

**DEFINITIONS**

- “The Agreement”**: means the terms and conditions contained in this document and the Rental Agreement.
- “The Company”**: means Tourism Holdings Rental SA (Pty) Ltd t/a Maui Motorhomes and Britz 4X4 Rentals Registration Number 1996/017221/07.
- “The Renter”**: means all the persons whose names appear on Rental Agreement as Renter, Operator of The Vehicle, Additional Driver and/or Driver.
- “Corporate Client”**: means a legal entity that holds a valid corporate account with The Company and who qualifies for fixed preferential Rental Rates.
- “Partial Bill Back Account”**: means separate billing and splitting of applicable charges by the Company between the Agent and the Renter by means of separate tax invoices issued by the Company.
- “The Agent”**: means the legal entity that provides an intermediary service to the Renter and who holds a Partial Bill Back Account.
- “The Rental Agreement”**: means the rental agreement issued by The Company to you The Renter. The Renter’s signature of the Rental Agreement, whether physically or electronically, has the legal effect of creating a binding Agreement between The Renter and The Company.
- “The Rental Period”**: means the period between the Commencement date of the rental of The Vehicle and the end date, which dates are stipulated on the Rental Agreement or any extension thereof. Rentals are calculated on a calendar day basis.
- “The Commencement Date”**: means the date on which The Renter takes delivery of The Vehicle.
- “The End Date”**: means the date on which The Renter must return The Vehicle to The Company as stipulated on the Rental Agreement or the date on which the Company takes delivery of The Vehicle from The Renter.
- “The extension of the rental period”**: means any extension to the Rental Period, which will come into effect should The Vehicle not be returned to the Company for any reason whatsoever, on the return date as stated on The Rental Agreement and/or any extension authorised by The Company.
- “The Vehicle”**: means The Vehicle as is described in The Rental Agreement as being hired with all its keys, tyres, accessories, spares, documents, equipment and tools, in and on The Vehicle when The Renter takes delivery of The vehicle at the renting location and includes any replacement for The Vehicle which has been officially authorised by The Company for any reason whatsoever.
- “The Vehicle accessories”**: means all equipment including but not limited to tent, GPS, baby seat and all additional ancillary items as per clause 18.
- “He or His”**: means whenever used in reference to The Renter. “he or his shall”, in the event of The Renter is a firm, partnership, corporation, company trust, voluntary association or club, be deemed to refer to such firm, partnership, corporation, company, trust, voluntary association or club.

Renter Initials: \_\_\_\_\_

- “Waiver”**: means a reduction of The Renter’s liability in the event of an accident, theft, and/or loss of a Vehicle and/or Third-Party Damage. Our Standard Loss Damage Waiver (SLDW) Protection Package is included in the cost of daily rental rate. Note that a Waiver is not insurance. It is a legal, compulsory agreement between The Company and The Renter which limits the amount that a Renter has to pay in respect of a claim against The Renter in the event of loss of The Vehicle, damage relating to an accident, theft, and/or Third-Party Damage.
- “Damages”**: means any and all damages suffered by The Company, including the actual expenditure incurred in towing, transporting and/or storing The Vehicle, repairing any damage (including tyre and rim damage), replacing of parts and/or accessories (without allowing for depreciation), payments made to an expert to inspect collision damage and report thereon, or any other damages, costs or expenses incurred by The Company of whatsoever nature and includes total loss where applicable.
- “The Auto Dealers Guide”**: means the Mead & Grouther’s publication or similar publication, which includes, the recommended selling prices of motor vehicles.
- “Additional Driver”**: means any person, identified on the Rental Agreement, who, in addition to The Renter, is authorised to drive The Vehicle as an additional driver.
- “Minimum Age”**: The Driver must be older than 25 (Twenty-Five) years and hold a valid driver’s license for more than 3 (Three) years.
- “Young Driver”**: means any Driver who is between the ages of 23 (Twenty-Three) and 25 (Twenty-Five) years and is in possession of a valid driver’s license for a period of 3 (Three) years. A once-off young driver surcharge is payable.
- “Windscreen”**: means the glass screen at the front of The Vehicle only and excludes back window side windows, mirrors and lights.
- “Third Party”**: means a person, legal entity or organisation other than a party to the Rental Agreement that has suffered Third Party Damage.
- “Third Party Damage”**: means any claims made by a Third Party in respect of damages or loss that The Renter has actually or is alleged to have caused to either the person, property or vehicle of a Third Party whilst driving The Vehicle during the Rental Period.
- “Tyre”**: means rubber wheel covering the outside of the rim in respect of any wheels of The Vehicle, including the spare wheel.
- “Holding Deposit”**: means a deposit paid by The Renter and held by The Company on the Commencement Date for all additional costs incurred during the course of the rental. The Holding Deposit amount is pre-authorised on The Renter’s credit card or debited to The Renter’s account in the case of a debit card at the time of collection. Funds will only be deducted from this amount, should The Renter return the Vehicle and/or equipment in a damaged condition or for any 3<sup>rd</sup> party damage. If no claim exists, the full amount is released back to The Renter’s account within 30 workings from date of return, subject to the Renter’s financial institution executing the release.
- “Damage Liability Amount (Excess)”**: Any reference to Damage Liability Amount or Excess means the amount that The Renter is liable to pay to The Company for damage/ loss, payable per incident based on the type of Waivers selected as it appears on the face of the Rental Agreement and subject to terms and conditions of this Agreement.

