

Terms And Conditions

This Rental Agreement is between the Renter on the one hand and Royal Car Hire (Proprietary) Limited trading as Royal Car Hire (hereinafter referred to as “**Royal**”) on the other hand.

TERMS & CONDITIONS

1. RENTAL REQUIREMENTS AND PAYMENT

At the time of rental the following must be provided:

- 1.1 Royal approved method of payment or credit card.
- 1.2 Full names; residential, postal and physical addresses; and telephone number.
- 1.3 Local contact details.
- 1.4 A valid, original Driver’s Licence and original passport or identity document

2. GENERAL

2.1 ‘**Rental Agreement**’ refers to these Terms and Conditions read together with the information specified in the Schedule hereto. In the event of conflict between these Terms and Conditions and the information specified in the Schedule, these Terms and Conditions shall prevail.

2.2 ‘**Renter**’ refers to any party to this agreement other than Royal whether the driver, additional driver, authorised signatory or qualified payer.

2.3 Vehicles are rented subject to Royal’s standard terms and conditions as reflected herein.

2.4 Please refer to the Royal website www.royalcarhire.co.za for all fees, waiver responsibility / limited liability amounts and applicable levies /charges.

2.5 Daily rates are calculated strictly in cycles of 24(twenty four) hours, from time of pick up to time of drop off.

2.6 Should a vehicle require valet cleaning, the valet charges will be billed directly to the Renter’s credit card and /or account.

2.7 The Renter is liable for any towing, storage, release, glass, tyres, rims, water and under-carriage damage to vehicle

3. DRIVING REQUIREMENTS

3.1 Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver’s licence in their possession.

3.2 Driver/s must have obtained their licence at least two years prior to renting a vehicle with Royal.

4. YOUNG /ADDITIONAL DRIVER & ADMINISTRATION FEE

4.1 An additional fee will be charged for an additional driver or a younger driver (under the age of 23), provided that they are in possession of a valid, unendorsed driver’s licence for a minimum of two years.

4.2 An administration fee, airport surcharge, remote branch surcharge and tourism levy per rental will be charged directly to the Renter at the time of rental

5. COLLISION DAMAGE/THEFT WAIVERS

5.1.1 Standard waiver and Super waiver options are available for the reduction of liability in the event of loss, theft and/or damage to the vehicle.

5.1.2 The Renter will be responsible for the full replacement value of the vehicle, should theft/loss/damage be caused due to wrong and/or illegal actions or omissions (see 6 below for a detailed list of factors that negate the waivers) or if waivers were declined.

5.1.3 The Renter is responsible for double the limited liability amount applicable (subject to group of vehicle), where the vehicle has been written off.

5.1.4 A claim handling and assessment fee will be applied and charged to the Renter's credit card or account, in the event of damage/loss/theft of the vehicle.

5.1.5 The renter will be liable for limited liability based on the waiver option as per the table below. Please note that unless specifically agreed in writing, the applicable waiver is the standard waiver.

Car Group	Standard Waiver	Super Waiver
A	9,000	1,800
T	11,000	2,000
B	15,000	3,000
C	16,500	3,500
D	18,000	3,800
G	18,000	3,800
F	23,000	4,500
H	32,500	6,500
O	32,000	6,500
V	24,500	4,900
X	12,000	5,500
Y	13,000	6,000
W	31,000	7,800
S	24,000	4,700
U	33,000	6,600
E	30,000	7,500
Z	33,000	8,250
L	35,090	9,075

5.2 TYRES & WINDSCREEN WAIVER

5.2.1 By accepting Tyre and Windscreen waiver, the Renter will be absolved of any liability or cost relating to either the repairing or replacing of tyres and/or windscreen on the vehicle should they be damaged by circumstances beyond the Renter's control. If this waiver is declined, the Renter will be liable for the full amount of repairing or replacing the damaged tyre/s and/or windscreen. Tyres exclude rims.

5.3 UNDERCARRIAGE / GLASS:

5.3.1 Notwithstanding the above clauses, where damage is caused to the undercarriage and/or glass of the vehicle, an assigned expert shall assess the damage so caused and the expert shall be entitled in his expert opinion based on the merits of the claim, to exclude such damage from the waivers.

