



APPLICATION FOR CREDIT FACILITIES



APPLICATION FOR CREDIT FACILITIES

REGISTERED NAME (THE APPLICANT): _____

TRADING NAME: _____ DATE ESTABLISHED: _____

COMPANY TYPE: SOLE PROP PARTNERSHIP CC (PTY) LTD LTD

REGISTRATION NUMBER: _____ VAT NO: _____

NATURE OF BUSINESS: _____

OWNERS / DIRECTORS: _____ I.D. NO: _____

PHYSICAL ADDRESS: _____ POSTAL ADDRESS: _____

CODE: _____ CODE: _____

TELEPHONE NO: _____ FACSIMILE NO: _____

INSURANCE DETAILS: _____

If your own insurance is to be used, a copy of the policy is to be attached herewith or alternately, a letter from your brokers stating the coverage of the policy.

PROXY DETAILS: NAME: _____ SURNAME: _____

DESIGNATION: _____ I.D. NO: _____

NB: All fines/notices/summons in respect of traffic contraventions received for vehicles in your company's possession at the time of offence, will be re-directed to your company's proxy for payment, without notice.

TRADE REFERENCES: _____ (1) _____ (2) _____ (3) _____

COMPANY: _____

BRANCH: _____

ACCOUNT NO.: _____

TEL NO.: _____

TERMS: _____

CREDIT LIMIT: _____

AVE MTH PURCH: _____

AUDITORS: _____

ADDRESS: _____

TEL. NO.: _____ FAX. NO.: _____

BANKERS: _____ BRANCH: _____

ACCOUNT NO.: _____

LANDLORD: _____ TEL. NO.: _____

MONTHLY FACILITY REQUIRED: _____

On behalf of the Applicant, being duly authorised to do so, I the undersigned, hereby warrant that the above address information is true and correct. If this Application is granted I confirm that the Applicant will pay the balance as shown on monthly statements rendered, within 30 days of the date of such statement. I confirm that I have read and accept the standard trading terms printed on the reverse hereof. I hereby give consent to Super Rent to carry out any Credit Bureau enquiries and references required.

SIGNED: _____ DATE: _____

NAME AND TITLE OF SIGNATORY: _____

FOR OFFICE USE: _____

BRANCH: _____ REP: _____ AREA: _____ SUB AREA: _____

ACCOUNT NO.: _____ CREDIT LIMIT: _____

APPROVED / NOT APPROVED: _____

SIGNATURE: _____ DATE: _____

TERMS AND CONDITIONS OF AGREEMENT OF VEHICLE HIRE OF SUPER GROUP TRADING (PTY) LTD TRADING AS SUPER RENT

TERMS AND CONDITIONS OF AGREEMENT OF VEHICLE HIRE OF SUPER RENT, A DIVISION OF SUPER GROUP TRADING (PTY) LTD TRADING AS SUPER RENT DEFINITIONS PERTAINING TO THIS AGREEMENT

