

## **TRADING TERMS AND CONDITIONS**

**REVISED - AUGUST 2018**

### **Terms of agreement**

- The agreement shall be for the vehicle rental by the hirer from the company.
- Both parties duly agreed and signed the agreement and as such shall be binding on both parties.
- The agreement shall include terms based on the quote supplied by the company to the hirer, according to the information and facts provided by the hirer to the company on enquiry.
- The hirer therefore states that this information was provided to be true and correct.
- Should the hirer wish to amend the terms of the agreement, the hirer hereby acknowledges that same shall be done in writing.
- The company shall be entitled to reject the proposed new terms and terminate the original agreement at any time.
- Until such time as a new agreement can be reached between the parties, the company shall withhold any payments made by the hirer.

### **Quotation & signing of pre-agreement forms**

- The company shall provide the hirer with a quotation based on the needs and requests of the hirer, which the hirer duly communicated to the company.
- The hirer acknowledges that the information provided to the company is true and correct. Should the said information be found to be incorrect, the company shall not be held liable for any errors and/or miscommunication found in the quotation.
- Should the hirer accept the quotation, the hirer shall be obliged to sign the agreement. It is noted that should the hirer not sign the agreement, any written acknowledgment, whether by email, fax and/or telephonically, the said communication shall be deemed as an acceptance of the terms as provided for in the quotation.
- Any payments made by the hirer to the company, based on the quotation, shall be deemed as an acceptance thereof.
- In the event that any facts given to the company change, whether it be the time period, route information, or any information previously given to the company, whether it relate to the proposed and/or accepted quotation, the company shall provide the hirer with a new quotation, setting out these changes. The same acceptance policy as set out above shall apply to the new quotation.
- The company reserves its rights to withhold any payments made by the hirer and/or delay the commencement of the agreement, until such time as the new quote has been accepted. Should any information be disputed by the hirer in the quotation, the company shall not be held liable for any alleged errors of whatsoever nature.
- Prior to the job being executed, the HIRER is obliged to sign an Initial Agreement & vehicle checklist, which would include the description of the proposed job.
- The Quotation and/ or Initial agreement & vehicle checklist, once accepted is binding on both parties. Additionally, it is deemed that the HIRER has accepted the Company's Terms & Conditions when payment (based on the pro forma invoice) for the services offered by the Company has been made

### **Rates**

- The company shall base the quotation, as explained above, on its internal rate structure.
- The said rate structure is based on but is not limited to, the period for which the hired vehicle is rented and whether the company shall provide a driver.
- The rates may further include but is not limited to insurance premiums, labour, fuel, e-tolls, fines, tracking fees, administration fees.
- The company shall be entitled to escalate the above mentioned rates annually by specifying the said increase in writing.
- The rates do not include any additional costs incurred by the company in carrying out the service, including but not limited to payment of fines, vehicle abuse, down time, excess travel, driver overtime, delivery and/or collection fees and/or recovery fees in the event of an accident, hijacking or any other loss of vehicle. Signing of pre-agreement form (initial agreement)

- Prior to the job being executed, the hirer is obliged to sign an initial agreement, which would include the description of the proposed job.
- This initial agreement and/or the quote, once accepted is binding on both parties. Additionally, it is deemed that the hirer has accepted Book a Bakkies terms and conditions when payment (based on pro-forma invoice) for the services offered by Book a Bakkie has been made.

### **Deposit**

- The company reserves the right to charge a cash or holding deposit to the hirer which will be fully redeemable when the vehicle is returned. The company also holds full rights to retain this deposit should any terms of the agreed upon contract be breached, such as additional charges for fuel, labour, damages, fines, etolls or any other vehicle hire surcharges.

