

FUN CAR HIRE

TERMS AND CONDITIONS OF VEHICLE RENTAL CONTRACT

1. UNDERSTANDING OF CONTRACT

1.1. IN THIS AGREEMENT UNLESS OTHERWISE INDICATE

1.1.1. "CLAIMS ADMIN. FEE"; A FEE CHARGED IN ALL CASES WHERE A VEHICLE IS RETURNED TO FUN CAR HIRE DAMAGED, AS INDICATED IN BOX 9;

1.1.2. "DAMAGES"; INCLUDES THE EXPENDITURE IN TOWING, TRANSPORTING AND STORING THE VEHICLE, REPAIRING ANY DAMAGE TO THE VEHICLE (INCLUDING TYRE AND RIM DAMAGE), REPLACING PARTS OR ACCESSORIES, THE COST OF AN EXPERT TO INSPECT THE COLLISION DAMAGE AND REPORT THEREON;

1.1.3. "EXTENDED PERIOD" MEANS; ANY PERIOD SPANNING BEYOND THE DATE IN BOX 8 FOR WHICH THE VEHICLE IS NOT RETURNED TO FUN CAR HIRE WHATEVER REASON;

1.1.4. "EXTRA DRIVERS" REFERS TO PERSON/S OTHER THAN THE LESSEE WHO ARE AUTHORISED TO DRIVE THE VEHICLE AND WHOSE NAME/S APPEAR IN BOX 2;

1.1.5. "FUN CAR HIRE" MEANS; JUST FOR FUN CAR HIRE CC (REG.NO.CK2003/086332/230);

1.1.6. "RENTING LOCATION" MEANS; THE FUN CAR HIRE LOCATION FROM WHICH THE VEHICLE WAS HIRED;

1.1.7. "THE CONTRACT" MEANS; THE LEASE CONTRACT (TO WHICH THESE TERMS AND CONDITIONS HAS BEEN ANNEXED) ISSUED BY FUN CAR HIRE TO THE LESSEE AND SIGNED BY THE LESSEE IN RESPECT OF THE VEHICLE RENTED BY FUN CAR HIRE TO THE LESSEE AND WILL HAVE THE EFFECT OF A LEGAL BINDING CONTRACT BETWEEN THE PARTIES AND SHOULD BE READ WITH THESE STANDARD TERMS AND CONDITIONS;

1.1.8. "THE LESSEE" MEANS; ALL THE PERSON/S, JOINTLY AND SEVERELY WHOSE NAME/S ARE REFLECTED IN BOX 1;

1.1.9. "THE RENTAL PERIOD" MEANS; THE PERIOD FROM THE TIME AND DATE THE LESSEE TAKES POSSESSION OF THE VEHICLE UNTIL ITS RETURN TO FUN CAR HIRE AS INDICATED IN BOX 8;

1.1.10. "THE VEHICLE" MEANS; THE VEHICLE AS DESCRIBED IN BOX 10 (INCLUDING ALL TYRES, EQUIPMENT, TOOLS, ACCESSORIES AND DOCUMENTS IN AND ON THE VEHICLE WHEN THE LESSEE TAKES POSSESSION OF THE VEHICLE) AND INCLUDES ANY REPLACEMENT VEHICLE AUTHORISED BY FUN CAR HIRE WHETHER OR NOT SUCH A REPLACEMENT WAS AUTHORISED BY THE LESSEE;

1.1.11. "TOTAL LOSS" INCLUDES, A) DAMAGE SUCH THAT THE ESTIMATED COST OF REPAIRS, IS IN THE OPINION OF FUN CAR HIRE UNECONOMICAL IN RELATION TO THE VEHICLE AND CONDITION OF THE VEHICLE; OR

B) DAMAGE THAT HAS BEEN DECLARED TO BE A TOTAL LOSS BY FUN CAR HIRE OR ANY EXPERT NOMINATED BY IT;

C) THEFT OR TOTAL LOSS OF THE VEHICLE;

1.1.12. "TRAFFIC FINE ADMIN." MEANS AN AMOUNT LEVIED "INCLUDED IN BOX 9" TO ADMINISTER ANY TRAFFIC FINE/S RECEIVED BY THE LESSEE WHILE RENTING THE VEHICLE;

1.1.13. "ZONE LIMIT" MEANS; THE LIMIT OF 150KM FROM THE RENTING LOCATION.