- 1 In this agreement, the words hereunder shall bear the meanings assigned thereto, unless the contrary appears clearly from the context:
- 1.1 "anticipated date of return" means the latest date upon which the parties agree that the vehicle would be returned to the COMPANY;
 - 1.2 "credit card" means a credit card issued in terms of and as defined in the National Credit Act, 2005, as amended from time to time, and as read with the definition of credit card holder and credit card scheme defined in the said Act;
 - 1.3 "contract period" means the period calculated from the time the vehicle is dispatched to the anticipated date of return;
 - 1.4 "commencement date" means the date upon which the vehicle is dispatched;
 - 1.5 "COMPANY" means Super Group Trading (Pty) Ltd trading as Super Rent;
 - 1.6 "day" on the first day of the contract means the period from the time of collection to no later than 06h00 the following day, unless otherwise specified in this contract; and on the date of return of the vehicle to the COMPANY, it shall mean from 06h00 on that day to any time thereafter on that day;
 - 1.7 "extended period" means any day or time or period beyond the contract period for whatever reason which shall be deemed to include:
 - 1.7.1 in the case of damage to the vehicle, the date on which such damage has in fact been repaired and the vehicle is again available for service or hire;
 - 1.7.2 in the case of total loss, the date upon which reimbursement in full in respect thereof is received by the COMPANY from any party liable to the COMPANY in this regard; and
 - 1.7.3 in the case of theft or other deprivation, the date on which the COMPANY has in fact received payment of all amounts due to the COMPANY;
 - 1.8 "extraordinary costs" means the actual costs to the COMPANY of the provision and installation of appliances, accessories and/or improvements, in regard to all of which the HIRER agrees, consents, requests such and accepts that the production of any invoice or account or quotation relating to any such item shall constitute sufficient proof of the nature and the value thereof in the event of any claim, of whatever nature, by the COMPANY;
 - 1.9 "HIRER" means the hirer and the operator (as defined in the National Road Traffic Act) of the vehicle;
 - 1.10 "signatory in this agreement" means the person binding the contracting parties by his signing thereof who warrants that he has the necessary authority to enter into this agreement;
 - 1.11 "starting time or down time" means the time calculated from the moment a vehicle becomes unavailable for rental activity in the COMPANY'S normal course of business:
 - 1.11.1 if due to damage, until such time as the vehicle again becomes available for rental activity; or
 - 1.11.2 if due to theft of the vehicle, until the COMPANY has been compensated for the theft of the vehicle; or
 - 1.11.3 if due to damage beyond economic repair, until the date on which the COMPANY is reimbursed for the loss;
 - 1.12 "vehicle" means the vehicle as described in this agreement as being hired, with all its equipment, accessories and appurtenances, unless inconsistent with the context thereof, or any replacement thereof;
 - 1.13 "the Act" means the National Road Traffic Act 93 of 1996 as amended, read with any other applicable legislation which replaces or supplements it;
 - 1.14 "high risk area" means an area, road, or thoroughfare wherein the vehicle and/or its occupants may be considered at relatively increased risk of damage to the vehicle, loss of the vehicle or injury to the occupants, based on information readily available to the public at the time in respect of civil disturbance, riot or any act of political or social unrest, for the purposes of this definition, risk includes the consequences of any act by any person in authority taken for purposes of controlling or preventing or suppressing or otherwise dealing with any such occurrences;
 - 1.15 "he" whenever used in reference to the HIRER shall be taken to refer to male and female natural persons and in the event of the HIRER being a firm, partnership, corporation, company, trust, voluntary association or club shall be deemed to refer to such firm, partnership, corporation, company, trust, voluntary association or club.

RENTAL

- 2 The COMPANY rents out the vehicle to the HIRER for the contract period and subject to the terms and conditions herein contained.

