



## **ROLLING RENTALS: STANDARD TERMS AND CONDITIONS**

**PLEASE NOTE THAT THESE TERMS AND CONDITIONS LIMIT YOUR RIGHTS AND SHOULD BE READ WITH DUE CARE**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Rental Agreement unless indicated otherwise:

1.1.1 "Aggregate loss" (in relation to a Vehicle or otherwise) shall mean:

(a) damages where the estimated costs of repair are such that the Vehicle is, in the sole and absolute discretion of Rolling, uneconomical to repair in relation to the value of the Vehicle and condition of the Vehicle, as at the date that the damage occurred; or

(b) if the Vehicle is stolen and/or lost, the amount of the Aggregate Loss will be the retail value as reflected in the TransUnion Mead and McGrouther Auto Dealers Guide or if not reflected therein for whatsoever reason, the new list price of the Vehicle, as supplied by the manufacturer, as at the date of loss, less salvage, if any;

1.1.2 "Contract Fee" shall mean a fee levied on the rental of each and every Vehicle to cover Rolling's administration costs;

1.1.3 "Collection Fee" shall mean, where applicable, the fee levied by Rolling to collect the Vehicle from the Renter and as agreed in writing by Rolling;

1.1.4 "Damages" (in relation to the Vehicle or otherwise) shall mean, among other things, the actual expenditure incurred in towing, transporting and/or storing the Vehicle, repairing any damages thereto (including tyre and rim damage), replacing parts or accessories (without allowance for depreciation), remunerating an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by Rolling shall be prima facie proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes the Aggregate Loss where applicable;

1.1.5 "Day" shall mean a period of 24 (twenty-four) hours, or any part thereof, calculated from the time that the Vehicle is signed out as reflected on the Rental Agreement;

1.1.6 "Delivery Fee" shall mean, where applicable, the fee levied by Rolling to deliver the Vehicle to the Renter, as agreed by Rolling in writing;

1.1.7 "Depot" shall mean any location determined by Rolling from which the Vehicle is rented or to which it is delivered, or any other location agreed upon by Rolling in writing;

1.1.8 "Extended Period" shall mean any extension of the Rental Period beyond the agreed return date reflected in the Rental Agreement and authorised by Rolling, in writing;

1.1.9 "Fine Processing fee" shall mean an amount levied by Rolling to the Renter to process any traffic fine/s incurred by the Renter during the Rental Period and/or while the Renter has possession of the Vehicle;

1.1.10 "Incident Processing Fee" shall mean a fee, reflected on the Rental Agreement, charged in all instances where a claim needs to be processed with respect to, among other things, any damage of whatsoever nature, loss of or theft of the Vehicle or otherwise;

1.1.11 "Inexperienced Driver Levy" shall mean the levy charged to the Renter in the instance where the Authorised Driver is 25 (twenty five) years of age or younger;

1.1.12 "Insurance Cover" shall mean the compulsory insurance cover taken out to cover the Vehicle in certain instances and for which the Renter shall be charged a fee; which fee shall reflect on the Rental Agreement. A copy of the insurance contract is available to the Renter upon reasonable request.

1.1.13 "Liability" shall include, but not be limited to, the amounts reflected in the Rental Agreement, or on the rates information brochure, pertaining to the non-waiverable amount chargeable in the event of, among other things, damage, loss and/or theft of the Vehicle or otherwise;

1.1.14 "One Way Fee" shall mean an additional fee to be charged by Rolling to deliver or collect a vehicle, where the vehicle is delivered to or collected from a remote location other than the "Depot".