1.2. THE SINGULAR SHALL INCLUDE THE PLURAL, THE MASCULINE SHALL INCLUDE THE FEMININE, NATURAL PERSONS SHALL INCLUDE LEGAL AND JURISTIC PERSONS AND VICE VERSA.

2. RENTAL

THE LESSEE HIRES THE VEHICLE FROM FUN CAR HIRE, SUBJECT TO THE STANDARD TERMS AND CONDITIONS APPLICABLE AT THE TIME OF RENTAL.

3. TERMINATION

FUN CAR HIRE MAY, AT ITS SOLE DISCRETION, TERMINATE THIS AGREEMENT AT ANY TIME BY NOTICE (VERBAL OR IN WRITING) TO THE LESSEE, NOT WITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, WHERE UPON THE LESSEE SHALL RETURN THE VEHICLE TO FUN CAR HIRE FORTHWITH. THE OBLIGATIONS OF THE LESSEE AND THE RIGHTS OF FUN CAR HIRE UNDER THIS AGREEMENT SHALL CONTINUE IN EFFECT UNTIL THE VEHICLE HAS BEEN RETURNED TO FUN CAR HIRE AND THE LESSEE HAS COMPLIED WITH ALL HIS OBLIGATIONS.

4. DELIVERY AND RETURN

4.1. THE VEHICLE SHALL BE REGARDED TO HAVE BEEN DELIVERED IN GOOD ORDER AND REPAIR AND WITHOUT ANY DAMAGE. ANY DAMAGE NOT REFLECTED IN BOX 10 IN THE CONTRACT AND INITIALLED BY BOTH PARTIES WILL BE REGARDED AS NEW DAMAGE. THE SAID DAMAGE WILL BE FOR THE ACCOUNT OF THE LESSEE AS PER THE RENTAL TERMS AND CONDITIONS.

4.2. THE LESSEE SHALL AT HIS COST RETURN THE VEHICLE TO FUN CAR HIRE WITH A FULL FUEL TANK AT THE AGREED RETURN TIME /DATE SPECIFIED IN BOX 8.

4.3. THE VEHICLE SHALL BE RETURNED TO FUN CAR HIRE IN THE SAME CONDITION AS RECEIVED, FAIR WEAR AND TEAR EXCEPTED AND AT THE LOCATION SPECIFIED IN BOX 8.

4.4. FUN CAR HIRE, SHALL AT ITS SOLE DISCRETION, ON THE EXPIRY OF THIS CONTRACT BE ENTITLED TO TAKE POSSESSION OF THE VEHICLE AT ANY LOCATION OR FROM WHOMSOEVER MAY BE IN POSSESSION. (ANY COSTS INCURRED BY FUN CAR HIRE TO RETRIEVE THE VEHICLE WILL BE FOR THE ACCOUNT OF THE LESSEE)

5. RENTAL AND DEPOSIT

5.1. THE RENTAL PAID BY THE LESSEE FOR THE USE OF THE VEHICLE SHALL BE;

5.1.1. THE RENTAL CALCULATED FOR THE WHOLE OF THE RENTAL PERIOD AT THE RATES AND ON THE BASIS SPECIFIED IN BOX 9 AND PAID IN ADVANCE.

5.1.2. ALL CHARGES FOR THE SERVICES UTILISED BY THE LESSEE FOR THE WHOLE OF THE RENTAL PERIOD AS CONTEMPLATED IN THE CONTRACT INCLUDING BUT NOT LIMITED TO THE CHARGES REFERRED TO IN BOX 9 ON COMPLETION OF THE AGREEMENT BETWEEN THE LESSEE AND FUN CAR HIRE.