ACKNOWLEDGEMENTS AND WARRANTIES

- 3 The HIRER warrants and undertakes that:
- 3.1 all particulars and representations given and made by the HIRER are true and correct;
 - 3.2 the signatory who signs this agreement on behalf of the HIRER is authorised to act as such;
 - 3.3 any driver of the vehicle is and shall be duly licensed for the duration of the contract period and any extension thereof to drive the vehicle in the Republic of South Africa or any other countries into which the vehicle is actually driven;
 - 3.4 any driver of the vehicle has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his driving licence or has any endorsement to his licence whatsoever;
 - 3.5 any driver of the vehicle does not have defective vision or hearing, has never had a fit, does not have any physical infirmity nor is infirm in any way whatsoever;
 - 3.6 any driver of the vehicle shall be at least 23 years of age;
 - 3.7 any driver of the vehicle shall have the requisite Professional Driver's Permit which shall be valid for at least three months after the anticipated return date of the vehicle;
 - 3.8 the vehicle will not be driven by a driver under the influence of alcohol or other substance which impairs his concentration or ability to drive or operate equipment on the vehicle safely;
 - 3.9 the annexed checklist forms part of this agreement;
 - 3.10 he is aware that a vehicle crossing international borders requires a cross-border permit obtainable from the Cross Border Road Transport Agency, and the HIRER will be responsible for obtaining the permit if required;
 - 3.11 he is familiar with the requirements and stipulations of the Act and any subsequent amending or ancillary legislation pertinent to the use to which he intends to put the vehicle;
 - 3.12 he is familiar with the Road Traffic Regulations regulating the transportation of Dangerous Goods;
 - 3.13 he shall not drive the vehicle, nor permit it to be driven by any third party beyond the provincial boundary of the province in which this agreement is concluded without informing and obtaining written approval of the COMPANY of the route he intends traveling and his destination;
 - 3.14 the vehicle shall not be used or driven for the conveyance of persons or property for hire, in contravention of or in breach of any law, in any race, speed test or contest or to propel or tow any vehicle or trailer or on roads not properly constructed;
 - 3.15 no insurer or underwriter has ever declined his application for any form of motor insurance, cancelled his policy, refused to renew his policy or required an increased premium or imposed special conditions on him;
 - 3.16 the driver shall at all times display an absolute duty of care towards the COMPANY in respect of the vehicle in that the driver shall ensure that the vehicle shall only be used on suitable roads and conditions as in accordance with the type of vehicle hereby hired;
 - 3.17 in the event of him breaching one or more of the undertakings and warranties as set out in sub-clauses 3.1 to 3.16, any waiver or limitation by the COMPANY of any rights against the HIRER shall become null and void from inception and the HIRER shall assume full liability to the COMPANY and any affected third parties for any damage, theft or injury which may occur, and will indemnify the COMPANY and hold it harmless for any claims brought against it as a direct or indirect result of the breach(es);
 - 3.18 he will not offer employment, to solicit and/or employ whether directly and/or indirectly, any of the COMPANY'S staff members;
 - 3.19 if he employs a staff member of the COMPANY in breach of clause 3.18, he agrees and undertakes to pay the COMPANY on demand an amount (equivalent to 15% (fifteen percent) of the annual salary of such staff member as due and liquidated damages which the HIRER acknowledges as a genuine pre-estimate of damages which will be sustained by the COMPANY as a result of such employment.

CHARGES AND PAYMENTS

- 4 The Parties agree that:
- 4.1 the HIRER shall pay the COMPANY the charges for hire as set out in the schedule of charges on the face of this agreement upon the COMPANY'S agreed terms of payment;
 - 4.2 the hire charges are based upon the prevailing rate quoted to the HIRER, failing which upon the COMPANY'S prevailing brochure rate at the time of hire;
 - 4.3 in the event of cash transactions all amounts owing by the HIRER shall be payable on demand;
 - 4.4 the COMPANY shall be entitled to charge interest compounded monthly at any rate up to and including the maximum lawful rate prevailing at the date upon which any amount becomes due and payable by the HIRER to the COMPANY, until the date of payment in full. The HIRER agrees to make such payment;
 - 4.5 in the event of the COMPANY'S having to instruct a tracing agent, collecting agent and/or attorneys to procure payment of any amount, the HIRER shall be liable for all attorney and client costs, tracer's costs and other costs incidental to such proceedings, including collection commission;
 - 4.6 the HIRER shall not deduct or set off any alleged claim or counter claim which it may wish to raise against the amount invoiced by the COMPANY;
 - 4.7 in the event of the contract period being terminated prior to the anticipated date of return, for any reason whatsoever, the COMPANY shall have the right to adjust the applicable rate to that which it would have charged for the actual period during which the HIRER had use of the vehicle and the HIRER shall be obliged to make payment according to such adjusted rate;
 - 4.8 the HIRER shall pay to the COMPANY all and any costs (including but not limited to) towing charges, losses or damages incurred by the COMPANY in procuring the return of the vehicle to its offices or such other location as determined by the COMPANY in its sole discretion;
 - 4.9 the HIRER shall pay to the COMPANY such valet charges as may be levied for the cleaning of the vehicle;
 - 4.10 the HIRER shall be liable for all damages suffered by the COMPANY if the driver contravenes any provision of this clause 4 for any reason whatsoever.