1.1.15 "Over Border Charges" shall mean the fees and charges levied by, among others, any border post and/or control, where Rolling has given written permission to the Renter to cross any such border and enter another country;

1.1.16 "Rental Agreement" shall mean the Original Rental Agreement, including, but not limited to, the Vehicle Sign Out Sheet, the Claim Form, these standard terms and conditions and any other documents required and issued by Rolling to the Renter who hereby accepts it as a legally binding agreement between the parties;

1.1.17 "Rental Fee Structure" shall mean Rolling's latest rental rates which may be updated from time to time without notice to the Renter and to which the Renter shall be bound;

1.1.18 "Rental Period" means the period between the date the Vehicle is taken by the Renter and the termination date and time as specified on the Rental Agreement and shall include any extended period. If such period is extended then the time and date entered by Rolling on Rolling's records as being the full period that the Vehicle was hired by the Renter shall constitute the Rental Period;

1.1.19 "Rental Rates" shall mean the rates charged to the Renter to hire the Vehicle and shall include, among other things, a calculation based on the distance travelled by the Renter during the Rental Period.

1.1.20 "Renter" shall mean all of the persons, natural or juristic, jointly and severally, whose names appear on the rental agreement, or who appear as signatories to the Rental Agreement, or who are duly authorized tacitly or implicitly by the Renter to drive the Vehicle;

1.1.21 "Rolling" shall mean Rolling Rentals CC, Registration Number 2009/183562/23, a close corporation with juristic personality, duly registered in accordance with the laws of the Republic of South Africa;

1.1.22 "Authorised Driver" shall mean any such persons who are reflected on the Rental Agreement, or who are duly authorized by the Renter to drive the Vehicle;

1.1.23 "Tourism Levy" shall mean a fee levied on a rental in order to support SA Tourism, in specific circumstances by the relevant authority;

1.1.24 "Vehicle" shall mean the motor vehicle and equipment specified in the Rental Agreement including, but not limited to, all keys, tires, tools, equipment, accessories and documents in and on the motor vehicle or equipment when the Renter takes delivery of the motor vehicle or equipment at the Depot or elsewhere, and includes any replacement motor vehicle or equipment which has been officially authorised by Rolling, whether or not such replacement was authorized or approved by the Renter;

1.2 The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.



## **2. RENTAL OF THE VEHICLE**

Rolling rents to the Renter, who takes on hire, the Vehicle subject to these terms and conditions. The Renter will be bound by these terms and conditions, whether he was driving the Vehicle or not, and shall ensure that these terms and conditions are fully communicated to the Authorised Driver/s.

## **3. RENTAL RATES AND CHARGES**

3.1 The Renter agrees to pay Rolling the Rental Rates plus all and any other charges and fees opted for or utilised by the Renter and as reflected on the Rental Agreement up and until the Vehicle is recorded as being returned to Rolling. This shall include, but not be limited to, any and all miscellaneous charges, airport surcharges, Tourism Levy, Incident Administration Fee, Inexperienced Driver Levy, Contract Fee, Traffic Fines, Fine Processing Fee, One Way Fee, Over Border Charges, Delivery Fee, Collection Fee, Insurance Cover, fuel, and/or all taxes due and payable on the Rental Rates, and any other charges and fees applicable to the Rental Agreement entered into by the Renter.

3.2 In determining the Rental Rates, the distance traveled by the Vehicle, where applicable, shall be determined from the Vehicle's odometer and/or the Vehicle's tracking device. If this is not possible for any reason whatsoever, then in Rolling's sole and absolute discretion, calculated on any other fair and reasonable basis and the Renter shall be obliged to furnish all and any such information and assistance as Rolling may reasonably require for that purpose.

3.3 The Renter and/or Authorised Driver shall, in addition to the aforementioned, be liable for all fines, penalties and like expenses, including but not limited to, parking, traffic and other offences, arising out of or concerning the use of the Vehicle or otherwise during the Rental Period and the Renter accordingly hereby indemnifies Rolling against all and any such liability.

3.4 Notwithstanding anything to the contrary contained in this Rental Agreement, Rolling will levy an Inexperienced Driver Levy where the Renter and/or Authorised Driver is 25 (twenty five) years of age or younger and the Renter undertakes to advise Rolling when any Authorised Driver is younger than 25 (twenty-five) years of age at any time during the Rental Period.