5.2. THE LESSEE WILL PAY A R3000-00 DEPOSIT BY CREDIT CARD OR CASH IN ADVANCE OF TAKING POSSESSION OF THE VEHICLE, AS INDICATED IN BOX 9.

6. USE OF THE VEHICLE

- 6.1. THE LESSEE SHALL NOT EXCEED THE RADIUS OF 150KM FROM THE RENTING LOCATION WITH THE VEHICLE WITHOUT RECEIVING PERMISSION (IN WRITING) FROM FUN CAR HIRE.
- 6.2. THE LESSEE SHALL NOT USE THE VEHICLE FOR; CONVEYANCE (PEOPLE OR GOODS), TO PROPEL OR TOW ANY VEHICLE, ANY MOTOR SPORT AND HIGH RISK ACTIVITY OR IN ANY AREA WHERE THERE MAY BE A RISK OR INCIDENTS OF CIVIL UNREST.
- 6.3. THE LESSEE SHALL USE THE CORRECT FUEL AS MARKED IN BOX 12. CHECK THE OIL AND WATER REGULARLY AND CONTACT FUN CAR HIRE IMMEDIATELY IF ANY DAMAGE IS DETECTED ON ANY PART OF THE VEHICLE.
- 6.4. THE LESSEE SHALL MAKE ADEQUATE PROVISION FOR THE SAFETY AND SECURITY OF THE VEHICLE, IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREMENTIONED, HE SHALL KEEP THE VEHICLE PROPERLY LOCKED, SECURED AND ANY ANTI THEFT DEVICE SUPPLIED BY FUN CAR HIRE PROPERLY SECURED, WHEN THE VEHICLE IS NOT IN USE.
- 6.5. THE LESSEE SHALL HAVE UNLIMITED MILEAGE (IN A 150 KM RADIUS FROM CENTRAL CAPE TOWN) PROVIDED THE VEHICLE IS SERVICED EVERY FOUR WEEKS BY FUN CAR HIRE.
- 6.6. FUN CAR HIRE WILL PROVIDE 24HOUR RECOVERY SERVICE PROVIDING THE LESSEE HAS FOLLOWED THE TERMS AND CONDITIONS AGREED TO WITH FUN CAR HIRE.
- 6.7. FUN CAR HIRE WILL PROVIDE A REPLACEMENT CAR, IF WARRANTED AND AT ALL POSSIBLE, PROVIDING THE LESSEE HAS NOT BEEN IN BREACH OF SET TERMS AND CONDITIONS.
- 6.8. THE LESSEE MAKES SURE THAT THE KEYS OF THE VEHICLE ARE UNDER THE LESSEE'S CONTROL AT ALL TIMES

7. THE DRIVER

- 7.1. DURING THE RENTAL PERIOD THE VEHICLE MAY NOT BE DRIVEN BY ANY PERSON/S OTHER THAN THE LESSEE OR EXTRA DRIVER/S AS INDICATED IN BOXES 1 AND 2.
- 7.2. THE LESSEE WARRANTS THAT THE VEHICLE WILL NOT BE DRIVEN BY HIMSELF OR ANY OTHER PERSON WHOSE BLOOD ALCOHOL CONCENTRATION EXCEEDS THE LIMIT PERMITTED BY ANY APPLICABLE LAW OR REGULATION, OR WHILST UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR NARCOTIC AND THAT EVERY DRIVER OF THE VEHICLE WILL HAVE A VALID DRIVERS LICENSE, WILL COMPLY WITH ALL APPLICABLE LAWS, AND WILL COMPLY IN ALL RESPECTS WITH THE PROVISIONS OF THIS AGREEMENT.
- 7.3. IF THE VEHICLE IS DRIVEN BY ANYONE OTHER THAN THE LESSEE, THEN, WITHOUT DEROGATING FROM ANY RIGHTS OR REMEDIES WHICH FUN CAR HIRE MAY HAVE;
 - 7.3.1. THE LESSEE SHALL REMAIN LIABLE FOR ALL HIS OBLIGATIONS IN TERMS OF THIS AGREEMENT AND HE SHALL BE LIABLE TO FUN CAR HIRE AS IF HE HAD BEEN THE DRIVER.