### **Payments, protocols and general information**

- The company operates on a cash only basis. Payment can be made via EFT, credit card, debit card, direct bank deposit or cash at a branch.
- It is against company policy to dispatch a vehicle for a delivery unless full payment has been received. Proofs of payment will suffice as payment if payment was made from another bank.
- In the event that the hirer is making use of a company vehicle without a driver, then only payment method acceptable is via credit card. No exceptions will be made. The company retains the right to charge a 4.5 % (percent) surcharge over and above the amount payable.
- Any inclusions and exclusions stated on the pro-forma are deemed to be correct and binding. Additional charges incurred from the exclusions will be passed onto the hirer, and shall be disclosed to the hirer at such time as the company becomes aware of such charges.
- The pricelists stated on the Book a Bakkie, Dial a Truck, Power Truck Hire & Spartan Truck Hire website are subject to change without notice.
- As per company policy, the company retains the right to make refunds within thirty days of the final tax invoice being received.
- In order to process refunds, the hirer is required to furnish the company with their banking details. Should the incorrect banking details be provided, the onus will fall on the hirer to recoup any monies from the account holder in which the refund was made.
- The company retains the right to withhold any and all monies owing to the hirer should a dispute be raised regarding the hirer's invoice. The monies will only be released once a full investigation has been conducted.
- Book a Bakkie, Dial a Truck, Power Truck Hire & Spartan Truck Hire are a subsidiary of Spartan Truck Hire (Pty) Ltd. The company retains the right to pass over any clients to its parent company.
- Should there be any additional charges incurred by the hirer, during the agreement, for whatsoever nature, caused by the hirer, the company shall be entitled to a further payment from the hirer, whether the charges were incurred before or after the agreement commenced.
- The company retains the right to take payment from the hirer's credit card within 5 days of making the request for payment known.
- In the event that the hirer cancels hire for whatever reason, a cancellation fee of R350.00 will be charged

### **Insurance**

- The company bears insurance of the vehicle
- Only authorized drivers are permitted to operate the vehicle, a drivers license is to be supplied for all vehicles, this is the only person that is permitted to drive the vehicle. Should there be a change of driver the new drivers license has to be supplied to the Company in order for us to update our systems accordingly.
- Any deviance in agreement of these terms and conditions, such as but not limited to, overloading, transportation of illegal substances, coercion of company representatives, any form of negligence, will result in the hirer assuming full responsibility of the vehicle and driver, as well the Company repudiating any claims & the Hirer will be held solely responsible for all costs as well as legal fees, penalties and/or fines.
- Insurance excess of the vehicle hired is stipulated on the Quotation as well as the Initial Agreement

- Insurance excludes the following in the event of damage or loss: The total costs for the below exclusions will be billed to the Hirer, if the costs of the repairs and/or replacement is less than the Insurance Excess
- Windscreen
- Under Carriage
- Tyres including the sparewheel
- Rims & Hubcaps
- Clutch
- Tools
- Loadbody
- The company provides no goods-in-transit insurance , passenger liability or 3<sup>rd</sup> party insurance.
- In the event of a vehicle having an accident or malfunction, the company takes no responsibility in the damage of goods or loss of time; however the company will endeavour to replace the vehicle in the shortest possible time. Normal company charges will be passed on to the hirer for the replacement vehicle
- The vehicles are all comprehensively insured including 3rd party insurance, on condition that a Company representative is operating the vehicle.

#### **No responsibility for the load (GIT)**

- The company shall at no point be liable for any damage or loss of goods cause by whatsoever nature, being transported by one of the company vehicles.
- The hirer, on commencement of the agreement, shall be responsible for the vehicle and/or the goods being transported by the vehicle and the driver.
- The company shall not be liable for any damages caused directly and/or indirectly by the vehicle and/or the transportation of the goods in the vehicle and/or the conduct of the driver in handling the goods whether the driver and/or the company was in any way negligent in the handling of the vehicle and/or the goods.
- The hirer shall be responsible for any loss or damage of goods during a period of transportation in which the company's vehicle is being used.

#### **Not people carriers**

- The company hereby states that it is not a public transporter of persons.
- Any customer attempting to transport more than 1 person will be held liable for any penalty incurred by the company as a result.
- The company also holds every right to terminate such a contract should a customer ignore this term.
- In special circumstances, a vehicle designed for the transportation of people will be supplied but only if agreed upon by both parties in writing.
- The company removes itself from any and all liability should a vehicle transporting people be in an accident.

#### **According to arranged agreement**

- Every job will be executed according to the agreement entered into by the hirer and the company.
- Any deviation from this agreement provides the company the right to dissolve the agreement and retract services with no recall to reimbursements.
- Every agreement entered into between the company and the hirer will be based upon a beginning and end contract date.
- Should the vehicle not be returned by the agreed upon end date, the company retains the right to view the vehicle as being stolen and take full legal action against the hirer.
- A recovery fee of R5000.00 per vehicle will be charged should the vehicle not be returned on the date specified and/or if the company has dissolved the agreement.