ACCOUNTING

- 5 The Parties agree that:
- 5.1 without prejudice to any of the COMPANY'S rights or claims herein, the COMPANY shall be entitled at any time, and from time to time, to close its books and to account to the HIRER, even though the contract period has not terminated. The COMPANY may then:
 - 5.1.1 estimate the kilometres travelled by the vehicle to such closing-off date from the commencement of the contract period, or previous close-off date whichever is applicable at the time; and
 - 5.1.2 calculate the total indebtedness of the HIRER as at such provisional close-off date and complete the calculations of the HIRER'S indebtedness accordingly;
 - 5.2 the HIRER shall in such event be obliged to make payment to the COMPANY of the amount(s) as stipulated on the invoices and/or statement of the COMPANY;
 - 5.3 should the HIRER'S payment of the account rendered by the COMPANY be overdue, the COMPANY may in its sole and absolute discretion repossess the vehicle.

THE ODOMETER

- 6 The Parties agree that:
- 6.1 the odometer on the vehicle shall be deemed to record accurately the distance covered by the HIRER;
 - 6.2 the difference between the odometer reading recorded on the checklist (on the commencement date) and the odometer reading on the date upon which the vehicle is returned, shall be prima facie proof of the distance covered, provided that:
 - 6.2.1 should the odometer cease to operate efficiently through mechanical fault or breakdown, (the ONUS of proof of which shall be on the HIRER) the HIRER shall immediately report such defect to the COMPANY with full particulars of the use to which the vehicle has been put. The distance covered shall then be assessed by the COMPANY in its sole discretion (acting as an expert and not an arbitrator) and such assessment shall be final and binding on the HIRER;
 - 6.2.2 should the odometer (or hub odometer, where applicable) cease to operate efficiently for any reason, or be found by the COMPANY to have been damaged, disconnected, tampered with or worked on by a person other than a servant agent or employee of the COMPANY, the distance covered shall be deemed to be 800 kilometers per day calculated from the commencement of the contract period unless the HIRER can prove otherwise;
 - 6.2.3 should the vehicle be stolen, be involved in an accident or be damaged in any other circumstances that would prevent the accurate reading of the odometer, the contract period shall be deemed to extend to such date upon which the HIRER is reimbursed for such loss or damage. In such an event the distance covered and charged for shall be calculated according to the formula in clause 6.2.2

RETURN OF THE VEHICLE

- 7 The Parties agree that:
- 7.1 on or before the anticipated date of return, or earlier termination of the agreement at the discretion of the COMPANY the HIRER shall:
 - 7.1.1 discontinue all use of the vehicle; and
 - 7.1.2 return the vehicle to the designated address of the COMPANY at the HIRER'S expense, undamaged, in roadworthy condition and proper running order, with all appurtenances intact. In regard to the provisions of this sub-clause, fair wear and tear will be allowed;
 - 7.2 failure of the HIRER to return the vehicle in terms of the agreement shall constitute illegal possession by him, and the COMPANY may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof;
 - 7.3 notwithstanding anything to the contrary, the COMPANY in its sole discretion shall be entitled without any notice or compensation to terminate the rental agreement forthwith and to take immediate possession of the vehicle;
 - 7.4 the COMPANY shall endeavour to supply and, for the duration of the contract period, keep the vehicle free from defects. In the event of the vehicle becoming faulty or unfit for use during the contract period, the COMPANY may, in its sole discretion, substitute or replace another vehicle in its place, whereupon this agreement shall continue to apply in all other respects;
 - 7.5 should this contract be extended for a period beyond the termination date then the terms and conditions of this contract shall apply mutatis mutandis to such extended period.