8. LIABILITY FOR DAMAGE AND THEFT

- 8.1. THE VEHICLE SHALL BE THE SOLE RISK OF THE LESSEE THROUGHOUT THE RENTAL PERIOD.
- 8.2. THE LESSEE SHALL BE LIABLE FOR ANY LOSS OR DAMAGE TO THE VEHICLE AND ANY EXPENSES INCURRED IN RECOVERING THE VEHICLE DURING THE RENTAL PERIOD WHETHER OR NOT THE LOSS OR DAMAGE IS ATTRIBUTABLE TO FAULT OR NEGLIGENCE (INCLUDING BUT NOT LIMITED TO HAIL DAMAGE) PROVIDING THAT IF NONE OF THE SITUATIONS SET OUT IN 8.3. IS APPLICABLE, THE LESSEE LIABILITY SHALL BE LIMITED AS FOLLOWS;
 - 8.2.1. IN CASE OF STANDARD COVER
 - 8.2.1.1. TO THE R3000-00 EXCESS IN CASE OF THEFT OR HIJACK; R1000 additional excess for drivers under the age of 25 years and R1500 additional excess for drivers under the age of 21 years or has held a drivers licence for less than 2 years (accumulative).
 - 8.2.1.2. TO THE R3000-00 EXCESS IN CASE OF COLLISION or third party claim; R1000 additional for drivers under the age of 25 years. and R1500 additional for drivers under the age of 21 years or has held a drivers licence for less than 2 years (accumulative).
 - 8.3. THE LESSEE SHALL NOT BE LIMITED AS SET OUT IN 8.2.1. AND 8.2.2. IF;
 - 8.3.1. THE LOSS OR DAMAGE OR THE EVENT GIVING RISE THERETO WAS CAUSED BY THE FAULT OR NEGLIGENCE OF THE LESSEE OR DRIVER OF THE VEHICLE;
 - 8.3.2. THE LOSS OR DAMAGE OR THE EVENT GIVING RISE THERETO OCCURRED IN A SITUATION WHERE NO OTHER VEHICLE OR, ANIMAL, OBJECT OR PERSON (IN OR ON THE ROAD SURFACE) WAS INVOLVED UNLESS THE LESSEE CAN PROVE THAT THE LOSS OR DAMAGE WAS NOT CAUSED BY THE FAULT OR NEGLIGENCE OF THE DRIVER OF THE VEHICLE.
 - 8.3.3. AT THE TIME OF THE OCCURRENCE OF THE LOSS OR DAMAGE OR IN THE EVENT GIVING RISE THERETO;
 - 8.3.3.1. THE VEHICLE WAS DRIVEN ON A ROAD THAT WAS NOT TARRED,
 - 8.3.3.2. THE VEHICLE WAS USED FOR A PURPOSE PROHIBITED IN TERMS OF 6.1. OR WAS BEING DRIVEN CONTRARY TO ANY PROVISION OF 6.1.
 - 8.3.3.3. THE VEHICLE WAS DRIVEN BY A PERSON NOT AUTHORISED TO DO SO IN TERMS OF 7.1. AND 7.2.
 - 8.3.3.4. IN CASE OF THEFT OR DAMAGE TO THE VEHICLE TO THE VEHICLE THE LESSEE WAS IN BREACH OF 6.1.3. AND 6.1.4.
 - 8.3.3.5. AFTER OCCURRENCE OF LOSS OR DAMAGE OR THE EVENT GIVING RISE THERETO, THE LESSEE BREACHES ANY OF THE PROVISIONS SET OUT IN 9.
 - 8.4. ACCORDINGLY, WHERE 8.3. IS APPLICABLE, THE LESSEE SHALL PAY FUN CAR HIRE THE COSTS OF THE REPAIRS OF THE VEHICLE OR, IF THE VEHICLE OR ANY PART OF IT HAS BEEN STOLEN OR DAMAGED BEYOND ECONOMICAL REPAIR, THE FAIR MARKET VALUE THEREOF BEFORE DAMAGE OCCURRED. 8.5. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, FUN CAR HIRE SHALL NOT BE OBLIGED TO MAKE ANY CLAIM WHICH FUN CAR HIRE MAY OTHERWISE HAVE HAD AGAINST A THIRD PARTY FOR THE RECOVERY OF ANY LOSS OR DAMAGE TO OR IN CONNECTION WITH THE VEHICLE.

