

## VEHICLE RENTAL AGREEMENT

entered into between:

Name: \_\_\_\_\_

Registration number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(hereinafter "the Owner")

And

Full Names: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Address: \_\_\_\_\_

(hereinafter "the Renter")

### GENERAL:

#### 1. DESCRIPTION OF VEHICLE:

Make and Model: \_\_\_\_\_

\_\_\_\_\_

Engine No. \_\_\_\_\_

Chassis No. \_\_\_\_\_

Year of Registration: \_\_\_\_\_

Registration No. \_\_\_\_\_

(hereinafter referred to as "the vehicle")

#### 2. DURATION OF RENTAL:

From \_\_\_\_\_ (hereinafter  
"commencement date") to

\_\_\_\_\_ (hereinafter the

"expiry date"), therefore amounting to \_\_\_\_\_

days in total.

#### 3. AMOUNT PAYABLE ON DELIVERY:

R1000.00 per day (incl fuel use) x \_\_\_\_\_ days =

R \_\_\_\_\_.

(hereinafter "the rental amount").

R \_\_\_\_\_ shall be payable by the  
Renter, as a security deposit.

(hereinafter the "deposit")

#### 4. AUTHORISED DRIVER(S):

4.1. FULL NAMES: \_\_\_\_\_

ID No/PASSPORT No: \_\_\_\_\_

\_\_\_\_\_  
 DRIVERS LICENSE No: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

4.2. FULL NAMES: \_\_\_\_\_

ID No/PASSPORT No:  
 \_\_\_\_\_

DRIVERS LICENSE No: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

#### 5. TRAVEL LIMITATION:

- 5.1 The Renter acknowledges and agrees that the vehicle may only be used on Mabalingwe's Game Resort (hereinafter the "premises").
- 5.2 The Renter agrees that the vehicle is strictly for Game Viewing purposes **only** and may not be used to shuttle or taxi persons from one lodge to another or used for sole transport whilst in the reserve.
- 5.3 The Renter acknowledges and agrees that the vehicle may only be used on the premises and only on the designated and marked roads for members of the public.
- 5.4 The Renter acknowledges and agrees that night drives, or any drives after 18:00pm shall be strictly prohibited in absence of authorized Mabalingwe guides.

#### TERMS AND CONDITIONS:

##### 6. DEFINITIONS AND INTERPRETATION:

- 6.1 In this Agreement :-
  - 6.1.1 Clause headings are for the purposes of convenience and reference only and shall not be used in the interpretation of any of the provisions of this Agreement;
  - 6.1.2 Any reference to :-
    - 6.1.2.1 one gender shall include the other gender;
    - 6.1.2.2 the singular shall include the plural and vice versa;
    - 6.1.2.3 a natural person shall include juristic persons and vice versa;
  - 6.1.3 where an expression has been defined (whether in 6.2 below or elsewhere in this Agreement) and such definition contains a provision conferring rights or imposing obligations on any party, effect shall be given to that provision as if it were a substantive provision contained in the body of this Agreement;
  - 6.1.4 words and/or expressions defined in this Agreement shall, unless the application of such word and/or expression is specifically limited to that clause, bear the meaning so assigned to it;
  - 6.1.5. the *contra proferentem* rule shall not apply and accordingly, none of the provisions hereof shall be construed against or interpreted to the disadvantage of the party responsible for the drafting or preparation of such provision;
  - 6.1.6 unless specifically provided to the contrary, all amounts referred to in this Agreement are inclusive of value added tax;
- 6.2 In this Agreement, unless clearly inconsistent with or otherwise indicated

by the context, with cognate expressions having corresponding meanings:

- 6.2.1 "Agreement" or "this Agreement" means this Vehicle Rental Agreement concluded between the Rentor and the Renter;
- 6.2.2 "Commencement Date" shall mean, notwithstanding the signature date of this agreement, the date as agreed in terms of clause 2 above.
- 6.2.3 "Early Termination" means the termination of the Agreement for those reasons in paragraph 17;
- 6.2.4 "Road Traffic Laws" means the National Road Traffic Act No 93 of 1996 and any supplementary or replacement legislation together with all applicable provincial and municipal road traffic by-laws and regulations;
- 6.2.5 "Vehicle" means the motor Vehicle described in Paragraph 1 hereto.
- 6.2.6 "Premises" means the Lodge and the adjoining Game Reserve.
- 6.2.7 "Rental period" means the period from date of delivery to expiry date.
- 6.2.8 A "day" meaning from 5h00 in the morning until 18h00 in the evening.
- 6.2.9 "Owner" shall include its agents, employees and authorised representatives.

## 7. DURATION

This Agreement shall be deemed to have commenced on commencement date, and shall remain in force until the Expiry Date as reflected in paragraph 2.