## **4. PAYMENT**

4.1 All payments are due on demand, but at latest on expiry of the Rental Period (unless otherwise agreed in writing by Rolling). All charges payable by the Renter to Rolling shall be paid by credit card or in cash on the termination of the Rental Period unless the Renter has a valid account with Rolling and/or Rolling requires all or any of the charges to be prepaid in advance.

4.2 The Renter will not be allowed to set-off or withhold payment of any amounts due in terms of the Rental Agreement for any reason whatsoever.

4.3 The Renter remains liable for payment of all amounts due until Rolling is paid in full by the issuer of the credit and/or debit card, where applicable.

4.4 If Rolling has agreed to accept payment from the Renter by credit card or debit card, as specified on the Rental Agreement, the Renter's signature of the Rental Agreement will constitute authority for Rolling to obtain authorization and/or payment from the signatories bank. The signature will also constitute authority for the issuer of the card to debit him with the total amount due to Rolling (including but not limited to all and any damages and/or loss suffered by Rolling).

4.5 In the event that the Renter returns the Vehicle to Rolling prior to the due date specified on the Rental Agreement, the Renter shall pay, at the sole and absolute discretion of Rolling, either the usual rates and charges applicable to the period and/or kilometers actually used, or the rates and charges as if the full Rental Period and/or kilometers had taken place.

4.6 In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages or the Aggregate Loss as suffered by Rolling is payable by the Renter on demand.

4.7 If any amount is not paid to Rolling on due date for whatsoever reason, Rolling may, without prejudice to any rights it may have, charge interest on the overdue amount at the applicable prescribed legal rate or prime plus 3% (three percent) as charged by First National Bank Limited, whichever is the higher, and in the sole and absolute discretion of Rolling.

4.8 A statement of the Accountant of Rolling as to any amount owed by the Renter to Rolling shall constitute prima facie proof of such amount due and owing.

## **5. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, RENTER AND/OR AUTHORISED DRIVER**

The Renter and every person whose signature appears on the Rental Agreement, including the Authorised Driver/s, and or the corporate client, where such client has an account with Rolling, shall be liable, jointly and severally, for payment of all amounts due to Rolling in terms of or pursuant to the Rental Agreement.

## **6. DELIVERY OF THE VEHICLE**

6.1 Delivery of the Vehicle shall be deemed to take place at the time the Renter and/or Authorised Driver and/or his representative takes possession of the keys and/or the Vehicle at the Depot, or other designated delivery location approved by Rolling in writing.

6.2 The Vehicle shall be deemed to have been delivered / handed over to the Renter in good order and repair and without any damage to, without limitation, the paintwork, upholstery and accessories; unless such damage has been specifically recorded in writing and signed by both parties on the "Vehicle Sign out sheet", which forms part of the Rental Agreement. Any damage not so recorded will be deemed to have occurred during the Rental Period or otherwise and shall be for the sole and absolute account of the Renter.

## **7. USE OF THE VEHICLE**

7.1 The Vehicle may only be utilised for the duration of the Rental Period, including an extended period, if any, where such extended period is approved by Rolling in writing, and is subject to the Vehicle's availability.

7.2 The Renter and/or Authorised Driver agree that any extension so noted on Rolling's records correctly reflect such extended period.

7.3 The Vehicle may only be driven by Driver/s authorized by the Renter in writing during the Rental Period, and the Renter, hereby agrees to ensure that only drivers so appointed as Authorised Drivers, will operate the vehicle during the Rental Period.

7.4 During the Rental Period, the Vehicle may not be used, without limitation, for the conveyance of passengers and / or goods for reward; to propel or tow any other vehicle (including, but not limited to, any caravan or trailer unless authorised by Rolling in writing); to transport goods and/or persons in violation of any customs laws or in any other illegal manner; in any motor sport or similar high risk activity; beyond the borders of South Africa (unless authorised by Rolling in writing); or in any area where there is or may be a risk of incidents of civil unrest, political disturbance or riot or any activity associated with any of the foregoing.