9. BREACH OF AGREEMENT

- 9.1. BREACH OF THIS AGREEMENT OCCURS BUT IS NOT LIMITED TO WHEN;
 - 9.1.1. THE VEHICLE IS NOT RETURNED BY THE LESSEE AS SPECIFIED IN 4.2.
 - 9.1.2. THE VEHICLE IS DRIVEN BY A PERSON NOT LISTED AS AN EXTRA DRIVER AS SPECIFIED IN 7.1. AND BOX 2, OR
 - 9.1.3. THE LOSS OR DAMAGE OR THE EVENT GIVING RISE THERETO OCCURRED IN A SITUATION AS SPECIFIED IN 8.3.1. OR 8.3.2. OR 8.3.3. OR 7.2 OR 6.1.1 OR 6.1.2.
 - 9.1.4. THE VEHICLE IS DRIVEN BY ANY PERSON WITHOUT A VALID DRIVERS LICENCE.
 - 9.1.5. THE LESSEE BREACHES ANY MATERIAL TERM OR CONDITION OF THIS AGREEMENT.

10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

- 10.1. IF DURING THE RENTAL PERIOD THE VEHICLE IS DAMAGED OR ANY PART OF IT STOLEN, THE LESSEE SHALL TAKE EVERY PRECAUTION TO SAFEGUARD THE INTEREST OF FUN CAR HIRE AND DO THE FOLLOWING WHERE APPROPRIATE.
 - 10.1.1. HE SHALL NOTIFY FUN CAR HIRE WITHIN 3 HOURS OF THE INCIDENT;
 - 10.1.2. HE SHALL OBTAIN THE NAME/S AND ADDRESS/S OF EVERYONE INVOLVED AND IF POSSIBLE WITNESSES.
 - 10.1.3. HE SHALL NOT ADMIT ANY RESPONSIBILITY OR LIABILITY NOR RELEASE ANY PARTY FROM ANY LIABILITY NOR SETTLE ANY CLAIM AGAINST OR BY ANY THIRD PARTY NOR ACCEPT ANY DISCLAIMER OF ANY LIABILITY.

10.1.4.HE SHALL NOTIFY THE POLICE WITHIN 24 HOURS OF THE OCCURRENCE IN QUESTION.
10.1.5.HE SHALL COMPLETE AND FURNISH TO FUN CAR HIRE, FUN CAR HIRE'S STANDARD CLAIM FORM WITHIN 24 HOURS OF THE OCCURRENCE.
10.1.6.HE SHALL MAKE ADEQUATE PROVISIONS FOR THE SAFETY AND SECURITY OF THE VEHICLE.
10.1.7.HE SHALL CO-OPERATE FULLY WITH FUN CAR HIRE AND ITS INSURER IN ALL WAYS RELATING TO THE OCCURRENCE.
10.2.IF THE LESSEE IS NOT THE DRIVER, THEN WITHOUT DEROGATING FROM THE LESSEE'S OBLIGATIONS IN TERMS OF 10. , THE LESSEE SHALL PROCURE THAT THE DRIVER COMPLIES WITH THE PROVISIONS OF 10.1.
10.3.THE LESSEE SHALL WITHIN 24 HOURS OF RECEIPT THEREOF FURNISH TO FUN CAR HIRE ANY NOTICE OF CLAIM; DEMAND OR SUMMONS WHICH THE LESSEE OR DRIVER MAY RECEIVE IN CONNECTION TO THE VEHICLE.