## 1. RENTAL

Renter Initials: \_\_\_\_\_

- 1.1 The Company rents The Vehicle to The Renter with all accessories, spares, equipment and tools. An equipment checklist may specify only some of the accessories, equipment, spares and tools. The Renter must ensure that the equipment checklist is completed prior to taking delivery of The Vehicle.
- 1.2 The Vehicle is hired to The Renter for the Rental Period, subject to the terms and conditions contained herein. If The Renter wishes to extend the Rental Period, The Renter must request such extension at least 24 (Twenty-Four Hours) before the expiry of the current Rental Period and must be approved by The Company. Payment for the extended Rental Period must be received by The Company before the Rental Period extension is granted.
- 1.3 The Company reserves the right in its sole discretion to terminate this Agreement at any time should The Renter be in breach of any of the terms and conditions of this Agreement during the Rental Period. Upon termination of this Agreement, The Company will take possession of The Vehicle and shall not be obliged to provide The Renter with a similar or alternative vehicle under this or any further agreement.
- 1.4 The Renter may not terminate this Agreement prior to the end date of the Rental Period without the prior written consent of The Company, which consent shall be requested within a reasonable time from The Company. Should The Company approve the reduction in the Rental Period, The Company is not obliged to grant The Renter a reduction on, remission or refund of, any changes for early termination.
- 1.5 The Company reserves the right, at its sole and absolute discretion and without obligation to provide reasons, to reject any Renter's application to rent a Vehicle or accept any method of payment and The Renter shall have no recourse against The Company as a result thereof.
- 1.6 The Company reserves the sole and absolute discretion to withhold delivery of The Vehicle if, at the time of collection, it is determined that The Renter, who holds an account with The Company, has exceeded their credit limit and/or owes any outstanding amounts to The Company, irrespective if a rental reservation has been confirmed. The Renter shall have no recourse or claim against The Company because of this action.

## 2. RENTAL PAYMENT TERMS

2.1 For the Renter to secure a reservation, The Company requires the following payments from The Renter

- A minimum of 25% of the total Quote upon acceptance of the reservation
- The balance of the payment is due 30 days prior to pick-up of Rental Vehicle
- If full payment is not received 30 days before pick-up date the reservation will be cancelled
- Full payment is required for reservations made within 30 days of pick-up date

2.2. For Special Events (like the Cape Epic, Afrika Burn) AND Bulk bookings for groups of 5 vehicles or more the following applies

- A minimum of 25% of the total Quote upon acceptance of the reservation
- The balance of the payment is due is due 60 days prior to pick-up
- If full payment is not received 30 days before pick-up date the reservation will be cancelled
- Full payment is required for reservations made within 60 days of pick-up date

**The Company reserves the right to amend our payment terms from time to time depending on demand for specific events.**

Renter Initials: \_\_\_\_\_

**3. RENTAL CHARGES PAYABLE**

- 3.1 The Renter undertakes to pay The Company all charges incurred in respect of the rental of The Vehicle, plus all additional charges and miscellaneous services, which arise from this Agreement, up and until The Vehicle is returned.
- 3.2 The rental fees payable includes, but are not limited to, the following:
- 3.2.1 A daily charge out rate as described in the Quote which The Renter acknowledges and agrees that he has read, calculated on a calendar day basis from the time The Vehicle is delivered to the time The Vehicle is returned and/or alternatively collected.
- 3.2.2 The Damage Liability Amount (Excess) charged, where applicable in terms of this Agreement.
- 3.2.3 All payments in respect of rental and any other charges levied in terms of this Agreement, together with any taxes, are due and payable on demand, and at the latest on expiry of the Rental Period. The Renter shall not set-off or withhold payment of any amounts due to the Company in terms of this Agreement for any cause whatsoever.
- 3.3 Additional fees and charges may be payable by The Renter for and on the rental of The Vehicle, when applicable.
- 3.4 Pick-up and drop-off of The Rental Vehicle on Monday to Friday between 08h00 to 16h00 is included at no additional cost. Pre-arranged Saturday, Sunday and Public Holiday pick ups and drop-off's available between 08h00 to 16h00 subject to a once off fee – see Annexure 1
- 3.5 A Holding Deposit is required as security for the rental and is subject to the type of Damage Waiver Option taken.
- 3.6 Mandatory charges can include a contract fee, drop off fees, compulsory Standard Loss Damage Waiver (SLDW) traffic fine administration fee, accident/damage administration fee, the holding deposit and an additional driver and or young driver surcharge.
- 3.7 The Renter further confirms that he is over the minimum age of 25 (Twenty-Five) years and has had a valid driver's license for a period of more than 3 (Three) years. A Young driver-surcharge will apply if the driver is younger than 23 (Twenty-Three) years. The Young driver must be in possession of a valid driver's license for a period of more than 3 (Three) years.
- 3.8 The Renter will be liable to pay any traffic fine and an administration fee as indicated on the face of the Rental Agreement, for traffic fines issued against The Vehicle per Incident while it was in the possession of The Renter.
- 3.9 The Renter will be liable to pay a claim handling fee as indicated on the face of the Rental Agreement in respect of either an accident, damages to The Company's vehicle or for any Third-Party Damage. The claim handling fee is payable for each incident irrespective of the Damage Waiver Option taken.
- 3.10 Vehicle keys and locks which are lost/damaged must be reported to The Company as soon as possible. The new key and lockset will be purchased from the Manufacturer by The Company and the cost of replacement and cost of fitting will be for The Renter's account. If the key is locked inside The Vehicle, the costs of a reputable locksmith to retrieve the key will be for The Renter's account.
- 3.11 All charges payable by The Renter shall be paid by way of a credit card, debit card, EFT or any other acceptable means of payment as agreed by The Company on termination of the Rental Period, unless in The Company's sole discretion it requires all charges to be prepaid in advance or if The Renter has a valid and current account with The Company.