## 8. PAYMENT OF RENTALS

The rental amount may be:

- 8.1 Paid in cash on date the commencement date;
- 8.2 Added to the renter's Lodge bill.

## 9. RISK OF LOSS OR DAMAGE:

- 9.1 The renter will be held responsible for all damages to the vehicle including, but not limited to, damaged rims or tires as a result of his/her intentional and/or negligent driving, and/or any damage caused by a Third Party.
- 9.2 In case of a breakdown of vehicle or emergency the Owner, or elected contact person shall be contacted at the following numbers:  
Agent:  
\_\_\_\_\_  
Ops room:  
\_\_\_\_\_.
- Transport will be arranged to take the renter back to home base.
- 9.3 The vehicle may not be towed unless with consent and instruction from the agent or owners.
- 9.4 On mechanical non-availability of the vehicle due to breakdown, the Lodge management and/or the Owner will not be responsible to provide a replacement vehicle. The Lodge management and/or the Owner use their best endeavors to accommodate the renter with a replacement vehicle, but same shall be subject to availability. In the event that the Owner is unable to provide the

Renter with a replacement vehicle, the Owner shall refund the renter for the days the vehicle is not available.

9.5 The Renter acknowledges and agrees that the vehicle is subject to availability and does not form part of the Lodge's rental package.

9.6 The Renter by accepting the Vehicle acknowledges having inspected the Vehicle and receiving the Vehicle in a good and roadworthy condition, free of any obvious defects or damage.

## 10. OWNERSHIP

10.1 The Ownership shall at all times remain with the owner of the Vehicle.

10.2 The Renter shall not remove the vehicle from the Owner's premises without authorisation, or for any other use as provided in this agreement, on any other day(s) and/or time as provided in terms of this agreement.

10.3 It is recorded that this Agreement is a rental agreement only and as such the Renter will under no circumstance assume ownership of the Vehicle.

## 11. USE AND ENJOYMENT OF VEHICLE:

11.1 The renter shall not drive or allow the Vehicle to be driven recklessly and and/or negligently or in contravention of any road or traffic regulations;

11.2 The renter shall not convey any materials or articles in the Vehicle which may cause damage to its upholstery or any other part of the Vehicle;

11.3 The renter shall not drive or permit any other person to drive the Vehicle whilst under the influence of alcohol, strong medication or any unlawful drugs;

11.4 The renter shall not permit any unauthorised person to drive the Vehicle during the period of this Agreement;

11.5 The Renter shall at all times exercise due care, to the extent that the Renter will take all reasonable precautions to safeguard the Vehicle against any loss, harm or damage.

11.6 The Renter shall ensure that:-

11.6.1 whenever the Vehicle is left parked or unattended, all doors and windows are locked and the keys to the Vehicle are in his/her possession.

11.6.2 he/she shall adhere to demarcated speed limits (main roads 40km/h and Game viewing and camp roads 20 km/h), demarcated road routes and rules of the Mabalingwe reserve;

11.6.3 he/she shall be courteous and respectful to nature and other road users whilst driving the vehicle.

11.7 The vehicle is provided to the renter for self-drive purposes.

11.8 The renter shall provide, on day of booking, a valid copy of a Driver's license for the person who will be the responsible person and sole nominated driver of the Game view vehicle.

11.10 No off road or 4x4 driving routes, private and/or no access roads are permitted.

11.11 Adherence to road rules and Speed trapping is enforced within the reserve.

11.12 Under no circumstances is the vehicle allowed on public roads or to leave the premises of the reserve.

11.13 Littering and excessive noise is not permitted on game drives.

**12. COLLISION DAMAGE, THEFT OR TOTAL LOSS**

- 12.1 The Renter shall immediately notify the Owner of any accident in which the Vehicle has been involved or of any theft of the Vehicle;
- 12.2 The renter shall obtain the name and contact details of all parties involved in the accident and any witnesses to the accident;
- 12.3 The Owner shall not acknowledge responsibility or liability for the accident or release any party from any potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimed liability.
- 12.4 The vehicle may not be towed without the Owner's consent and/or instruction.

**13. FINES AND PENALTIES**

The Renter shall be responsible for fines and penalties imposed during the rental period and as a result of the conduct of the Renter whilst using the vehicle.

**14. LIABILITY WAIVER**

- 14.1. The Owner, its employees and/or agents and the Lodge/Mabalingwe's Board, employees and/or agents accepts no liability whatsoever for any theft of goods, damage or injury, loss of life suffered by the renter and/or his/her guests travelling in the vehicle or harm or damage or loss suffered by any third party which harm or damage or loss is caused whilst the renter uses the vehicle.
- 14.2 The renter herewith indemnifies and holds harmless the Owner, its employees and/or agents and the

Lodge/Mabalingwe's Board, employees and/or agents from any legal action and/or claim of whichever nature which may arise from any injury, damage and/or loss contemplated in para 13.1 above.

