

Depot: 107 Roeland Street, Cape Town 8001 (yard Engen Service Station)
Telephone 072 736 6957 Fax 086 6066957

info@pennyks.co.za

Agreement of Rental of Vehicle between Belpex Trading CC - CK982272723 (herein after called the Lessor) and

Name & Surname:
 ID/Passport/Reg.#: Lic.#:
 Perm. address:
 Work/local address:
 E-address: Tel #:
 Credit card No: Exp. date: CVC No:

(Hereinafter referred to as the Lessee)

whereby the Lessee hires the Vehicle listed below from the Lessor under the conditions and terms set out on reverse.

a. Additional drivers, or Lessee's representative if not a natural person

1. Name & Surname: Tel #:
 ID/Passport: Lic.#:
 Perm. address:
 2) Name & Surname: Tel #:
 ID/passport #: Lic.#:

b. Rental Period & return arrangements

If no return date is stipulated, 24hr notice shall apply. Any extensions need Lessor's approval and 24hr notice.

1) Initial period: From (date) hr (time) Till (date) hr (time)
 2) Return Arrangement if other than Lessor's depot:
 3) Revised return: (date) hr (time) as per request dd
 4) Actual return: (date) hr (time) Place:

c. Rental Vehicle:

Model: Reg #. Colour: Fuel: Tank:
 Daily rate for initial period: R Excess: R Free km/day: Charge per add. km: R
Replacement Vehicle: from (date) hr (time) Reason:
 Model: Reg #: Colour: Fuel: Tank:
 Daily rate for period: R Excess: R Free km/day: Charge per add. km: R

d. Use Zone: LOCAL (250km around CT) or REGIONAL (750 km from CT) subject to surcharge of R /day, with min. of R

e. Extras: Roofracks at R Childseats xR /d. Collection/deliveries:

f. Summary table

Contract fee			R 30	Odometer return (reading)		
Rental 1	Days	Rate	R	Odometer start (reading)		
Collection/delivery			R	Kms travelled (calc)		
Sundries			R	Free Kms (days x allowance)		
Subtotal			R	Kms charged		
Rental 2	Days	Rate	R	Deposit received	R	Date
Damages / excess / sundries			R	Payment received	R	Date
Mileage	Kms	Rate	R	Payment received	R	Date
Fuel + fuel fee R30			R	Refund made	R	Date
TOTAL			R	Refund due	R	Date

Signed on (date): (for Lessee) (driver)

Signed on (date): (for Lessor)

RETURN: Signed on (date): (for Lessee)

Signed on (date): (for Lessor)