Renter Initials: \_\_\_\_\_

- 3.12 The Renter agrees and confirms that The Renter is not allowed, for any reason whatsoever, to deduct or withhold the payment of any amount(s) due to The Company in terms of this Agreement.
- 3.13 The Renter remains liable for the payment of any amounts due in terms of this Agreement, which are not paid or settled in full by the issuer of the credit card.
- 3.14 The following embossed credit and debit cards are accepted from internationally recognised card companies - such as American Express, Diners Club, Eurocard / Mastercard, Visa. The renter must be the owner of the indicated card.
- 3.15 Please note, that payments with credit card and debit may require the PIN. The confirmed card should be valid and available for presentation on collection of the vehicle.
- 3.16 Please note, that all refunds to International Debit Cards of holding deposit payments are subject to a transaction fee as per Annexure 1
- 3.17 Cash and Cheques are not accepted for payment.

#### 4. AVAILABILITY OF VEHICLES

- 4.1 All makes and models requested by The Renter are subject to the availability of vehicles within the fleet of The Company.
- 4.2 The Company reserves the right to provide an alternate vehicle at no extra cost to The Renter. This shall not constitute a breach of The Rental Agreement, nor does it entitle The Renter to any form of refund or claim against The Company.

#### 5. THE RENTER'S OBLIGATIONS IN TERMS OF THIS AGREEMENT

- 5.1 The Renter is responsible for the care of The Vehicle while in his possession and he must ensure that sufficient engine coolant, oil and fuel are maintained and that the tyre pressure and wheel alignment remain in the same state as on the date of delivery and or collection of The Vehicle to the Renter. The Renter must ensure the correct fuel type for the Vehicle is used when during the Rental Period.
- 5.2 The Renter must ensure that The Vehicle is secured and protected at all times and is kept in a secure place when The Vehicle is not in use. The Renter must ensure that the alarm and any security devices are activated at all times and that all doors and windows are locked and/or secured. The Renter shall not cause or allow The Vehicle to be neglected, abused, damaged or modified in any way. The Renter must ensure that The Vehicle key is kept in safe custody at all times and in The Renters possession.
- 5.3 The Company reserves its right in its sole discretion to restrict the use of The Vehicle in certain areas where there is a concern due to adverse road conditions, weather conditions and/or political unrest or any other condition
- 5.4 The Renter must not cause or permit The Vehicle to be driven unlawfully or illegally or to be used for any unlawful purpose or a purpose for which it was not designed, or in such a way to increase the risk of being damaged, lost or to be overloaded. The Renter must obey the rules of the road and local traffic regulations with specific reference to driving on the correct side of the road, adhering to traffic signals, lane changing and local speed limits.
- 5.5 The Renter is not allowed to use The Vehicle:

Renter Initials: \_\_\_\_\_

- 5.5.1 for the conveyance of passengers and/or goods for payment (unless authorised by The Company in writing).
- 5.5.2 to propel or tow any other vehicle, including any caravan or trailer (unless authorised by The Company in writing).
- 5.5.3 In any motor sport or similar high-risk activity.
- 5.5.4 in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned.
- 5.6 The Renter is not permitted to use The Vehicle outside of the borders of the Republic of South Africa unless prior written consent was obtained from The Company.
- 5.7 The Renter is not allowed to hire or lend the Vehicle to anyone or permit The Vehicle to be in the possession or control of anyone other than The Renter or the Additional Driver as stated on the face of the Rental Agreement.
- 5.8 The Renter shall not drive and/or permit any operator and/or Additional Driver to drive, The Vehicle under the influence of alcohol, drugs or medication or any other intoxicating substance.
- 5.9 The Renter shall not exceed the applicable speed limit on national roads, gravel roads, or dirt roads, (limited to 60 km per hour). The Renter must consider the prevailing road and traffic conditions when driving.

## 6. **TERRITORIES & ROAD RESTRICTIONS**

- 6.1 For Maui Motorhomes driving in South Africa, Lesotho and Eswatini is limited to tarred roads and to reach campsites public recognised gravel.
- 6.2 Special permission & route approval is required from The Company to take Maui Motorhomes into Botswana, Namibia, Zambia, Zimbabwe and Mozambique, subject to a once-off surcharge plus a cross-border documentation fee. Refer to Annexure 1 for costs thereof.
- 6.3 For Britz 4x4's driving in South Africa, Lesotho, Eswatini, Botswana, Namibia, Zambia, Zimbabwe and Mozambique is limited to tarred roads, gravel roads and public recognised 4x4 tracks. No Dune driving is allowed.

## 7. **AUTHORISED DRIVERS**

- 7.1 The Renter confirms that he and any authorised driver has an unendorsed and valid driver license which remains valid for the Rental Period.
- 7.2 The Renter confirms that the driver is older than the minimum age of 25 (Twenty Five) years and is in possession of a valid driver's license for more than 3 (Three) years.
- 7.3 The Renter confirms that he and any authorised driver holds a valid E or EB South African driver's license or an internationally recognised driving license, provided the original license is in English.
- 7.4 For driving licenses from countries not part of the international driving license treaty (e.g. China), an official translation of the license in English must be presented with the original license.

Renter Initials: \_\_\_\_\_



- 7.5 Photocopies, digital licenses, Learner's Permits, and driver's licenses with driving restrictions will not be accepted.

## 8. PICK-UP

- 8.1 The Vehicle handover can take approx. 2-3 hours, depending on the questions asked and client feedback. This involves a thorough explanation and demonstration of the motorhome.
- 8.2 Signing The Vehicle condition report is an acceptance of the condition of the vehicle.
- 8.3 The Company must be notified within 24 hours of pick-up should the renter experience any glitches, problems or malfunctions. No consideration will be given to claims against such experiences, and no compensation or liability for lost time will be given, if issues are only reported on return of the vehicle.
- 8.4 Rental days lost due to a vehicle that has been picked up after the agreed date will not be credited.