#### **Fully responsible for vehicle**

- The hirer assumes full responsibility of the vehicle under the agreement.
- Any loss and/or damage to the vehicle caused by whatsoever nature which may include but not limited to misuse, overloading or loading of forbidden items is the sole responsibility of the hirer.

- The hirer shall be liable for any additional costs and/or fines and/or penalties incurred during the period of the agreement.
- Should the hirer refuse to pay the additional costs incurred, the company reserves its right to take legal action against the hirer.

### **Vehicle dispatch**

- Upon the dispatch of a vehicle, the company hereby guarantees that the vehicle is in good order, both mechanically and aesthetically. This will be ensured by a multipoint quality control check. The company also ensures that every vehicle will be dispatched with a full tank of fuel.
- The company ensures that every effort will be taken to dispatch the vehicle at the time agreed upon by both parties, however, should a vehicle be dispatched at a later time than what was agreed upon for any reasons of whatsoever nature, the company retains the right to pass on any additional costs (driver or crew overtime) to the hirer
- The hirer needs to sign the initial agreement as well as the vehicle checklist as confirmation that the vehicle has been received.

### **Delivery Mileage**

- The customer will be charged for delivery mileage of the requested vehicle, both to and from the company's premises.
- The delivery mileage will be included in the quoted agreement prior to the execution of the job.
- If for any reason whatsoever, the delivery fee is not included in the quotation; the hirer will have no claim against the charge being added to the hirer's final tax invoice.

### **Arrival of vehicle**

- All vehicles shall be delivered to the hirer at the agreed time in the agreement.
- Should the vehicle not arrive on time at the agreed time and/or location of a delivery, any additional costs incurred will be passed onto the hirer.
- The company cannot be held liable should the arrival time of the vehicle be delayed due to the existence of any unforeseen circumstances such as, but not limited to: traffic, inclement weather conditions, striking on the delivery route.
- In the event that the company has been provided with the incorrect address, provide incorrect directions and/or false information for delivery, the hirer shall be liable for additional charges based on the extra travel and/or wear and tear of the vehicle.
- In the event that the vehicle arrive late at a delivery point, due to the negligence of a driver, then any additional costs associated with the driver's negligence will be held by the company until a full investigation has been concluded.
- In the event that the vehicle arrive late at a delivery point for whatever reason, the company will not be held liable or compensate the hirer for any expenses , penalties, consequential loss or damage.

### **Return of the vehicle**

- By the latest on the anticipated date of return or earlier termination of the agreement at the discretion of the company, the hirer shall:
  - Discontinue all use of the vehicle; and
  - Return the vehicle back to the company in good condition and proper running order, in a roadworthy condition with fair wear and tear allowed for.
  - Notwithstanding anything to the contrary, the company in its sole discretion shall be entitled to, without any notice, terminate the rental agreement forthwith and to take immediate possession of the vehicle.
  - The company shall endeavour to supply and, for the duration of the agreement, keep the vehicle free from defects.
  - In the event o the vehicle becoming faulty or unfit for use during the agreement, 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.

### **Delivery and Risk**

- The company does not warrant that the vehicle will be available to the hirer at any stipulated or prearranged hour or date and the hirer shall have no claims for loss, inconvenience or damage arising from any late delivery. The hirer hereby indemnifies the company against all claims instituted by third parties which emanate from such late delivery;
- The company shall not be obliged to place another vehicle at the disposal of the hirer in the event of the vehicle being damaged, stolen or rendered unfit for use.
- The hirer hereby acknowledges that the vehicle was delivered to him by the company;
- In good order and repair with all its accessories and appurtenances in working order, and in a roadworthy condition, and;
- With its radiator, oil reservoirs, and petrol tank properly filled, and the hirer undertakes that until the vehicle is returned to the company he will maintain, at his own expense, a sufficient amount of water and oil in the engine of the vehicle;
- Complete with spare wheel, jack, wheel brace and triangles, only in the event that the company supply the vehicle.
- The hirer indemnifies and holds the company harmless against all claims of whatsoever nature and howsoever arising which may be made against the company resulting from the use of the vehicle or the manner in which it is driven while in the possession of the hirer, including claims which may be attributable to acts or omissions of the company and its employees, agents or servants.
- The hirer hereby absolves the company from any liability arising from the malfunctioning of the vehicle.

### **Breakdowns**

- In the event of damage to, or breakdown of the vehicle, due to any cause of whatsoever nature, all charges incurred by the company in repairing that vehicle will be passed on to the hirer unless it can be shown otherwise.
- The company has the right but not the obligation to supply the hirer with a replacement vehicle. However, should a replacement vehicle be supplied, any kilometres that are travelled by the replacement vehicle will be added to the total end kilometres of the hirer's trip.
- Additionally, the rate for daily hire and collision and damage indemnity costs will be passed onto the client.
- The company has the right to charge the client for vehicle downtime costs, unless normal wear and tear can be proven.

### **Tracking**

- The company hereby ensures that the vehicle supplied to the hirer has, at a minimum, one hijack tracking device fitted in its vehicle.
- The company however, cannot guarantee that the hired vehicle is fitted with a vehicle (time, speed and route) tracking device.

### **Overloading or vehicle abuse**

- Should the hirer be found guilty of any overloading or abuse of the vehicle in any way of whatsoever nature, same shall be grounds for the immediate termination of the agreement.
- The company will thereafter be entitled to retain any monies paid to the company in terms of the agreement.
- Any additional charges and/or fines incurred due to the overloading or abuse shall be for the hirer's account.

### **Transportation of Hazardous Chemicals**

- The company will undertake the transport of hazardous chemicals provided all documentation regarding the nature, size and chemical compositions are provided by the client.
- In the event that any false information has been provided, of whatsoever nature, same shall be grounds for the immediate termination of the agreement. The company will thereafter be entitled to retain any monies paid to the company in terms of the agreement.
- The company shall further retain the right to seize the goods and pass them over to the relevant authorities.

- Any additional penalties and/or fines incurred by the company shall be for the hirer's account. The company does not offer GIT on hazardous goods.

#### **Abnormal Loading and illegal substances**

- The company hereby states that it is not qualified or empowered to transport abnormal loads or illegal substances as stipulated in the Road Traffic Act.
- Any attempt at such will result in immediate termination of the agreement, without any refund whatsoever.
- Any additional penalty and/or fine incurred directly or indirectly by the company shall be for the hirer's account.

#### **Use of sub-contractors**

- The company reserves the right to use a sub-contractor for any delivery it sees fit.
- The hirer acknowledges that it is aware of the use of sub-contractors by the company and upon payment of the above quotation, the hirer is deemed to accept the use of a sub-contractor.
- At no point can the hirer make any claims against damaged goods and any other claims whatsoever, through the use of a sub-contractor by the company.

#### **Not a furniture removal company**

The company does not act as a furniture removal company.

- The company will supply a vehicle and driver and assistants if requested. The company will not provide any items that can be expected of a furniture removal company.
- The company's policy on GIT applies the same to furniture removal and the hirer can have no claim against the company for damaged goods caused directly and/or indirectly for whatsoever reason or nature.
- Any vehicle dimensions supplied by the company are deemed to be approximate and at no point will the company be held liable for any incorrect dimensions given.
- For long distance loads the company has the right to make use of any long distance transporter it sees fit. The company cannot at any point be held liable for damage to any property.
- The company needs a minimum of 2 working days' notice from date of payment in order to secure a vehicle for the long distance transportation.
- The company may not be held liable for any costs that the hirer incurs due to lack of vehicle availability from the company.
- The company retains the right to cancel any hire due to mispricing, incorrect information supplied by the hirer, difference in goods stated and for any and all false information's provided.
- Arrival times are estimates and are not accurate

#### **Damage of the vehicle due to hirer's goods**

- The cost of repairing any damages to a vehicle, in which the damages occurred during a delivery of a client, will be passed onto the client.
- The company retains the right to charge the hirer for any downtime incurred by the damaged vehicle.

#### **Cannot deviate off route in any way**

- No vehicle dispatched on the agreement can deviate off the geographical route at any point for the contract unless granted permission to do so from the company.