7.5 The Renter and/or Authorised Driver/s shall make adequate and reasonable provision for the safety and security of the Vehicle and, in particular, but without limitation, he shall keep the Vehicle properly locked and secured and immobilised and the burglar alarm, if any, activated and any anti-theft device in the Vehicle properly secured and in place when the Vehicle is not in use.

7.6 The Renter and /or Authorised Driver will make sure that the keys to the Vehicle are under the Renter's and /or Authorised Driver's control at all times.

7.7 Rolling will at all times remain the owner of the Vehicle; despite the Vehicle being in the Renter's and/or Authorised Driver's and/or, in breach of these terms and conditions, third party's possession at any one time.



## **8. THE RENTER / AUTHORISED DRIVER**

8.1 Notwithstanding anything else to the contrary in clause 3.4 above, the Vehicle may not be driven by any person under the age of 21 (twenty-one) years. The Vehicle may furthermore not be driven by any person who, despite their age, has not been in possession of a valid driver's license for at least 24 (twenty four) months.

8.2 The Renter and/or Authorised Driver warrants that at all times the Vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any and all applicable law or regulation or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance and that every Authorised Driver of the Vehicle will have a valid license to drive the Vehicle, will comply with all applicable laws of the Republic of South Africa or otherwise and will comply in all respects with the provisions of this Rental Agreement. Rolling shall be under no obligation to check whether an Authorised Driver is in possession of a valid South African driver's license.

8.3 If the Vehicle is driven by anyone other than an Authorised Driver, then, without derogating from any rights or remedies which Rolling may have, the Renter shall remain liable for all his obligations in terms of the Rental Agreement and in particular, he shall be liable to Rolling as if he had been driving the Vehicle himself (whether noted as an Authorised Driver or not).

8.4 The Renter and/or Authorised Driver warrants that he is entitled and duly authorised to enter into this Agreement, that all particulars given to Rolling and/or recorded on the Rental Agreement are true and correct.

## **9. RETURN OF THE VEHICLE**

9.1 The Renter and/or Authorised Driver shall return the Vehicle, at the Renter's expense, to an authorised representative of Rolling on the agreed return date and at the agreed Depot reflected on the Rental Agreement or otherwise agreed in writing by Rolling.

9.2 The Renter and/or Authorised Driver acknowledges that failure to return the Vehicle in terms of this Agreement shall constitute unlawful possession by him, and Rolling may repossess the Vehicle wherever same may be found and from whomsoever is in possession thereof. Any and all costs incurred in recovering the Vehicle in howsoever manner will be for the sole and absolute account of the Renter.

9.3 Should the Vehicle not be returned as indicated in 9.1 above, any Insurance Cover becomes null and void for the whole of the Rental Period.

9.4 Should the Vehicle not be returned as indicated in 9.1 above, the Vehicle may, at Rolling's discretion, be reported to the relevant authorities as stolen.

9.5 The Vehicle shall be returned to Rolling undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

9.6 When the Renter and/or Authorised Driver returns the Vehicle to any Depot of Rolling and/or any other agreed destination, the Renter shall:

9.6.1 park the Vehicle in Rolling's reserved parking area; and

9.6.2 ensure that the Vehicle is properly locked and secured; and

9.6.3 hand the keys to the Vehicle to an authorised representative of Rolling or, in the event that Rolling's offices are closed, leave the keys in the drop safe box provided thereat.

9.7 The sole risk of loss or damage to the Vehicle will remain vested in the Renter until such time as Rolling has recorded the return of the Vehicle in its books.

## **10. RENTER'S RISKS AND LIABILITIES**

10.1 The sole risk in and to the Vehicle shall rest with the Renter, fair wear and tear excepted, from the moment the key and/or the Vehicle is handed to the Renter and shall continue until such time as the Vehicle and key is returned to Rolling in terms of clause 9 above.