g. Terms & Conditions

- 1) Definitions
Vehicle: the rental vehicles described in section (c) above including the vehicle itself with all its rims & tyres, fittings, equipment, spare parts, tools, etc.
Lessee: the person or legal entity whose name is listed overleaf and including the listed or additional drivers as set out in (a) and its agents/representatives.
Lessor: Belpex Trading CC, its members, employees and agents.
Vehicle Condition Report: report drawn up between Lessor and Lessee indicating damages to the vehicle.
Single/plural: the singular shall include the plural and vice versa, the feminine the masculine and vice versa.
Rental day: each 24 hr cycle starting from the time of delivery of the vehicle, or from the pre-booked time/date if applicable, whichever is earlier.
Rental period: the period from date and time of delivery of the vehicle from the depot of the Lessor until the date and time of its return at the depot of the Lessor.
Depot: the business premises of the Lessor, being the yard of the Engen Service Station at 107 Roeland Street, Cape Town.
- 2) Vehicles shall be regarded to have been delivered in good order and repair, and in roadworthy condition. It is the Lessee's responsibility to check and accept the Vehicle before taking possession. The Lessee, on behalf of any drivers, passengers and or occupants in the rental vehicle and or any other entity from whatsoever source hereby irrevocably indemnifies and releases the Lessor Belpex Trading CC, its members, employees and agents from any damages by what so ever definition and or injury and or physical disability and or death sustained by virtue of driving the Vehicle or by virtue of being a passenger and or otherwise in the said Vehicle.
- 3) Fuel, oils and water levels are full on leaving the Lessor's depot for delivery. It is the Lessee's responsibility to check and top-up water and oil levels regularly. Fuel and top-up oil used during the rental period are for the account of the Lessee. In the event that any warning lights/sound come on on the Vehicles's dashboard, or with other signs of loss of oil pressure, leaks or overheating, the Lessee shall take immediate action as to avoid damaging the Vehicle's engine and at the first opportunity verify oil and water levels, fill-up if required, check for leaks and monitor the situation as to minimize damage. In the event of, or on suspicion of a mechanical malfunction or leaks, the Lessee shall inform the Lessor forthwith. The Lessee shall only use the correct fuel as specified under (c) above.
- 4) Vehicles are returned to the Lessor's Depot at the expense of the Lessee and with a full tank of fuel. The Lessee is to provide proof of filling-up from a service station within 10km of the Lessor's depot and dated within 12 hrs before the Vehicle's return. Vehicles not filled up will be re-fueled at the expense of the Lessee and the Lessee shall be liable for a R30 re-fuelling fee.
- 5) Vehicles shall be returned to the Lessor in a similar condition as received, except for fair use, wear and tear. Any damages to the vehicle not listed on the Vehicle Condition Report shall be considered new and the repair thereof shall be for the account of the Lessee. Excessively dirty Vehicles, and/or Vehicles used on gravel roads and/or with animal hairs/odors will attract a valet fee of minimum R100. Vehicles can only be inspected for damages after a valet/wash and between 8h and 17h on workdays. No vehicle shall be accepted 'clear' or damage free, and no deposit shall be released/refunded before such inspection.
- 6) Vehicles shall be returned as per arrangements set out in (b) above. Late returns are subject to a 50% surcharge on the daily rate for each day late.
- 7) A 24 hr notice shall apply to each variation on an agreed return arrangement, and any extension is subject to approval by the Lessor. Where a vehicle is returned earlier than initially stipulated, the daily rate as advertised on the Lessor's website www.pennyks.co.za for such Rental Period shall apply. For any extensions, the rate applicable for the initial Rental Period shall stand for the whole Rental Period.
- 8) Guideline for tyre pressure: 2 to 2.2 bars. Punctures and any replacement tyre during the rental period are for the account of the Lessee. Note that NO retreads are allowed on the Vehicle and any tyre replaced must be of the same size and with similar or less wear as the other tyre on the same axle.
- 9) This contract allows use of the Vehicle only within the Use Zone as defined in (d) above – ie. within 250 or 750 km by road from central Cape Town. If at any time during or after the rental period, it emerges that the Vehicle is/was used outside this specified Use Zone, or ODO meter tampered with, a R100 surcharge will apply for each & every day of the full rental period.
- 10) Please drive safely and responsibly: park the Vehicle in a safe place, don't leave valuables visible, close windows and lock doors. The Lessee shall at all times use all the security fitting provided, being GEARLOCK and gorilla lock and or electronic immobiliser/alarm. He shall keep all vehicle keys under his control at all times.
