

TONY'S CAR HIRE Rental Terms and Conditions

I rent from you, the car described in the other side of this agreement, and I agree to the terms below and on the reverse side. **I, Me and My** refers to the person that signs this agreement (**RENTER**). **You and Your/s** refer to **TONY'S CAR HIRE**.

- **Definition of "Car"** – The word "car" in this agreement means the vehicle rented or its replacement includes tyres, tools, equipment, accessories, e-tag, plates and the like.
- **When I'll Return the Car** – I'll return the vehicle on the **date** and **time** indicated on the front. I'll return it sooner at your demand. If I fail to return the car on agreed Date and Time, I will be liable for further charges for the Extra Time and Kilometres. No grace period will be allowed. If I require the car for longer than intended, I will arrange with you prior to the expiry of the original rental period for further rental.
- **Where I'll Return the Car** – The car must be returned to the agreed location stipulated on the other side of this agreement. A rate charge or special charges may apply if returned to a different location.
- **Rental Charge** – Rental Charge is due in advance. I will pay for the kilometres I drive and the length of time I rent the car for at the rates stipulated on the front of this agreement. If my free mileage is exceeded, interim excess mileage will be charged. Free km's are only applicable for current rental term and not transferable, unless paid fully in advance. I will lodge a further deposit or make payment if required, by when required, including for excess km's. A late payment fee of R150 per day will be levied. The minimum charge is one day (24 hours) plus km's, or a fixed rate. Total rental mileage is determined by factory-installed odometer, which is sealed and if tampered with an additional 500 km per day will be charged to me. I'll pay charges for miscellaneous services that apply to the rental, including a cleaning / valet charge for **EXCESSIVELY** dirty vehicles.
- **Insurance** – Is mandatory on all rentals at the Daily Rates specified. I'm liable for the excess stipulated on the front of this agreement, to be paid in advance. I'm fully responsible for loss incurred if an additional driver is driving the car. In the event of an accident, a replacement car will be provided at our discretion, on settlement of outstanding amounts / additional excess, subject to availability and collection of the vehicle from our offices, at your cost.
Insurance may be declined if I:
 - i. Abuse the car or violate prohibited use or operation, including the laws applicable to South African roads.
 - ii. Drive recklessly or while under the influence of alcohol or other controlled / mind altering substance.
 - iii. Fail to complete an accident report and promptly report an accident to the Police and Tony's Car Hire.
 - iv. Obtain or use the car through fraud or misrepresentation OR use the car for an illegal purpose
 - v. Operate the car outside the Borders of the Republic of South Africa, without consent of Tony's Car Hire
 - vi. **NOTE: Rims, Tyres, Under Carriage, Windscreen and Water Damage are not covered by insurance**
- **Maintenance** – I am responsible to check tyre pressure and top up water and oil during my rental term. I am liable for damages in the event of malfunction /overheating and I continue to operate the car
- **Refuelling Charges** – I'll pay a Refuelling Charge of 10% on fuel if I return the car with less fuel than when rented.
- **Insurance for Personal Accident** – I understand and agree that there is no such cover and agree that you are **NOT** responsible for any injuries or fatalities incurred while renting your car.
- **Insurance for Personal Belongings** – I understand and agree that there is no such cover and agree that you are **NOT** responsible for any such losses. I understand that any personal property is not covered by your insurance, nor the costs incurred for travel or accommodation in the event of an accident.
- **Expenses and Fines** – I'll pay all fines, court and recovery costs for all traffic offences, including storage fees and other charges (including a Handling Fee) for the car while on rental to me. I am responsible to view the fine online and make payment as necessary. I accept the sharing of my Personal Details with the authorities to redirect a fine.
- **Rental Charges Errors** – The charges shown on the other side are not final and are subject to recalculation. I'll pay any undercharges and I'll receive a refund for any overcharges you discover on your final audit.
- **Prohibited Use of the Car** – I will not use or permit the car to be used to carry passengers or property for hire (**E-HAILING / COURIER**), to tow / push anything, be operated in a test, race or contest, on an unpaved road, while under the influence of alcohol or controlled / mind altering substance or for an illegal purpose, including but not limited to the transportation of a controlled substance or contraband. **A violation of this paragraph automatically terminates my rental and makes me liable to you for all penalties, fines, forfeitures, fees and recovery and storage costs, including all Legal Expenses.**
- **Who else may Drive the Car** – No person other than the people whose names appears on the front of this agreement may drive the car. The additional driver must be a minimum of 26 years of age and had a valid driver's license for a minimum of 3 years, failing which the super waiver excess option is not applicable.
- **Repossessing the Car** – You can repossess the car anytime it is found to be illegally parked, being used to violate the law or terms of this agreement or appears to be abandoned. You can repossess anytime you discover I made a misrepresentation to obtain the car and you needn't notify me in advance. I am responsible for recovery costs.
- **Payments** – All charges, fees and expenses (including payment for fuel or loss / damage of the car) and e-tolls are due at your demand. If I do not pay all charges when due, I agree to pay interest at Prime + 2% per month. I will pay all collection costs and your reasonable legal fees, if I do not pay my account when due, you may contact me or my employer at my place of business about payment. **Excess Refunds will be made within 14 Calendar Days**
- **Agreement** – I understand and agree that my signature on the front side of this agreement constitutes authority to debit my Credit or Charge Card for the full amount due and / or any further loss or expense incurred, inclusive of traffic violations. I understand and agree that the address recorded overleaf be used as my "*domicilium*" address. I hereby grant permission to you for any credit checks or tracing with Credit Bureaus that may be required and further acknowledge that I understand that the Vehicle is monitored by Satellite Tracking.