10.2 The Renter shall be liable for all and any damage and/or Aggregate Loss sustained by Rolling and to the Vehicle, howsoever the damage and/or Aggregate Loss is caused and whether or not it is attributable to the Renter's fault or negligence, including but not limited to hail damage.

10.3 The above liability may, in certain circumstances and at the sole and absolute discretion of the insurance company and/or Rolling, be reduced by the Insurance Cover taken out by the Renter.

10.4 The Insurance Cover may cover certain incidents and, where covered, the Renter will only be liable for the amount indicated as the applicable excess; provided there was no breach of any of these conditions or otherwise. Where the insurance company refuses to cover Rolling and/or Renter for any reason whatsoever then in such circumstances the Renter shall be liable for the full loss occasioned by Rolling.

10.5 Rolling, in its sole and absolute discretion, reserves the right, in the event of loss or damage which has occurred in a situation where no physical contact is made with another vehicle or animal or object or person, outside of or on the road surface, charge the Renter either the actual amount of the loss or damage suffered or double the liability amount reflected on the Rental Agreement (notwithstanding the fact that there may be Insurance Cover).

10.6 Should the Vehicle be damaged, stolen and/or lost in a situation where there was a breach of any of these terms and conditions, the Renter will be liable for the Aggregate Loss and/or damage suffered by Rolling.

10.7 Insurance Cover does NOT cover, among other things:

10.7.1 any damage to the glass, tyres and/or rims of the Vehicle;

10.7.2 damage to the undercarriage of the Vehicle;

10.7.3 damage to the Vehicle caused by water;

10.7.4 damage and/or Aggregate Loss sustained to the Vehicle as result of the Renter and/or the Authorised Driver's negligence;

10.7.5 damage and/or Aggregate Loss sustained to the Vehicle whilst the Renter and/or Authorised Driver is in breach of any applicable traffic laws or ordinances;

10.7.6 damage and/or Aggregate Loss sustained to the Vehicle where incidents are not reported as contemplated in clause 11 below;

10.7.7 damage and/or Aggregate Loss sustained to the Vehicle where the incident takes place outside the Republic of South Africa or such other country in which the Vehicle was rented unless prior written authority for the Vehicle to be taken outside the Republic of South Africa or such other country has been obtained;

10.7.8 damage and/or Aggregate Loss sustained to the Vehicle where, at any time, the Vehicle is driven by an unauthorized and unspecified driver;

10.7.9 damage and/or Aggregate Loss sustained to the Vehicle where in the opinion of Rolling, the Vehicle has been driven or used in a manner which prejudices Rolling's interests or rights therein and/or as prohibited in clause 7;

10.7.10 damage and/or Aggregate Loss sustained to the Vehicle where the Authorised Driver was not holding a valid unendorsed drivers license at the time the damage or loss was sustained;

10.7.11 damage and/or Aggregate Loss sustained to the Vehicle where an extension of the Rental Agreement is not authorised by Rolling and where the Rental Period has expired;

10.7.12 damage and/or Aggregate Loss caused as a result of the Vehicle being driven on a road that was not suitable for that Vehicle as determined in the sole discretion of Rolling;

10.7.13 the Vehicle (at the time of damage or Aggregate Loss) was being driven by any person whose blood alcohol concentration exceeded the limit permitted by any applicable law or regulation or whilst under the influence of intoxicating liquor, narcotic drug or similar substance.



10.8 The Renter and/or Authorised Driver is liable for all fines and/or penalties incurred during the Rental Period and hereby authorises Rolling to disclose any information required by a relevant authority to process it.

10.9 Notwithstanding anything in this Agreement, Rolling shall not be obliged to make, institute or proceed with any claim which Rolling may otherwise have had against a third party for the recovery of any loss and/or damage to or in connection with the Vehicle and, accordingly, Rolling shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle any such claim on any terms whatsoever.