- 11) The Lessee and additional drivers shall at all time respect the traffic code and speed limits. They shall not drive under the influence of alcohol or drugs, nor allow any other person not listed herein to drive the rental vehicle. Traffic fines will be forwarded to the Lessee and will be charged and recovered from the Lessee and are subject to an admin fee of R100 each. A R500 retention on any cash deposit or a R500 card authorization shall apply for the purpose of settling any possible outstanding traffic fines and its admin fee incurred. The balance of the R500 after deduction of any possible traffic fines, admin fees or surcharges will be released 60 days after the date of return of the Vehicle. The Lessee hereby indemnifies the Lessor, its members, employees and agents from any traffic violation.
- 12) Please inform us soonest if you are involved in an accident or if you experience technical problems. For technical assistance or towing services please contact Star Breakdown on 021 7037043 (24/7 – all areas).
- 13) In the event of a breakdown or an accident, Penny K's will endeavor to repair on the spot or bring you an alternative car, subject to availability within our own fleet. This provision does however not apply outside the Use Zone as defined under d). In this instance the cost of getting the Vehicle back to the Lessor's Depot will be charged to the Lessee. The Lessee indemnifies the Lessor from any claims for alternative transport, accommodation or any other form of compensation and/or damages.
- 14) The Lessee shall not allow the Vehicle to be used for towing, off-road use, racing of any kind, be overloaded or overheated. Any damage, including body; interior; engine; gearbox; clutch; suspension; tyres; etc. caused by abuse or negligence or from use on gravel roads or off-road are for the account of the Lessee. The cost of repair for such damages will be recovered from the Lessee and be subject to a R300 admin fee.
- 15) Vehicles are comprehensive insured (excl. off-road use, windscreen, tyres, rims and soundsystem), subject to the conditions of the insurance policy as amended from time to time. The insurance covers damages to own Vehicle, third party cars and property. Only claims for the Lessee or the listed drivers will be accepted. The Lessee is liable for the first amount payable, also called 'excess' as stated in (c) above. The applicable excess for accident damages, loss or theft is payable at claim stage. In the event of accident or theft, you are required to make a statement at the police station closest to the scene of accident/theft within 24hr of the incident. All claims and all instances of damages, loss or theft are subject to a R300 admin fee. A 50% portion of any excess paid will be refunded only if & when recovered from a 3rd party or insurer. The applicable excess shall increase with R500 per instance if the driver at the time of accident is under age 21 or hold his drivers license for less than 2 years. A R15 surcharge on the daily rental rate shall apply to Vehicle where the Lessee or any listed driver is under age 21 or hold his license less than 2 yrs..
- 16) In the event of a call-out requested by the Lessee for any reason other than a breakdown, mechanical failure, malfunction or accident, the Lessee will be liable for a R300 call-out fee + R5/km travelled (ie flat tyre, lights left on, key lost etc.).
- 17) In the event that the Lessee wishes to upgrade or change his rental Vehicle, except in the event of genuine mechanical problems, breakdown or accident, an admin fee of R100 shall apply for each change.
- 18) The Lessee shall not remove any stickers or branding/decals from the Vehicle or its rear window. A penalty of R300 shall apply if any of such are removed.
- 19) In the event that the Lessee or additional drivers fail to respect any of the conditions of this contract and/or fail to pay rental or other charges due and/or fail to provide for the deposit/rental charges on his credit card, we reserve the right to recover the car instantly, terminate the rental contract and lay charges. Should legal action be instituted for the recovery of monies due, the Lessee agrees that legal costs on the scale as between attorney and own client be recovered, as well as a collection commission at the rate of 10% on each payment. The Lessee consents to the Magistrate's Court jurisdiction in respect of any action instituted by the Lessor in connection with this agreement and agree that the Lessor may in its discretion institute action in any High Court division in South Africa having jurisdiction, to which jurisdiction the Lessee hereby consents.
- 20) The Lessee hereby authorizes the Lessor to charge any rental charges and surcharges, insurance excess and admin fee, fuel and re-fuelling fee, damages and its admin fees, traffic fines and its admin fee, legal costs and fees and any other charges, recoveries or penalties as per above clauses to the Lessee's credit card as listed overleaf, or to withheld such from any cash payments or deposits received, but subject to motivation by the Lessor.
- 21) Rental charges and contract fee are due at the start of the Rental Period, together with the cash deposit if applicable. Payments are cash, EFT or credit card and full settlement of all charges, fees, penalties, levies and surcharges is due at the end of the Rental Period. Interests of 2% per month will be charged on overdue accounts.

I have read, understand and accept the conditions set out herein and declare that the information supplied is true and correct:

Signed by Lessee: