:** No extension or indulgence granted by the LESSOR to the LESSEE shall be regarded as a novation of this agreement and the LESSEE and the LESSOR further agrees that this agreement can only be altered or changed by means of a subsequent written agreement signed by both parties.
11. **I, THE LESSEE HEREBY, SPECIFICALLY**
 - a. UNDERTAKE TO PAY FOR ANY NEW DAMAGE TO THE VEHICLE, AS DETERMINED BY THE INSPECTION LIST FOR DAMAGE CONTROL, BEFORE I LEAVE THE PREMISES OF THE LESSOR according to the prices quoted by the LESSOR.
 - b. TAKE NOTICE OF THE BUSINESS HOURS OF THE LESSOR.
 - c. UNDERTAKE NOT TO OVERLOAD THE VEHICLE.
 - d. UNDERTAKE NOT TO TAKE THE VEHICLE ACROSS THE BORDERS OF THE R.S.A., without the LESSOR's written permission. (see PAR4.4)
 - e. CONFIRM THAT I HAVE READ Par 6.1 to 6.3 REGARDING THEFT/LOSS AND DAMAGES.

When accepting the quotation you agree to these terms and conditions.

SIGNATURE OF LESSEE _____ DATE