## **11. PROCEDURE IN THE EVENT OF AN INCIDENT INVOLVING THE VEHICLE**

11.1 If at any time the Vehicle is damaged, stolen and/or lost, the Renter and/or Authorised Driver shall take every reasonable precaution to safeguard the interests of Rolling including, but without being limited to, the following:

11.1.1 he shall notify Rolling immediately or within 3 (three) hours of becoming aware of the occurrence and shall within 24 (twenty four) hours of the occurrence in question complete and furnish to Rolling Rolling's standard claim form together with a copy of his drivers license;

11.1.2 he will obtain the name(s) and addresses of every person, including witnesses, involved in the occurrence;

11.1.3 he will 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. Should he and/or the Authorised Driver accept any liability whatsoever then he shall be solely liable for all and any consequences arising therefrom;

11.1.4 he will notify the police within 24 (twenty-four) hours of the occurrence in question and furnish Rolling with the official police incident case number;

11.1.5 he will make adequate provision for the safety and security of the Vehicle and will not abandon the Vehicle under any circumstances whatsoever including, but not limited to, releasing the Vehicle to a tow truck service or operator, unless approved by Rolling, in advance and in writing;

11.1.6 he will co-operate with Rolling and its insurer, if any, 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 deposing to an affidavit if he is requested to do so).

11.2 If the Renter is not the Authorised Driver, then, without in any way derogating from the Renter's obligations in terms of this clause 11, the Renter shall procure that the Authorised Driver complies with the provisions of 11.1 and the Renter warrants that the Authorised Driver will do so.

11.3 The Renter shall within 24 (twenty-four) hours of receipt of any notice of claim, demand, summons or the like furnish to Rolling (and if the Renter is not the Authorised Driver, the Renter shall also procure that the Authorised Driver adheres to this provision) any such notice of claim, demand, summons or the like which the Renter and/or the Authorised Driver and/or any other person may receive in connection with the Vehicle or otherwise.

11.4 The Renter and Authorised Driver warrant that the information completed in Rolling's claim form as referred to in 11.1.1 is complete, true and correct in each and every respect.

## **12. CONSEQUENTIAL DAMAGES**

The Renter will be liable where the Vehicle has been damaged, lost and/or stolen, in addition to any other amount provided for in the Rental Agreement, for damages suffered by Rolling in consequence of it being unable to rent the Vehicle to any other customers, actual or otherwise, which damages will be calculated, at Rolling's sole discretion, on the basis of the contracted daily rate stipulated on the Rental Agreement or on the latest Rental Fee Structure plus 100 kilometers per day for the period that the Vehicle was inoperative, limited to a maximum of 30 (thirty) days.

## **13. INDEMNITY OF ROLLING BY THE RENTER**

13.1 Neither Rolling nor any of its directors, members, officers, employees, servants or agents shall be liable for any loss or damage (including, but not limited to, directly or indirectly, any loss or damage to property left or transported in the Vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the Vehicle), whether direct, indirect, consequential or otherwise arising from the rental by the Renter of the Vehicle, including, without limitation, any defect in and/or mechanical failure of the Vehicle (howsoever arising and of whatsoever nature) or the failure of Rolling to detect defects in or mechanical problems with the Vehicle and whether such loss or damage results from breach of contract or delict (including negligence) or otherwise, which may be suffered by the Renter and/or any third party and/or passenger.

13.2 Rolling, its directors, members, officers, employees, servants or agents ("it") are accordingly indemnified by the Renter or his estate against any claim of any nature whatsoever and howsoever arising for any damages or loss which might be instituted against it arising from or connected with or pursuant to the renting of the Vehicle contemplated in these terms and conditions.