DELIVERY AND RISK

- 8 The Parties agree that:
- 8.1 the COMPANY does not warrant that the vehicle will be available to the HIRER at any stipulated or prearranged hour or date, nor that the vehicle will be of any specific make or year of manufacture, and the HIRER shall have no claims for loss, inconvenience or damage arising from any late delivery or for a failure to deliver the make, model, or colour of vehicle he requested. The HIRER hereby indemnifies the COMPANY against all claims instituted by third parties which emanate from such late delivery or non availability of a specific make, model or colour of a vehicle;
 - 8.2 the COMPANY shall not be obliged to place another vehicle at the disposal of the HIRER in the event the vehicle being damaged, stolen or rendered unfit for use;
 - 8.3 notwithstanding that the vehicle is driven by a driver employed by the COMPANY, all risks and responsibilities in regard to the operation of the vehicle is transferred to the HIRER when the vehicle is dispatched and shall remain in effect until the vehicle is returned to the COMPANY;
 - 8.4 the vehicle was delivered to the HIRER by the COMPANY at the inception of the period of hire:
 - 8.4.1 in good order and repair with all its accessories and appurtenances in working order and in a roadworthy condition complete with spare wheel, jack, wheel brace and triangles; and
 - 8.4.2 with its radiator, oil reservoirs and petrol tank properly filled; and
 - 8.4.3 the HIRER undertakes that until the vehicle is returned to the COMPANY he will maintain, at his own expense, a sufficient quantity of water and oil in the engine of the vehicle;
 - 8.5 the HIRER indemnifies and holds the COMPANY harmless against all claims of whatsoever nature and whatsoever arising which may be made against the COMPANY resulting from the use of the vehicle or the manner in which it is driven while it is in the possession of the HIRER, including claims which may be attributed to acts or omissions of the COMPANY, its employees, agents or servants;
 - 8.6 the HIRER hereby absolves the COMPANY from any liability arising from the malfunctioning of the vehicle or failure of any mechanical part.

OWNERSHIP AND LIENS

- 9 The Parties agree that:
- 9.1 the ownership of and/or entitlement to the vehicle shall under no circumstances be transferred to the HIRER and/or shall not in any manner be disputed by the HIRER;
 - 9.2 the HIRER shall not retain possession, use or enjoyment of the vehicle beyond the contract period unless there is express permission granted in writing by the COMPANY and, in such circumstances, only to the extent of such granted permission by the COMPANY;
 - 9.3 the vehicle must remain in the possession or under control of the HIRER at all times for the duration of the contract period and or extension thereof with the exception of the provisions below;
 - 9.4 the HIRER shall not:
 - 9.4.1 sub-contract, sublet or lend the vehicle out without the COMPANY'S written permission;
 - 9.4.2 allow any lien, attachment or other encumbrance to come into effect in respect of the vehicle. The HIRER shall be obliged to advise his landlord in writing of the fact that he is not the owner of the vehicle and must provide a copy of such notification to the COMPANY;

WARRANTIES AND REPRESENTATIONS

10 The HIRER

- 10.1 warrants that he has not been unduly influenced to enter into this agreement nor has he relied on any representations made by or on behalf of the COMPANY in regard to the condition, state of repair, capabilities, fitness or suitability for any purpose, the year of the vehicle manufacture, odometer reading or performance of the vehicle;
- 10.2 acknowledges that all warranties, express or implied by law, are specifically excluded or not available to the HIRER;
- 10.3 hereby warrants and represents that all statements contained in this Agreement including those on the reverse side hereof are true and correct.

USE AND CONTROL

11. The HIRER shall not:

11.1. cause or allow -

- 11.1.1. the vehicle and its components to be neglected, abused, damaged, modified or tampered with;
- 11.1.2. in respect of the components of the vehicle, the removal or replacement of any of these;
- 11.1.3. the vehicle and its components to be used for any purpose for which it is not designed or intended to be used in contravention of any law or in circumstances such that there will be increased risk of danger or loss or damage or undue wear thereof;
- 11.1.4. the vehicle to be overloaded, driven recklessly and/or negligently;
- 11.2. convey articles in the vehicle that might cause damage to the upholstery or any other part of the vehicle;
- 11.3. allow the vehicle to be in any high risk area, as defined;
- 11.4. permit any person other than himself or his duly appointed driver to drive the vehicle during the contract period or extended period (if applicable) without first obtaining the written approval of the COMPANY.