## 9. CANCELLATION TERMS

9.1 The rental is subject to the following cancellation terms:

- 31 days prior to pick-up date: No cancellation fee applicable
- 15 to 30 days prior to pick-up date: 50% cancellation fee payable of the total reservation value
- 1 to 15 days prior to pick-up date and/or No Show: 100% cancellation fee payable of the total reservation value

9.2 For Special Events (such as the Cape Epic, Afrika Burn) and Bulk bookings for groups of 5 vehicles or more the following cancellation terms apply

- 61 days prior to pick-up date: No cancellation fee applicable
- 30 to 60 days prior to pick-up date: 50% cancellation fee payable of the total reservation value
- 0 to 29 days prior to pick-up collection date and/or No Show: 100% cancellation fee payable of the total reservation value

9.3 Late collections or early returns by The Renter are non-refundable.

9.4 The Renter acknowledges and agrees that the Company's standard cancellation and/or no-show penalties shall apply in the event of a Force Majeure Event.

## 10. RETURNS

10.1 When returning The Vehicle, The Renter must set aside one hour for The Vehicle Check in check in to be done.

10.2 The Rental Vehicles must be returned with a full tank of fuel. Should top-ups be required (a 3-litre allowance is acceptable), The Renter is liable for the costs of refuelling

10.3 The Rental Vehicle must be returned clean (interior, exterior and equipment). Vehicles returned dirty will be charged a cleaning fee – refer to Annexure 1 for costs thereof

10.4 Toilet cassettes in the motorhome must be returned clean. Toilet cassettes not emptied and cleaned will be charged a cleaning fee – refer to Annexure 1 for costs thereof

10.5 No smoking is allowed in The Vehicle. A fee will be charged to remove any fumes or smells and/or burn marks on the interior of vehicle caused by smoking in The Vehicle – refer to Annexure 1 for costs thereof.

Renter Initials: \_\_\_\_\_

10.6 Vehicles returned later than the agreed return date, or outside of the return times above, will be charged a full day's rental per calendar day.

10.7 Rental days lost due to The Vehicle being returned before the agreed return date will not be credited.

## 11. RISK

- 11.1 The Vehicle is hired to The Renter by The Company at the sole risk of The Renter, from the date and time of delivery and or collection of The Vehicle until such time as The Vehicle is returned to The Company's premises. In the absence of any written notification from The Renter to The Company to the contrary, The Vehicle is deemed to be delivered to The Renter by the Company without any damage and in good order and repair, and without any damage (including but not limited to the paintwork, upholstery, tyres, windshield, side glass, lights and accessories) unless any damage to the Vehicle is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of The Vehicle (fair wear and tear excluded), it will be accepted that The Vehicle was delivered to the Client without any damages and any damage recorded at the time of the return of The Vehicle (fair wear and tear excluded) will be for the account of the Client.
- 11.2 The Company will not be held liable for any damages sustained or further liability which The Renter incurs because of hiring The Vehicle, from any cause arising whatsoever, whether negligently or otherwise. The Company is not responsible for any defect of any nature whatsoever in The Vehicle at the time of hire, alternatively, any defect that may arise during the Rental Period.
- 11.3 The Renter indemnifies The Company, subject to clauses 14 and 15, against any claim by any person for any damage of any nature whatsoever arising, as a result of any incident involving The Vehicle, whether because of The Company's negligence (except The Company's Gross Negligence) or otherwise.
- 11.4 Notwithstanding any Waivers in place, The Company shall not be liable for any damage arising out of any defect in, or mechanical failure of The Vehicle, nor for any indirect damages, consequential loss, loss of profit or any other damages which The Renter, Additional Driver or any other third party transported in The Vehicle may suffer, arising out of this Agreement.
- 11.5 The Renter confirms no representation, or warranty has been made by The Company regarding defects in delivery time, condition quality, and state of repair, performance capability, fitness or suitability for any purposes, of The Vehicle.
- 11.6 The Renter's sole risk of loss or damage to The Vehicle shall remain vested in him until such time as The Vehicle and all accessories, equipment, spares and tools of The Vehicle are returned to The Company undamaged, in good order and roadworthy condition, fair wear and tear excepted.

## 12. DAMAGE AND THEFT WAIVER

- 12.1 Included in the cost of our daily rental rate is our compulsory Waiver Protection Package, known as the Standard Loss Damage Waiver (SLDW). The Renter is obliged to accept cover from The Company in respect of our Waiver Protection Package (SLDW). The Renter can elect to upgrade from the compulsory Waiver Protection Package (SLDW) to either a Reduced Loss Damage Waiver (RLDW) package or Super Top Cover (SC) package, at an additional cost. This cover is limited to damage or loss suffered by The Company in relation to The Vehicle ONLY and DOES NOT cover equipment and accessories in the Motorhome.

Renter Initials: \_\_\_\_\_



- 12.2 **Declining Waivers is only applicable to corporate customers, who conform to the below-listed prerequisites:**
- A valid Corporate Account is opened in the Corporate Company Name.
  - The Corporate Customer signed the Companies Self Insured Agreement.
  - A Corporate Customer provides The Company with written proof from their Insurer that all rented vehicles are comprehensively insured.
  - The insurance policy presented is accepted by The Company.
- 12.3 The Damage Liability Amount (Excess) applicable to SLDW, RLDW and SC respectively is noted on the face of the Rental Agreement.
- 12.4 The Renter shall be liable for any and all loss/damage of, or to The Vehicle sustained by The Company, arising from any cause whatsoever, subject to the Damage Liability Amount (Excess) payable, as noted on the face of the Rental Agreement, and subject to the terms and condition of this Agreement.
- 12.5 The Renter will, subject to clauses 13 and 14, be liable for the Damage Liability Amount (Excess) applicable, irrespective of the way an incident occurred or whether the damage was due to negligence of a third party.
- 12.6 In the event of The Vehicle being stolen or considered beyond economical repair; the replacement value will be the retail value as contained in the Auto Dealers Guide as at the time of such loss as well as all accessories, spares, equipment and tools. In the event of The Vehicle being less than (1) one-year-old, the cost thereof shall be the retail value of a new vehicle. All accessories, spares, equipment and tools, irrespective of the age of The Vehicle, will be replaced as new.
- 12.7 Any breach of the terms and conditions contained in this Agreement:
- 12.7.1 may result in The Company, in its sole discretion, withholding a replacement vehicle from The Renter; and
- 12.7.2 will result in The Renter being deemed fully liable for all damages to The Vehicle and for Third-Party Damage, irrespective of any Waivers in place.
- 12.8 Notwithstanding anything in this Agreement, The Company shall not be obliged to make, institute or proceed with any claim which The Company may otherwise have had against a third party for the recovery of any loss or damage to or in connection with The Vehicle and accordingly, The Company shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms it deems fit.