## **14. TERMINATION/CANCELLATION OF THE RENTAL AGREEMENT**

14.1 Notwithstanding anything to the contrary contained in the Rental Agreement, Rolling shall be entitled to terminate this Agreement at any time and without any explanation by notice, oral or in writing, to the Renter and/or Authorised Driver, upon which notice the Renter and/or Authorised Driver shall return the Vehicle to Rolling forthwith. In the event of failure to return the Vehicle to Rolling, Rolling shall be entitled at any time to retake possession of the Vehicle, wherever found and from whosoever has possession thereof. The obligations of the Renter and the rights of Rolling under the Rental Agreement shall remain in full force and effect until the Vehicle has been returned to Rolling in terms of the Rental Agreement and the Renter has complied with all his obligations. All and any costs incurred by Rolling in recovering the Vehicle will be for the sole account of the Renter.

## **15. GENERAL**

15.1 This Rental Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and neither party shall be bound by any undertakings, representations, warranties, promises or the like (other than Rolling extending the period of Rental ("Rental Period")) not recorded by Rolling in writing, except as otherwise provided for herein.

15.2 If any provision of the Rental Agreement is found to be invalid or void for any reason whatsoever, such provision will be severed from the remaining provisions, and shall not affect the remainder of the provisions hereof.

15.3 No extension, latitude or other indulgence that may be given or allowed by any party in respect of performance of any obligation in terms of the Rental Agreement, and no delay or forbearance in the enforcement of any right of any party arising from this Rental Agreement, and no single or partial exercise of any right by any party under this Rental Agreement will in any circumstances be construed as implied consent or election by such party or operate as a waiver or a novation of or otherwise affect any party's rights in terms of or arising from this Rental Agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

15.4 The Renter hereby authorises Rolling to unilaterally insert any particulars in the Rental Agreement that are not known or are unavailable at the time of signature hereof.

15.5 This Rental Agreement and all matters or disputes arising there from or incidental thereto shall be governed, construed and interpreted



in accordance with the laws of the Republic of South Africa.

15.6 The Renter consents to the jurisdiction of the Magistrates Court notwithstanding the fact that the any legal action may involve an amount which exceeds the jurisdiction of the Magistrates Court. The Renter agrees, however, that Rolling has the sole and absolute discretion to alternatively institute any action or proceedings in any division of the Regional and/or High Court having jurisdiction.

15.7 The Renter shall not be entitled to cede any of his rights or assign any of his obligations under this Rental Agreement or to rent or part with possession of the Vehicle, its keys, tools or equipment or any part thereof whatsoever, unless otherwise agreed by Rolling in writing.

15.8 If Rolling institutes any legal proceedings against the Renter to enforce any of its rights under this Rental Agreement it shall be entitled to recover from the Renter all the legal costs it incurs on the scale as between attorney and client including, but not limited to, collection commission and tracing agent charges, if any.

15.9 The Renter chooses the address specified in the Rental Agreement as his domicilium citandi et executandi, being the address at which all notices will be sent and at which legal proceedings may be instituted.

15.10 Rolling shall be entitled to carry out a credit check on a Renter with any one or more credit agencies who may retain a record thereof and Rolling shall similarly be entitled to record any default by the Renter with any credit agency. Such records may be made available by the credit agency to third parties, in which case Rolling shall not be held liable/responsible for any repercussions such recording may have on the Renter. The Renter agrees that Rolling may disclose any personal and/or sundry information obtained by it as a result of the conclusion and/ or breach of the Rental Agreement to any person, including any credit bureau.

15.11 The Renter acknowledges that certain Vehicles may be fitted with a vehicle management system which is used, among other instances, to record speed and other information relating to the Vehicle. Rolling shall be entitled to use such information in any manner whatsoever including, but not limited to, any legal proceedings.

15.12 It is recorded that this Rental Agreement shall be limited to a maximum period of 90 (ninety) days and is not subject to further renewal, unless it forms part of a Master Rental Agreement, and is designated as such.

I HAVE READ AND UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS ABOVE, AND IN PARTICULAR THE ITEMS ABOVE MARKED IN BOLD, WHICH HAVE BEEN BROUGHT TO MY ATTENTION.  
(Please TICK this BOX)

RENTER (COMPANY): \_\_\_\_\_

REPRESENTED BY (NAME) \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WHO WARRANTS HIS/HER AUTHORITY