12. The HIRER shall at all times exercise due care during the contract period and any extension thereof to the extent that the HIRER:

- 12.1. will take all reasonable precautions at its own expense to safeguard the vehicle from any loss, harm or damage;
- 12.2. will pay all costs of fuel and oil consumed by the vehicle and in this regard, the HIRER acknowledges that the fuel tank was full when the vehicle was delivered to the HIRER at the inception of this hire agreement and unless the vehicle is returned with a full tank, the HIRER shall pay the actual cost of filling the tank;
- 12.3. will allow the COMPANY, or its servant or agent all reasonable rights and access to the vehicle and if called on to do so, disclose to the COMPANY the vehicle's locality, kilometers on the odometer and state of the vehicle at any time;
- 12.4. shall ensure that:
 - 12.4.1. whenever the vehicle is left parked or unattended, all doors and windows are locked and/or secured and the gearlock and alarm/immobilizer device, if fitted, are operating and activated;
 - 12.4.2. the keys to the ignition, the doors and security lock (where applicable) of the vehicle are, at all times, in the possession of the HIRER;
 - 12.4.3. in the event of any collision, accident, damage or loss, a written report of the full extent and true circumstances of the event is lodged within 24 hours of the event at the office of the COMPANY together with the documents and information listed below:
 - 12.4.3.1. a copy of the actual driver's driving licence;
 - 12.4.3.2. a copy of the driver's Professional Driving permit (if applicable);
 - 12.4.3.3. a copy of the relevant SAPS report and case number;
 - 12.4.3.4. a duly completed accident / occurrence statement (at the discretion of the COMPANY);
 - 12.4.3.5. clear photographs of the vehicles and/or place and/or surrounding where the event occurred;
 - 12.4.4. in the event of any collision, accident, damage or loss:
 - 12.4.4.1. the HIRER shall furnish all further assistance, details and co-operation as may be required by the COMPANY and/or its insurers to deal with any matters arising from the aforesaid event and/or the recovery of the COMPANY's losses and/or assessment of its liabilities;
 - 12.4.4.2. The driver shall obtain the name and addresses of every person involved and also of possible witnesses;
 - 12.4.4.3. the HIRER/driver shall make adequate provision for the safety and security of the vehicle subsequent to the accident.

INDEMNITY PROVIDED BY HIRER

13. The Parties agree that:

- 13.1. the HIRER or its employee or agent or servant or the driver of the vehicle or operator of the crane or other equipment accompanying the vehicle shall under no circumstances whatsoever be deemed to be the agent, servant or employee of the COMPANY;
- 13.2. in the event of the COMPANY providing the HIRER with a driver or equipment operator for the vehicle or crane or other equipment accompanying the same, and the HIRER requested or ordered such driver or equipment operator to carry out any act or omission, the driver or operator concerned shall be deemed to be in the employ of the HIRER in carrying out such act or omission, and the HIRER hereby indemnifies and holds the COMPANY harmless against claims and/or action that might be brought against the COMPANY by any third party as a result of the said act or omission whether wilful or negligent including gross negligence of the driver or equipment operator;
- 13.3. the HIRER shall be liable for all actions associated with the hire and operation of the vehicle and indemnifies and holds harmless the COMPANY against any losses, damages or claims by anyone whatsoever and howsoever arising relating to the vehicle and its usage during the contract period and/or extended period and/or arising from or relating to:
 - 13.3.1. any bodily injury to or death of the HIRER, user, driver, any occupant or any other third party or person that may in their own right or via dependants in any way endeavour to seek recourse against the COMPANY;
 - 13.3.2. any claims or acts of any competent governmental or statutory authority or body including any fines, penalties or levies, prosecutions or claims made against the COMPANY under any Act;
 - 13.3.3. any and all costs incurred by the COMPANY in considering, investigating or resisting or otherwise dealing with any purported claim by any such other person or authority;
- 13.4. in the event that any of the matters contemplated in clause 13.3 occur, the COMPANY shall not be obliged to resist, defend, debate or await judgement or conviction on any alleged claim or contravention but shall be entitled to recover any losses or amount demanded, claimed or levied by such other party or authority directly from the HIRER;
- 13.5. from the date of commencement of the hire until the return of the vehicle to the COMPANY the risk of loss of or damage to the vehicle shall be upon the HIRER and therefore in the event of the vehicle suffering collision or mechanical damage, or becoming a total write-off or loss, or is subjected to fire, theft, hijacking or other disaster during the contract period arising from any cause whatsoever including vis major and casus fortuitus, the HIRER shall pay the COMPANY the damages or costs (including standing or down time incurred and the value in full of the vehicle) as the case may be;
- 13.6. all obligations for payments by the HIRER under this clause shall be due and payable on demand, irrespective of the cause of such loss or damages and the HIRER shall not be entitled to require the COMPANY to effect or attempt to effect recovery from any other party.