### 13. STANDARD LOSS DAMAGE WAIVER (SLDW) - Standard Cover

- 13.1 **Standard Loss Damage Waiver (SLDW) is included in the Daily Rental Rate. Refer to Annexure 3 for Inclusions and Exclusions. The Renter agrees to pay the Damage Liability Amount (Excess) as per Annexure 3, subject to the following exclusions, in which event the Renter will be held liable in full for payment of all damages in terms of this Agreement:**
- 13.1.1 The Renter acted in a gross negligent, reckless manner or acted with wilful and intentional misconduct (including, but not limited to, speeding)
- 13.1.2 Where damage was caused to upholstery and/or carpets.
- 13.1.3 Where damage and/or loss is sustained to tyres and/or rims and/or hubcaps and or glass/auto-glass of The Vehicle.

Renter Initials: \_\_\_\_\_

## RENTAL TERMS &amp; CONDITIONS

- 13.1.4 In the event of a collision and/or loss of The Vehicle which is not reported within 24 (twenty-four) hours as required.
- 13.1.5 Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company.
- 13.1.6 Where a non-designated driver or drivers have caused the loss and/or damage.
- 13.1.7 Where the damage/loss is sustained because of civil unrest, riot, war or political unrest.
- 13.1.8 Where the damage/loss is sustained by water and/or under-carriage damage.
- 13.1.9 Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel.
- 13.1.10 Unauthorised salvage and/or towing and/or release fees.
- 13.1.11 Contravention or breach of any term of this Agreement by The Renter or Additional Driver.
- 13.1.12 Hitting another vehicle from behind.
- 13.1.13 A third-party vehicle was being towed by The Vehicle (unless authorised by The Company in writing).
- 13.1.14 The Vehicle was being towed by a third-party Vehicle.
- 13.1.15 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.
- 13.2 The Renter will under the following circumstances be liable for double the Damage Liability Amount (Excess) applicable to the **SLDW**:
  - 13.2.1 If The Vehicle was rendered uneconomical to repair.
  - 13.2.2 If The Vehicle was involved in a single-vehicle accident i.e: no contact or direct involvement of any other vehicle and/or a hit and run incident; and/or
  - 13.2.3 If The Vehicle was stolen or hijacked.
- 13.3 The Damage Liability Amount (Excess) noted on the face of the Rental Agreement is payable before the claim is processed. Failure to pay the applicable Damage Liability Amount (Excess) shall constitute a material breach of the Rental Agreement.

**14. REDUCED LOSS DAMAGE WAIVER (RLDW) – Limited Cover**

- 14.1 Refer to Annexure 3 for Inclusions and Exclusions. Upon acceptance of the RLDW at an additional cost, The Renter accepts to pay the Damage Liability Amount (Excess) as per Annexure 3, subject to the following exclusions, in which event he will be held liable in full for payment of all damages in terms of this Agreement:-**
  - 14.1.1 The Renter acted in a gross negligent, reckless manner or acted with wilful and intentional misconduct (including, but not limited to, speeding).
  - 14.1.2 Where damage was caused to upholstery and/or carpets.
  - 14.1.3 Where damage and/or loss is sustained to tyres and/or rims and/or hubcaps and or glass/auto-glass of The Vehicle.
  - 14.1.4 In the event of a collision and/or loss of The Vehicle which is not reported within 24 (twenty-four) hours as required.

Renter Initials: \_\_\_\_\_

- 14.1.5 Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company.
- 14.1.6 Where a non-designated driver or drivers have caused the loss and/or damage.
- 14.1.7 Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest.
- 14.1.8 Where the damage/loss is sustained by water and under-carriage damage or either.
- 14.1.9 Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel.
- 14.1.10 Unauthorised salvage and/or towing and/or release fees.
- 14.1.11 Contravention or breach of any term of this Agreement by The Renter or Additional Driver.
- 14.1.12 Hitting another vehicle from behind.
- 14.1.13 a third-party vehicle was being towed by The Vehicle (unless authorised by The Company in writing).
- 14.1.14 The Vehicle was being towed by a third-party Vehicle.
- 14.1.15 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.
- 14.2 The Renter will under the following circumstances be liable for double the Damage Liability Amount (Excess) applicable to the RLDW:
  - 14.2.1 If The Vehicle was rendered uneconomical to repair.
  - 14.2.2 If The Vehicle was involved in a single-vehicle accident i.e: no contact or direct involvement of any other vehicle and or a hit & run incident; and/or
  - 14.2.3 If The Vehicle was stolen or hijacked
- 14.3 The Damage Liability Amount (Excess) noted on the face of the Rental Agreement is payable before the claim is processed. Failure to pay the applicable Damage Liability Amount (Excess) shall constitute a material breach of the Rental Agreement.