6. FACTORS THAT NEGATE WAIVERS

6.1 Any wrong and/or illegal actions or failure to act which results in damage or loss.

6.2 Driving under the influence of alcohol or substances that diminish your capacity.

6.3 Unauthorised persons driving the vehicle.

6.4 Taking the vehicle across any border without authorization.

6.5 Not adhering to traffic, road and driving regulations.

6.6 Unsuitable driving or road conditions.

6.7 No other vehicles or third party involved in a collision unless exceptional circumstances apply.

6.8 Not reporting the collision to Royal and the nearest Police Station within 24 hours.

6.9 Failure to obtain authorisation from Royal and effect payment for the extension of the contracted rental period.

- 6.10 Failure to report the theft of a vehicle to Royal and a Police Station within 6 hours of the event.
- 6.11 Failure to produce the vehicle keys in the case of theft unless exceptional circumstances apply.
- 6.12 Failure to report the exact details of the last known location of the vehicle prior to theft.
- 6.13 Not using the vehicle for its intended purpose, for example carrying unlawful goods
- 6.14 Using the vehicle for agricultural purposes without prior authorization.

7. DAMAGE/THEFT/LOSS

- 7.1 The Renter is required to contact Royal immediately in the event of theft, loss or damage and a full report must be made to the nearest Police Station within 24 hours where an accident has occurred and within 6 hours in the case of loss/theft. A Police Services Case Reference number must be obtained from the Police Station.
- 7.2 An Incident Report must be completed; these are obtainable from any Royal branch or the Royal website.
- 7.3 Where the vehicle is not drivable, phone Royal Call Centre and an authorised towing company will be appointed to tow the vehicle.
- 7.4 Royal reserves the right to provide a replacement vehicle.
- 7.5 Personal belongings stolen or lost during an incident are not covered. Personal baggage insurance can be purchased prior to rental.

8. THIRD PARTY CLAIMS

- 8.1 Should the Renter be involved in an accident where the fault was not that of the Renter, the Renter is still responsible and liable for the non-waiverable limited liability until a third party recovery has been made by Royal. Royal will reimburse the Renter the amount paid less the claim handling fee.
- 8.2 If the damage and loss waivers are accepted and no factors apply to negate the waivers then Royal shall settle third party claims as follows: The Renter is liable for the first R15,000 (fifteen thousand rand) of the claim where after Royal will settle the difference. This settlement is further limited to direct damage caused and excludes consequential loss.

9. TRAFFIC FINES & TOLLING FEES

- 9.1 Should the Renter disobey traffic regulations which results in a fine, such amounts will be directed to the Renter and the Renter will be charged a fine handling fee in addition to the fine.
- 9.2 All toll fees charged during the rental period will be directed to the Renter.

10. PERSONAL ACCIDENT/PERSONAL BAGGAGE INSURANCE.

- 10.1 All claims and liability relating to this cover are directed via a nominated insurance company, the identity of which will be advised to the Renter. The responsibility rests on the Renter to read and understand the cover offered in the brochure and accept or decline this insurance based on the information provided. Royal merely acts as an agent offering the cover for a third party, and has no knowledge or understanding to be able to give advice on the product.

11. CROSS BORDER TRAVELLING, FEES & LIMITED LIABILITY

11.1 A letter of authorisation must be requested from Royal at the time of reservation for all cross border travelling.

11.2 Royal will not be held responsible if a Renter is refused entry into another country.

11.3 All foreign registered vehicles will have to pay a Cross Border Charge at the Border. The Renter is responsible for the payment of the Cross Border Charge.

11.4 Vehicles are only permitted into Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe.

11.5 A one way cross border fee will be levied for one way rentals.

11.6 A non-refundable fee will be levied by Royal for vehicles crossing the border and is payable directly by the Renter.

11.7 A DA331 form will be issued by the Border Authority and must be kept in the vehicle. A penalty fee will be levied if the documentation issued by the Border Authority is not handed to a Royal authorized representative or found in the vehicle at termination of rental.

11.8 An additional fee will be levied should an accident/theft occur outside the borders of South Africa (i.e. Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe), and a full repatriation fee will be levied for vehicles in Malawi, Mozambique, Zambia and Zimbabwe.

12. DELIVERY & COLLECTION

12.1 NOTE: any toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge

12.2 The Renter shall take delivery of the vehicle at the place specified on the Rental Agreement. The Renter shall have no claim against Royal if the vehicle is not available for delivery, other than a refund of any amount paid or pro rata thereof.

12.3 Where delivery takes place outside of the place and time specified, the Renter's acceptance of delivery shall not constitute the delivery as being unsolicited.

12.4 On the return date the Renter shall return the vehicle at Renter's risk and expense to Royal at the place specified in the Rental Agreement and the keys must be handed to a Royal authorized representative and the vehicle be parked in a designated parking bay and locked. The vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear accepted.

12.5 The vehicle shall be at the Renter's sole risk from the date of delivery up and until the vehicle is returned to Royal.