REPAIRS TO VEHICLE

14. The Parties agree that:

- 14.1. any repairs, alterations, improvements, maintenance of an electronic or mechanical nature to the vehicle will be carried out at the sole discretion of and according to the terms specified by the COMPANY;
- 14.2. in the event of the HIRER effecting any repairs to the vehicle without the prior written authority of the COMPANY the costs of such repairs shall be borne by the HIRER;
- 14.3. the HIRER undertakes to return the vehicle to the COMPANY for lubrication service as per the vehicle's specified service intervals or every 30 days after delivery of the vehicle to him, whichever occurs first, or alternatively, shall satisfy the COMPANY that such service has been performed. In the event of any service being effected at the instance of the HIRER at a garage other than that of the COMPANY, then the cost of such service and materials used in connection therewith shall be borne by the HIRER;
- 14.4. if it appears upon the return of the vehicle to the COMPANY that it is reasonably necessary to effect mechanical repairs to the vehicle, which need for repairs has risen by virtue of the HIRER'S abuse, incorrect, improper or negligent use of the vehicle, then the COMPANY shall forthwith cause the repairs to be effected to the vehicle and shall have the right to hold the HIRER liable for the cost thereof;
- 14.5. in such event, or in the event of the vehicle being damaged in a collision, the hire of the vehicle shall at the sole discretion of the COMPANY be deemed to continue until the day upon which the repairs are completed to an extent where the vehicle is once again available for hire;
- 14.6. similarly, in the event of the vehicle being damaged beyond economic repair, the HIRER shall be obliged to pay the COMPANY the hire charges from the time of delivery of the vehicle to the COMPANY until the date on which the COMPANY is reimbursed in respect of the loss;
- 14.7. in the event of the vehicle being stolen, the hire of the vehicle shall be deemed to continue until the COMPANY has been reimbursed for the theft of the vehicle;
- 14.8. the calculation for all these incidents in this clause 14 shall be based upon the prevailing agreement rates and 200 kilometers per day;
- 14.9. the HIRER shall be liable for:
 - 14.9.1. the costs of repairing and/or replacing the windscreen or any other glass or tyres fitted to the vehicle should such glass and/or tyres be damaged or broken during the hire of the vehicle, and
 - 14.9.2. any loss or damages suffered by the COMPANY as a result of theft, fire or any cause whatsoever.

COLLISION AND THEFT DAMAGE WAIVER

15. If the HIRER has requested and paid for and if the COMPANY has, subject to the terms and conditions hereof, agreed to waive its rights to recover from the HIRER the costs of repairing damage to the vehicle caused by accident, collision or theft whilst the vehicle is in the possession of the HIRER ("the waiver"), the HIRER shall nevertheless be liable for the payment of that portion of the COMPANY'S damage or loss as is stated on the face hereof.

16. The waiver is in respect of damage to the hired vehicle only and specifically excludes damage caused to third parties by the HIRER in the event of accident, collision or theft.