### 15. SUPER COVER (SC)

- 15.1 **Refer to Annexure 3 for Inclusions and Exclusions. Upon acceptance of SC at an additional cost for collision damage or theft, no Damage Liability Amount (Excess) shall be payable , subject to the following exclusions, in which event The Renter will be held liable in full for payment of all damages in terms of this Agreement;-**
  - 15.1.1 The Renter acted in a gross negligent, reckless manner or acted with wilful and intentional misconduct (including, but not limited to, speeding).
  - 15.1.2 Where damage was caused to upholstery and/or carpets.
  - 15.1.3 Where damage and/or loss is sustained to tyres and/or rims and/or hubcaps and or glass/auto-glass of The Vehicle.
  - 15.1.4 In the event of a collision and/or loss of The Vehicle which is not reported within 24 (twenty-four) hours as required.
  - 15.1.5 Where The Vehicle was driven in or to a country and/or area, for which prior written approval was not obtained from The Company.

Renter Initials: \_\_\_\_\_

- 15.1.6 Where a non-designated driver or drivers have caused the loss and/or damage.
- 15.1.7 Where the damage/loss is sustained as a result of civil unrest, riot, war or political unrest.
- 15.1.8 Where the damage/loss is sustained by water and under-carriage damage or either.
- 15.1.9 Where the damage/loss is caused by driver fatigue or falling asleep behind the wheel.
- 15.1.10 Unauthorised salvage and/or towing and/or release fees.
- 15.1.11 Contravention or breach of any term of this Agreement by The Renter or Additional Driver.
- 15.1.12 Hitting another vehicle from behind.
- 15.1.13 a third-party vehicle was being towed by The Vehicle (unless authorised by The Company in writing).
- 15.1.14 The Vehicle was being towed by a third-party Vehicle.
- 15.1.15 Where the damage/loss occurred after the rental period expired and an extension of this Agreement was not authorised by The Company.

### 16. EXCEPTIONS & EXCLUSIONS

#### *Exclusions from all cover options*

The Renter is fully liable for any damage to the Rental Vehicle or any third-party property if:

- 16.1 Any terms of the rental contract are breached.
- 16.2 Damages are sustained whilst The Renter/Driver is in violation of any traffic laws or ordinances
- 16.3 Damage to The Vehicle is caused by careless, wilful or reckless driving
- 16.4 Driving under the influence of alcohol or drugs and driving on restricted or unrecognised roads
- 16.5 Driving over the National speed limit for the respective road travelled on
- 16.6 Not adhering to The Vehicle height restrictions; (Note that the height of the overhead obstacle must have a clearance of more than 3.5m for the Maui Motorhomes)

#### **The following are not covered under any circumstances:**

- 16.7 Damage to the roof top mounted air-cooling system (A/C), awnings, air vents and the lutton on the 6-berth motorhome (M6B). Renters are reminded that the motorhomes are high. Caution needs to be taken when driving under branches, bridges, through archways or any overhead obstructions. (the height of the overhead obstacle must have a clearance of more than 3.5m)
- 16.8 Damage related to water submersion or saltwater damage and The Motorhome was driven in a country in which written approval was not obtained from Maui Motorhomes.
- 16.9 Damage is incurred due to incorrect use of the hand brake
- 16.10 The damage to the clutch after 3 days of commencement of the rental. The customer is then liable for the cost of the clutch kit and installation thereof
- 16.11 Roll-overs are not covered in any liability cover options. A roll over is defined as a vehicle sustaining all types of damage due to it not being on all 4 wheels; (the vehicle being on its side is construed as a roll over).

Renter Initials: \_\_\_\_\_

16.12 The incorrect fuel is pumped into the fuel tank and/or fuel in the water tank will incur a penalty – Refer to Annexure 1 for the penalty cost. The Company advises that should this occur, the vehicle is to remain turned off and not started under any circumstances. This reduces the damage caused.

16.13 Any undercarriage damages and all damages including but not limited to the side sills, prop shaft, side shaft, front and rear diff and exhaust system.

16.14 Lost keys or keys locked inside The Vehicle

16.15 Loose equipment, steps, roof vents, air-cooling system (A/C) and awning where applicable.

## 17. AIR-COOLING SYSTEM and DUST INGRESS

The air-cooling system in the cabin and rear of The Vehicle (Motorhomes), is designed to be used in South African weather conditions. In regions where the temperatures reach in excess of 28 degrees Celsius, the unit may not work as effectively. This is normal and does not constitute grounds to request a replacement vehicle. Whenever the vehicle is stationary, or idling for prolonged periods, the cabin air-cooling system must be switched off to prevent damage.

The air-cooling system in the living area of the Motorhomes only works when it is plugged into a 220v power supply. This power supply can be found at most camp sites. The vehicle is supplied with an extension cord, which is plugged into the camp site power box, and then plugged into the motorhome in the socket labelled POWER INLET.

It is not possible to make vehicles dust-proof and therefore refunds or claims for any dust ingress of any nature, will not be considered.

## 18. THE VEHICLE ACCESSORIES

All Rental Vehicles are supplied with accessories (unless otherwise agreed upon). Our liability cover options do not cover any accessories supplied with the vehicle. Any loss or damage to the vehicle accessories including items such as GPS, baby seats, awnings, steps etc. will be charged for. Should any of your accessory malfunction during the rental period, The Company is not obliged to provide replacements. Repairs can be made according to clause 19 of this document, titled Vehicle Repairs.

## 19. VEHICLE REPAIRS

It is possible that during your rental, small repairs may be required due to the nature of the terrain travelled on. Repairs of up to ZAR1,500.00 may be affected without prior authorisation from The Company and such repairs will be reimbursed, on the submission of a claim with original receipts attached. Amounts above ZAR1,500.00 will require verbal/telephonic approval from Maui Motorhomes on-road assistance, where a ticket will be logged on our ticketing system for reference when submitting your claim. (The numbers are provided in your rental pack). Should approval not be obtained the claim may be disputed and rejected.