**15. INSURANCE:**

- 15.1 The Owner warrants that the Vehicle is covered under an insurance policy;
- 15.2 The Renter shall be responsible for any damage or loss, to the vehicle where a claim is repudiated, for whichever reason, including Third Party damages, under the Owner's Insurance Policy .
- 15.3 The Renter shall be responsible for any excess amount payable to the Owner's insurance company for loss or damage which occurred to the Vehicle during the rental period.

**16. RETURN OF THE VEHICLE**

At the conclusion of the rental period or upon its termination for any reason:

- 16.1 the Renter shall return the Vehicle to the Owner, together with the keys, accessories, instruction books (if any), in materially the same condition as when the vehicle was delivered;
- 16.2 In the event that the Renter is for whatever reason not able to return the vehicle's keys, or it appears that the vehicle had been damaged or had been involved in an accident, the Owner will be entitled to withhold the Renter's deposit, in order to settle any amounts, including but not limited to, key replacement costs or excess payments.
  - 16.2.1 The Owner shall be entitled to keep the deposit until the damages have been established, and it may use the

deposit amount for actual damages suffered.

- 16.2.2 If the damages amount to less than what the Owner has as a deposit, the Owner shall refund the Renter the remainder of the deposit.
- 16.2.3 If the damages amount to more than what the Owner has as a deposit, then the Renter agrees to repay the Owner any amounts due in order to replace and or repair any damages caused by the Renter.
- 16.2 The Owner and/or any of its authorised agents/employees shall conduct an inspection of the Vehicle upon its return to establish if the vehicle is in good order;
- 16.3 Upon return of the vehicle, it is expected of the renter to have cleaned and removed any litter and bottles from the vehicle and leave it in a clean state for the following guests or alternatively a cleaning fee of R300 will be deducted from the Lodge's breakage deposits.
- 16.4 The Vehicle must be returned promptly upon the Expiry Date in terms of paragraph 2. Where the Vehicle is not returned on the expiry date the Owner shall be entitled to charge the Renter an additional day's rental.

## **17. THE NATIONAL CREDIT ACT**

The provisions of the National Credit Act No 24 of 2005 does not apply to the transaction recorded in this Agreement.

## **18. EARLY TERMINATION**

In the event of early termination of the rental period, for whichever reason, the renter shall be refunded for the days which the vehicle was not

used, calculated from the first day after termination notice was given.

## **19. WARRANTIES**

- 19.1 The Renter warrants:
  - 19.1.1 That a full disclosure of all material facts has been made which would have enabled the Owner to make an informed decision when concluding this Agreement;
  - 19.1.2 That the nominated driver has a valid and current driver's license which has not, in the 12 months preceding the Delivery Date, been revoked, suspended or endorsed;
- 19.2 The Owner warrants:
  - 19.2.1 That the vehicle, to the best of its knowledge will be provided in a maintained and reliable condition for rental.

## **20. BREACH**

- 20.1 In the event that the Renter has made any misrepresentation to the Owner relating to any provision of this Agreement or breaches any material terms of the Agreement the Owner shall be entitled, without prejudice to any other rights it may have, to terminate this Agreement forthwith and may thereafter retrieve the vehicle and recover all outstanding rentals due in terms of this Agreement, all of which shall become immediately due and payable in full in the event of such breach, and any cancellation by the Owner in terms of a breach caused by the Renter shall be without prejudice to any claim for damages that the Owner may have against the Renter.

## **21. ADDRESSES AND NOTICES**

For the purpose of this Agreement, including the giving of notices in terms hereof and the serving of legal process, the parties choose *domicilium citandi et executandi* (“*domicilium*”) as indicated in the citation of the parties above.

**22. GENERAL**

- 22.1 This Agreement constitutes the whole Agreement between the parties relating to the subject matter hereof.
- 22.2 No amendment or consensual cancellation of this Agreement or any provision or term thereof or of any Agreement or other document issued or executed pursuant to or in terms of this Agreement and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement or of any Agreement or other document issued pursuant to or in terms of this Agreement shall be binding unless

recorded in a written document signed by the parties.

- 22.3 Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 22.4 The parties hereby consent to the jurisdiction of the Magistrate’s Court in respect of any and all proceedings arising under or by virtue of this Agreement.

**23. ACKNOWLEDGEMENT**

The Renter acknowledges that he/she has read and understands the terms and conditions of this Agreement and has no objection thereto.

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
For and on behalf of: The Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Renter

\_\_\_\_\_  
Witness