17. The waiver shall be forfeited if the HIRER is in breach of any of his obligations in terms of this agreement.

GENERAL

18. No alterations or variation of any of the terms and conditions of this Agreement, including this clause, or of any waiver by the COMPANY of any of its rights in terms of this Agreement, shall be binding upon the parties unless reduced to writing and signed by both the COMPANY and the HIRER.
19. No latitude or extension of time which the COMPANY may grant the HIRER with regard to any payment or performance or obligation in terms of this agreement shall in any way prejudice the COMPANY'S rights in terms of this agreement or operate as a novation, waiver or estoppel.
20. Any indulgence by the COMPANY in regard to the strict compliance by the HIRER with the terms and conditions of the Agreement shall in no way be taken as a waiver on the part of the COMPANY of its rights hereunder, and it shall be entitled at all times to call upon the HIRER to comply with all or any of the terms and conditions thereof.
21. In the event of it being necessary for the COMPANY to institute legal proceedings for the recovery from the HIRER of any amount due in terms hereof or recovery of its motor vehicle, machinery or equipment or to defend any legal proceedings, the HIRER in such event shall be liable for the legal costs, expenses and disbursements arising from such proceedings on the scale as between attorney and client and shall furthermore be liable to the COMPANY for collection commission at the rate of ten per centum on all amounts so recovered.
22. Where it is a term of the hiring that the COMPANY shall provide or appoint labourers or assistants in connection with the packing, loading, tying, lifting or off-loading or transport of any goods, such persons shall at all times be deemed to be the employees, servants or agents of the HIRER. The COMPANY does not warrant their special skills or abilities to perform any of the above services or functions, all of which shall be performed under the direct supervision of the HIRER, and the COMPANY shall be absolved from and indemnified against all and any loss or damage which might be suffered in any way arising from or connected to any of the work so performed.
23. No employee, driver or agent of the parties shall have any right to waive, amend or abandon the terms and conditions of this agreement.
24. If any clause of this agreement is held to be invalid or unenforceable, this agreement shall not, on that account, be rendered void or voidable but such clause shall be severed from the agreement the remainder of which shall remain enforceable in all the other of its terms.
25. The HIRER warrants that every fact, term, condition, obligation and warranty committed to by the HIRER in entering this agreement shall be material and essential to this agreement and are specifically intended to be acted on and relied upon by the COMPANY and the COMPANY would not have concluded this agreement without these safeguards.

CONSENT TO JURISDICTION OF THE MAGISTRATE'S COURT

26. The parties consent, in terms of Section 45 of Act No. 32 of 1944, that any Magistrate's court having territorial jurisdiction over them within the Republic of South Africa, shall have jurisdiction in respect of all proceedings under this Agreement, although the subject matter or cause of action would otherwise be beyond the Court's jurisdiction. The provisions of this clause shall not be construed as preventing the COMPANY from instituting proceedings in any Court of competent jurisdiction.

SIGNING AUTHORITY

27. In the event of the HIRER being a firm, partnership, corporation, trust, voluntary association or club, then the signatory hereby warrants and undertakes that he has the necessary authority to enter into this agreement. In the event of it transpiring that he did not have the requisite authority or in the event of the HIRER denying that such authority has been issued to him (whether or not such authority was in fact given) then the COMPANY shall be entitled in its sole and absolute discretion to hold such signatory liable in his personal capacity for payment of all amounts owing in terms of this agreement.

SURETY AND CO-PRINCIPAL DEBTOR

28. The signatory/ies, having renounced the benefits of excussion and division, hereby binds himself/themselves jointly and severally as surety and co-principal debtor in solidum with the HIRER unto and in favour of the COMPANY, its order or assignees, for the due performance by the HIRER of all its obligations to the COMPANY

DOMICILIA

29. The HIRER hereby selects domicilium citandi et executandi for service of all notices and/or legal processes arising out of this Agreement at any one of the HIRER'S addresses referred to on the face of this Agreement, or his last known place of residence or employment, or registered address, as established by attorneys or tracing agents appointed by the COMPANY'S attorneys if a non-existent or insufficient address is given on the hire form.