Should a call-out fee be charged by a supplier for any repairs, prior approval must be obtained from The Company for the call out fee..

Should permission be granted by The Company for an overnight stay in a lodge, due to repairs, a maximum allowance of ZAR1,500.00 per night per vehicle is granted for a maximum of one night in South Africa, and two nights outside of South Africa.

Renter Initials: \_\_\_\_\_

The original receipts must be submitted to your return branch when claiming against any cost, where a once off admin fee will be levied for this claim – see Annexure 1

Should a replacement vehicle be required due to a mechanical fault not due to negligence, The Company will replace the vehicle within 24 hours in South Africa and 48 hours outside of South Africa, at no extra cost to The Renter.

## 20. TYRES

The Renter is responsible for the repairing of flat or punctured tyres.

For your safety, The Company recommends a **maximum** speed of 100km/h on tarred roads, and 60km/h on gravel/sealed or corrugated roads, and 40km/h in National Parks.

Tyres get hot and pressures increase at higher speeds. Tyres are then susceptible to damage especially on uneven surfaces. When replacing a tyre, please ensure that it is a new tyre of the same brand, size and that it has a ply rating of 4mm or more. Reconditioned, second hand or re-treaded tyres are NOT acceptable.

The renter is required to check the tyre pressure when the tyres are cold (i.e. not after travelling for more than 10km), at regular intervals. All tyres should be checked, including spares. The Company's minimum tread requirement is 4mm which is within the South African Road Ordinance limits of 4mm.

## 21. TRACKING

All Vehicles are fitted with tracking devices

The Company reserves the right to repossess The Vehicle at any time if it is found illegally parked, being used to violate the law or appears to be abandoned and/or continuously exceeds the maximum speed limit of 120km per hour on tarred roads, 60km/h on gravel/sealed or corrugated roads and 40km/h in National Parks.

The tracking devices fitted in our Rental Vehicles are not used for emergency or safety purposes.

## 22. INFRINGEMENTS and FIRE EXTINGUISHERS

The Renter is liable for all fines and penalties incurred during the rental period plus an administration fee as per Annexure 1 for each infringement or penalty notice.

A fire extinguisher may only be used in the event of a fire within The Vehicle, fire extinguishers used for any other purpose where the seal is broken a fee as per Annexure 1 will be levied.

## 23. PROCEDURE IN THE EVENT OF AN ACCIDENT OR THEFT OF THE VEHICLE

23.1 If at any time The Vehicle is damaged stolen or lost, The Renter and/or driver shall take every reasonable precaution to safeguard the interest of The Company, including, but without being limited to, the following where appropriate:

23.1.1 The Renter must, in the event of The Vehicle being involved in an accident or being stolen, report such incident to the local Police within 24 (Twenty-Four) hours and The Company within 3 (three) hours of becoming aware of the occurrence, irrespective of

Renter Initials: \_\_\_\_\_



Third-Party involvement. The Renter must provide The Company with the relevant Police case number and complete all prescribed documentation, including The Company Claim Form, fully and truthfully. The Renter shall assist and co-operate with The Company in investigating and finalising such incident or any dispute that may arise from this.

- 23.1.2 The Renter shall obtain the name(s) and addresses of everyone involved and of possible witnesses.
- 23.1.3 The Renter shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.
- 23.1.4 The Renter shall make adequate provision for the safety and security of The Vehicle and will not abandon The Vehicle under any circumstances.
- 23.1.5 The Renter shall co-operate with The Company and/or its agents in the investigation, the making or instituting of any claim or action and the defence of any prosecution, claim or action relating to the incident. Including providing an affidavit if requested to do so.
- 23.1.6 The Renter is responsible for the cost of recovery of The Vehicle to the Pick-Up Branch. The Renter shall not authorise and/or agree to the towing of The Vehicle, without the prior approval of The Company and remains responsible for The Vehicle until The Vehicle has been returned to a Maui rental branch.
- 23.2 The Renter shall within 24(Twenty-Four) hours of receipt thereof furnish to The Company, (and if The Renter is not the driver, The Renter shall ensure that the driver does) any notice of claim, demand, summons or the like which The Renter or the driver may receive in connection with The Vehicle.
- 23.3 The Renter must call the MauiBritz 24 Hour Roadside & Emergencies Call centre immediately to report an accident. If The Vehicle is incapable of being driven, The Company will appoint an authorised towing company to tow The Vehicle. The Renter will be held liable for any charges resulting from unauthorised towing of The Vehicle.
- 23.4 The Renter may request a replacement vehicle, subject to certain conditions, but without being limited to, the following where appropriate:
  - 23.4.1 Payment of all costs, including damages to the original vehicle, recovery costs and delivery costs of the new vehicle must be made before a new vehicle is dispatched.
  - 23.4.2 The replacement vehicle is provided under the current Rental Agreement, with only Standard Cover. All additional Damage Wavers paid for under the original Rental Agreement fall away and only Standard Cover is applicable to the replacement vehicle. A new Holding Deposit of R55 000 is required to be paid before delivery of the replacement vehicle.
  - 23.4.3 The Company reserves the right to withhold a replacement on reasonable grounds. This will not constitute a cancellation of The Rental Agreement and does not entitle The Renter to any claims against The Company or a refund of any charges for early termination.
  - 23.4.4 Should a replacement vehicle be approved by The Company, such replacement vehicle will be replaced within 24 hours in South Africa and 48 hours in Namibia and Botswana.