11. NON-LIABILITY

11.1.NEITHER FUN CAR HIRE NOR ANY OF ITS MEMBERS, EMPLOYEES, SERVANTS, OR AGENTS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR OTHERWISE ARISING FROM THE RENTAL BY THE LESSEE OF THE VEHICLE, INCLUDING AND WITHOUT LIMITATION ANY DEFECT OR MECHANICAL FAILURE OF THE VEHICLE OR THE FAILURE OF FUN CAR HIRE TO DETECT DEFECTS OR MECHANICAL PROBLEMS WITH THE VEHICLE AND WHETHER SUCH LOSS OR DAMAGE RESULTS FROM BREACH OF CONTRACT OR DERELICT WHICH MAY BE SUFFERED BY THE LESSEE AND/OR ANY THIRD PARTY AND/OR PASSENGER/S.
11.2.FUN CAR HIRE, ITS MEMBERS, EMPLOYEES, SERVANTS OR AGENTS ARE ACCORDINGLY INDEMNIFIED BY THE RENTER OR HIS ESTATE AGAINST ANY CLAIM/S OF ANY NATURE WHATSOEVER AND HOWSOEVER ARISING FROM ANY DAMAGES OR LOSS WHICH MIGHT BE INSTITUTED AGAINST IT, ARISING FROM THE RENTING OF THE VEHICLE CONTEMPLATED IN THESE TERMS AND CONDITIONS.

12. GENERAL.

12.1.THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE MATTERS CONTAINED HEREIN AND NEITHER PARTY SHALL BE BOUND BY ANY UNDERTAKINGS, PROMISES OR THE LIKE NOT RECORDED HEREIN AND SIGNED BY OR ON BEHALF OF THE LESSEE AND FUN CAR HIRE.
12.2.THE LESSEE AUTHORISES FUN CAR HIRE TO INSERT ANY PARTICULARS IN THE AGREEMENT, WHICH ARE NOT KNOWN OR UNAVAILABLE AT THE TIME OF SIGNING OR TO RECTIFY ANY BONA FIDE ERRORS IN ANY FACT, FIGURE OR CALCULATION.
12.3.THIS AGREEMENT AND ALL MATTERS OR DISPUTES ARISING FROM IT SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SOUTH AFRICA.
12.4.THE LESSEE IS NOT ENTITLED TO CEDE ANY OF THE RIGHTS UNDER THIS AGREEMENT OR TO SUB-LET OR PART WITH POSSESSION OF THE VEHICLE, ITS TOOLS OR EQUIPMENT OR ANY PART OF IT.
12.5.IF FUN CAR HIRE INSTITUTES ANY LEGAL PROCEEDINGS AGAINST THE LESSEE TO ENFORCE ANY OF ITS RIGHTS UNDER THIS AGREEMENT, IT SHALL BE ENTITLED TO RECOVER FROM THE LESSEE ALL THE LEGAL COSTS INCURRED.
12.6.IF THE LESSEE ENTERS THIS AGREEMENT ON BEHALF OF ANY PRINCIPAL, DISCLOSED AND/OR UNDISCLOSED, HE SHALL BE PERSONALLY LIABLE JOINTLY AND SEVERALLY WITH THE PRINCIPAL.

I THE LESSEE AND UNDERSIGNED HAS READ THE TERMS AND CONDITIONS AND THE ANNEXED CONTRACT THOROUGHLY AND I FULLY UNDERSTAND IT.

DATE: _____

PLACE: CapeTown

FOR FUN CAR HIRE

THE LESSEE