



**Rental Agreement**  
**Terms and Conditions**

Renter agrees to all terms and conditions contained in this agreement. For all of the provisions herein, the term "Renter" shall include any and all additional drivers. The "Company" is Hamiltons Estate Agency cc t/a Calibre Cars.

**1. AUTHORISED DRIVERS:** In addition to the named Renter, the Vehicle may be driven only: (a) with the permission of the Company; (b) by an additional driver who is named in this Agreement; (c) who has signed this rental agreement; (d) who is at least 30 years of age; and (e) who holds a valid driver's license. **ALL OTHER DRIVERS ARE UNAUTHORISED AND ARE PROHIBITED FROM OPERATING THE VEHICLE.**

**2. VEHICLE:** The Vehicle, which includes tyres, rims, tools, equipment, accessories, keys and vehicle documents does not belong to the Renter but is delivered to Renter for rental purposes only and in good operating condition. Renter agrees to inspect the Vehicle before taking possession to insure the Vehicle is in good condition with no apparent defects. Renter must notify Company immediately concerning any problem or defects in the Vehicle. Renter will not operate the vehicle if it is damaged or in need of repair and Renter will be responsible for all damage to the Vehicle resulting from such use. **THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY VEHICLE COVERED BY THIS AGREEMENT.**

**3. VEHICLE RETURN:** On the due date or sooner upon demand, Renter will return the Vehicle in the same operating condition as rented. If it (a) is not returned on the date and time which it is due back; (b) is illegally parked; (c) is used in violation of the law or of this Agreement; (d) is or appears to be abandoned, or (e) if Renter gives false or misleading information at the time of rental, Company shall have the right to repossess the Vehicle at any time, without notice to the Renter. All charges for the repossession will be Renter's responsibility.

**4. RENTAL CHARGES; CREDIT CARD:** Renter will pay on demand the rental rate, taxes, and other charges of this Agreement and for all other items for which Renter is responsible. Renter will pay interest at the highest rate permitted by the law on any past due charges and will also pay any collection costs, including reasonable attorney's (attorney and own client's fee) fees and all court costs. Renter authorises Company to charge Renter for the pre-calculated charges, and upon return of the Vehicle for any fines, fuel charges, or other fees and expenses for which Renter is responsible under this Agreement.

**5. RESPONSIBILITY FOR LOSS OR DAMAGE:** Renter is liable for all damage to or loss of the vehicle based on repair costs or estimated repair costs, and at Company's option, diminished value of the rental vehicle as determined by Company, plus towing, impound fees, loss of use (regardless of fleet utilisation) and administrative charges, regardless of whom is at fault for causing the damage or loss. Any limitation of Renter's responsibility must be specifically set forth within this Agreement or as provided by law. If Company elects not to repair the Vehicle because the damages are severe, Renter will pay Company retail value of the Vehicle before it was damaged, plus administrative charges and the cost of collection, including attorney's fees, less any amount Company receives for selling the vehicle. Renter will be responsible for unauthorised repairs; Company will not reimburse Renter for authorised repairs. Renter also agrees to pay for the reasonable cost to clean Vehicle returned excessively dirty. Tyre chains are prohibited.

**6. THEFT OF VEHICLE; REPORTING TO POLICE:** Renter is responsible for all loss due to the theft of the vehicle and all damage due to vandalism that occurs in connection with a theft, if Renter fails to exercise care while in possession of the Vehicle. Failing to safe-guard the keys to the Vehicle or allowing a person who is not an Authorised driver to use the Vehicle is not an exercise of care, but a wilful and reckless act and a breach of this agreement. Renter must report all accidents involving the Vehicle, or theft of the Vehicle, or vandalism to the Company within 4 hours of occurrence, and to the police as soon as Renter discovers them.

**7. LIABILITY FOR DAMAGE OR INJURY TO OTHERS; INDEMNIFICATION:** Renter is primarily responsible for all damage and loss caused to third parties by the operation of the Vehicle. Renter agrees to provide automobile liability comprehensive and collision insurance which covers Renter, the Company and the rented vehicle, with at least the minimum liability and property damage coverage. To the fullest extent permitted by law, Renter agrees to indemnify and hold Company, its agents, employees and affiliates, harmless from any and all claims, losses, expenses and damages, including reasonable attorney's fees, for injury, loss of life or damage to persons or property of any kind or nature whatsoever (including death resulting from such injury), caused by, resulting from, arising out of, or occurring in connection with the rental of the vehicle pursuant to this Agreement.

**8. REJECTION OF UNINSURED/UNDERINSURED MOTORIST PROTECTION:** Company is permissively uninsured. No insurance coverages are provided to Renter by this agreement unless separately purchased at the time of rental. EXCEPT TO THE EXTENT PROVIDED IN ANY OPTIONAL INSURANCE PRODUCT THAT YOU SELECT AND PAY COMPANY FOR, YOU REJECT COVERAGE UNDER THIS AGREEMENT AND ANY POLICY OF INSURANCE OR SELF-INSURANCE ISSUED UNDER THIS AGREEMENT, FOR YOURSELF AND ALL OTHER PASSENGERS IN THE VEHICLE

**9. USE RESTRICTIONS:** Renter will operate the Vehicle in a safe and prudent manner. Vehicle will not be used by anyone (a) who is not an authorised in the rental agreement and a licensed driver, and; (b) who obtains the Vehicle with fraudulent, misleading, or false information, (c) using the Vehicle for commercial hire or to push or tow anything; (d) while used in connection with conduct that could be properly charged as a crime; (d) while involved in a speed test or contest or in driver training activity;(e) in a wilful, intentional, or reckless manner; (f) operating the vehicle on an unpaved road if the damage or loss is a direct result of the road or driving conditions; (g) operating the vehicle under the influence of drugs or alcohol in violation of the law; (h) operates the Vehicle outside of the province of Gauteng without written permission in this Agreement (i) who operates the vehicle when further use of the Vehicle would cause it damage (such as warning light, flat tyre, steam rising from engine, unusual noise).

**10. RENTER RESPONSIBLE FOR PROPERTY:** Renter is solely responsible for any property left or stored in the Vehicle or anywhere at the renting location (if applicable), no matter who received, stored or handled the property.

**11. MISCELLANEOUS:** Renter will pay all costs incurred by Company and will defend and indemnify Company from all claims, demands and lawsuits resulting from (a) operation of the Vehicle; (b) any action by Company to secure the return of the Vehicle or otherwise enforce the terms of the Agreement; (c) any action against the Company resulting from a breach of this Agreement; and (d) the issuance of a warrant for the arrest of Renter or any person operating the Vehicle. This contract shall be construed and governed by the laws of South Africa. Renter agrees that any legal proceeding arising from the rental must be filed in the Province where this Agreement was entered into. The parties hereto agree to the jurisdiction of the Randburg Magistrates Court even though the sum in possible dispute exceeds the value permitted by the Magistrates Court. If any provision of this Agreement is determined to be invalid or unenforceable, it shall not affect any other provision hereof and this contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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

Rental Agent : \_\_\_\_\_

Date:\_\_\_\_\_