### 24. FORCE MAJEURE

- 24.1 The Company shall not be liable to The Renter for its failure to perform nor any delay in performing any obligation in terms of this Agreement in the event and to the extent that such failure or delay

Renter Initials: \_\_\_\_\_

is caused by force majeure, which includes, but is not limited to acts of God, legislation, insurrection, sanctions, trade embargo or any economic or other cause.

## 25. CONSENT REGARDING THE PROCESS OF PERSONAL INFORMATION

By signing this Agreement, The Renter consents to –

- 25.1 the processing and further processing of his personal information by The Company or any of its operators or agents on the condition that they will secure the integrity and confidentiality of The Renter's personal information. The Renter further accepts that processing may involve the information being transferred to and maintained or stored on servers located outside the Republic of South Africa.
- 25.2 the collection of information by The Company from any other source to confirm and supplement the personal information which The Company has about The Renter.
- 25.3 the retention by The Company of records of The Renter's personal information for as long as permitted for legal, regulatory, fraud prevention, financial crime and marketing purposes.
- 25.4 The Company conducting credit enquiries about the Renter with any credit bureau or credit provider from time to time and providing the Renter's personal information, including details of any non-compliance and the way it conducts its account, to credit risk management services.
- 25.5 The Company to make use of The Renter's personal information provided to the Company for purposes of tracking and recovering (which includes triangulation of cellular phones in accordance to the RICA Act 70 of 2002) if The Vehicle if it is not returned to the Company at the end of the Rental Period.
- 25.6 The Company, its operators and/or agents, tracking The Vehicle for purposes of monitoring The Renter's use of the Vehicle and recovering The Vehicle and the Company disclosing the tracking report to its insurance company, The Renter's employer (if the employer is responsible for payment) and any other third party having a legitimate interest.
- 25.7 the Company disclosing The Renter's personal information to the Company's agents, the relevant traffic department or government institution for purposes of the redirection, collection or administration of any traffic fines or infringements concerning the use of The Vehicle during the Rental Period.
- 25.8 the Company disclosing The Renter's personal information to the Company's affiliated companies, subsidiaries, agents, or Third Party's in the case where The Renter acted in breach of the Rental Agreement and/or for the purpose of redirecting Third-Party damage claims.

## 26. UNLIMITED MILEAGE

Fair Usage Policy: Unlimited Kilometres offer empowers the Renter to explore; our Fair Usage Policy ensures responsible and respectful use. The Company reserve the right to take necessary actions or implement penalties if, in our opinion, a Renters 's usage is deemed excessive or abusive.

## 27. GENERAL

Renter Initials: \_\_\_\_\_

## RENTAL TERMS &amp; CONDITIONS

- 27.1 This document contains the entire Agreement between the Parties, and The Company shall not be bound by any undertakings, representations, warranties, promises, or the like not recorded herein. Any clause which is declared unenforceable or invalid, for any reason whatsoever, by a competent Court, shall be severable from the remaining provisions of this Agreement and shall not affect the validity of these provisions.
- 27.2 No variation, alteration, addition to and/or omission from this Agreement shall be valid/binding unless done in writing and signed by all Parties.
- 27.3 By acceptance of these terms and conditions, The Renter permits The Company to cede any of its rights in terms of this Agreement to any Party including but not limited to a service provider, legal representative or debt collector who is appointed for the purposes of enforcing The Renter(s) rights in terms of this Agreement.
- 27.4 The Renter chooses the address stated on the face of The Rental Agreement as a registered/legal address. The Company's registered address is 17 Sim Road, Pomona, Kempton Park, Gauteng, Republic of South Africa.
- 27.5 The Parties consent to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act 32 of 1944, notwithstanding the subject matter or cause of action involved, or if the claim may exceed the jurisdiction of the Magistrate's court.
- 27.6 This Agreement will be governed by and interpreted in accordance with the laws of the Republic of South Africa. Any reference to legislation means the governing laws and regulations of the Republic of South Africa, as amended or replaced from time to time.
- 27.7 A certificate signed by any director, manager or other senior employee of The Company shall be legal proof of any amount owing by The Renter to The Company.
- 27.8 The Renter may not withhold the return of The Vehicle to the Company for any reason whatsoever, and any delay in returning The Vehicle shall be deemed to be an extension of the Rental Period, and The Renter will be liable for all charges levied in respect of such extension.
- 27.9 In the event that The Company incurs expenses in recovering any monies due to it from The Renter or any other person arising from this Agreement, The Renter will be liable for any costs and expenses incurred in doing so, on the attorney and own client scale, including but not limited to collection commission and tracing fees.
- 27.10 If The Renter is not the driver, then and in that event, without in any way derogating from The Renter's obligations in terms of this Agreement, The Renter, Additional Driver and/or any unauthorised driver may be liable to The Company, jointly and/or independently for all and any amounts owing under or in terms of this Agreement, including but not limited to damages.
- 27.11 By virtue of The Renter's signature on the Rental Agreement, he accepts liability for all amounts that may become due and owing by The Renter to The Company arising from this Agreement.
- 27.12 The Renter hereby consents and authorises The Company or its nominated representative to undertake any enquiry The Company deems fit about The Renters credit and or criminal record with any credit bureau, credit agency and/ or other third parties to confirm details of The Renter as and when the need arises.
- 27.13 The Renter further permits The Company to report payment default(s) in terms of this Agreement to any credit bureau in conformance with the National Credit Act 34 of 2005. The Company will not accept liability for any losses incurred as result of such adverse listing.

Renter Initials: \_\_\_\_\_

The signatory below confirms that they have read and understood The Terms and Conditions contained herein and accordingly binds themselves to this agreement and authorises The Company to charge their credit or debit card for all costs due to The Company in terms of this agreement.

SIGNED AT: \_\_\_\_\_ ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

\_\_\_\_\_

RENTER’S NAME:

RENTER’S ID/PASSPORT NUMBER:

Renter Initials: \_\_\_\_\_