12.6 By the Renter's signature hereto the Renter acknowledges that the vehicle is delivered by Royal free of any damage whatsoever and in good order and repair unless such damage is recorded in writing and signed by both parties on the Rental Agreement or on the vehicle condition document.

12.7 In the event of the vehicle's keys being placed in a drop-off safe as a result of the designated return location being closed, then the parked vehicle shall be at Renter's sole risk of loss or damage until Royal has recorded the return thereof.

12.8 Failure to return the vehicle in terms of this agreement shall constitute illegal possession by Renter and Royal may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof.

13. OPTIONAL ACCESSORIES

13.1 These are available on request at the time of reservation or rental and any fees or applicable limited liability amount will be charged to the Renter at the time of rental.

13.2 In the interest of safety Royal representatives will not fit any accessories for the Renter; the Renter is responsible for the fitting of any accessory rented.

14. DEPOSITS – LIMITED LIABILITY & FUEL

14.1 A deposit for the applicable limited liability, fuel, toll fees or any sundry fees is required on initiation of the rental. The Renter must be in possession of a credit card irrespective of product selection. If the Renter is not a human being (e.g. if the Renter is a juristic person) and it does not have a credit card, Royal shall consider alternative arrangements.

14.2 Each vehicle is refuelled on termination if the Renter has not filled the fuel tank on termination and the Renter may be liable for an additional refuelling charge.

15. EXTENSION OF RENTAL

15.1 If the Renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Royal. Failure to do so will result in breach of all terms and conditions and Royal will immediately negate all waivers.

15.2 Additional rental days will be charged directly to the Renter's account or credit card at the prescribed rate.

16. EXEMPTION

16.1 Unless any wrongdoing can be proven against/ attributed to Royal, its agents or employees, Royal shall not be liable for any damage or loss, whether direct or indirect,

arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use thereof, nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Royal does not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Royal.

17. LEGALITIES

17.1 All notices and legal processes in terms hereof shall be given to the Renter at the address set out in the Rental Agreement (Renter's chosen legal address). Any notice posted to Renter shall be deemed to be received 7 days after posting, unless the Renter proves the contrary, and to Royal at their registered legal address: 9 Allan Road, Bordeaux, Randburg, Johannesburg, South Africa.

17.2 The Renter consents to the geographic area of the Magistrate's Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice Royal in respect of their right to proceed in any court of competent authority.

17.3 The English version of this agreement will prevail in the event of a dispute.

17.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by the Renter and Royal.

17.5 Royal may claim and recover from Renter on demand all costs and expenses incurred by Royal in consequence, directly or indirectly, of any breach by Renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing Renter or the vehicle.

17.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity thereof.

17.7 This agreement shall be governed by the laws of the Republic of South Africa.

17.8 It is envisaged that a proprietary limited company will be established (or a shelf company bought) with a view to carry on the business and operations of Royal, whereupon the rights and obligations of Royal under this Rental Agreement shall be taken over by the new company and the Renter shall continue to be bound by the Rental Agreement as if no such change had occurred.

17.9 By the Renter's signature hereto, the Renter accepts all the charges charged by Royal in terms of this agreement, including any charges relating to loss and damage to the vehicle.

17.10 By Renter's signature hereto, Renter hereby authorizes Royal to conduct ITC checks or any other checks required by law on Renter, if necessary.

SCHEDULE

A. RENTER DETAILS

Name: _____

Street Address: _____

Postal Address: _____

B. TYPE(S) OF MOTOR VEHICLE(S) TO BE RENTED

Group A (Kia Picanto or similar); Group B (Toyota Yaris sedan or similar); Group C (Toyota Corolla or similar); Group E (Hyundai H1 or similar); Group G (VW Polo or similar); Group O (Mercedes Benz C Class or similar); Group T (Chevrolet bakkie or similar); Group Z (Toyota Quantum or similar).

C. FREQUENCY/DURATION:

Specific duration to be indicated at the time of collection of the vehicle.

D. RATES:

Group A: R380; Group B: R420; Group C: R490; Group E: R1,266; Group G: R402; Group O: R936; Group T: R370; Group Z: R1,500.

These daily rates include 200 kilometre allowance per day. These rates are subject to revision every six months and more details about these rates and associated charges are available on the Royal website.

E. COLLECTION AND PICKUP

Vehicles will be collected from: Royal's offices

Vehicles will be returned to: Royal's offices

Alternative arrangements may be made in respect of collection or return of vehicles

I hereby accept to hire the specified vehicle(s) on the terms and conditions set out in the Rental Agreement.

Odometer reading on collection: _____

Date: _____ Time: _____

Signature: _____

Name: _____

Place of Signature: _____

Return details: Date: _____ **Time:** _____

Odometer reading on return: _____