#### **Use and Control**

- The hirer shall not:
- Cause or allow the vehicle to be neglected, abused, damaged, modified in terms of its components, be tampered with or removed or the components of the vehicle to be replaced or to be used for any purpose for which it is not designed or intended or 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 or to be overloaded, driven recklessly and/or negligently;

- Convey articles in the vehicle which may cause damage to the upholstery or any other part of the vehicle.
- Contravene, but instead shall comply with the terms and conditions of every insurance policy and/or risk retention conditions issued in respect of the vehicle.
- Permit any person to drive the vehicle while under the influence of drugs or medication or alcohol;
- Allow the vehicle to be in any area, such as an unrest area, where there is or could be a risk that the vehicle may be damaged, through civil disturbance, social or economic protest or any act associated with the foregoing, including any act by any person in authority taken for purposes of controlling or preventing or suppressing or otherwise dealing with any such occurrences;
- Permit any person other than the duly appointed driver to drive the vehicle during the contract period.
- The hirer shall at all time exercise due care during the contract period and any extension thereof;
- To the extent that the HIRER will take all reasonable precautions at its own expense, to safeguard the vehicle from any loss, harm or damage;
- The HIRER acknowledges that the fuel tank was full when the vehicle was delivered to the hirer at the inception of this hire agreement. The agreement includes the cost of fuel, however, any excess km travelled over and above what is stated in the pre-agreement will be recovered from the hirer.
- The hirer shall allow the company, or its servant or agent all reasonable rights and access to the vehicle and if called upon to do so, disclose to the company, the vehicle's locality, kilometres on the odometer and state of the vehicle at any time..
- 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 with the SAPS and company.
- In addition to the aforesaid the HIRER shall furnish all further assistance, details and cooperation as may be required by the company and/or its insurers to deal with any matters arising from the above said event and/or the recovery of the company's losses and/or assessment of its liabilities
- **The hirer is not permitted to use the vehicle to propel or tow another vehicle or machinery.**

### **Repairs to the vehicle**

- Any repairs, alterations, improvements, maintenance of an electronic or mechanical nature to the vehicle, will be done in the sole discretion of and according to the terms specified by the company
- In the event of the hirer affecting such repairs to the vehicle without prior consent or written authority of the company, the costs of such repairs will be borne by the hirer.
- 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 arisen by virtue of the hirer's abuse 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.
- In such an event, or in the event of the vehicle being damaged in a collision as a result of the hirer's negligence, the hire of the vehicle shall be deemed to continue until the day upon which the repairs are completed.

### **Drivers**

- When a driver has been requested by the hirer for a delivery, the driver is deemed to be under the hirer's employ for the entire duration of the delivery (until the vehicle is returned to the company yard).
- It is the hirer's responsibility to ensure that legal parameters are kept and that the vehicle is safely managed throughout the duration of the agreement.
- Any attempt by a hirer to drive the vehicle him/her self without prior consent by the company will result in the immediate termination of the contract without refund.
- In that event, the company reserves its rights to take full legal action against the hirer.
- The company ensures that the appointed driver of the vehicle is fully licensed (depending on the vehicle, with a code 08, code 10, and/or code 14 license) and in the event of a larger vehicle has a valid Public Driving Permit (PDP).
- The company abides by the terms and conditions set forth by the Labour Bargaining Council of South Africa.
- Overtime, double time and sleep out charges will be passed onto the hirer, in instances where it is deemed necessary by the company to recoup any additional charges incurred for overtime of both drivers and/or assistants.
- The company shall be entitled, but not obliged, to provide the hirer with any information regarding driver and/or assistant overtime.

- The hirer has absolutely no claim against additional charges for driver and/or assistant overtime, double time and sleep outs.
- This is reassured by the clause in which upon payment of the pro-forma invoice it is deemed that the hirer has agreed and will abide by the company's terms and conditions.
- By law, the company has to charge the hirer for the use of a company appointed driver for certain minimum hours. The breakdown is as follows: weekday- 4 hours, Saturdays – 6 hours and Sundays or public holidays – 8 hours
- In the event that a query is made by the hirer, the company retains the right to withhold the hirer's funds until a full investigation has taken place.
- In the event that the company agrees to hire out a vehicle without a driver the following must be adhered to:
  - Payment must be made via credit card
  - In the event that the vehicle has not been returned by the hirer on the agreed upon end date, the company retains the right to take full legal action as well as any amount off the hirer's credit card that the company deems necessary.
  - Should the vehicle be in an accident, the company has the right to take payment from the hirer's credit card without prior consent. This will take place to recoup the vehicles insurance excess.
  - It will be deemed that the individual whose drivers license is used for the booking will be the only person driving said vehicle. Should this not be the case, the company retains the right to take full legal action against the hirer.
- The hirer must provide the necessary licenses to the company in proof that the said driver is qualified to drive the vehicle according to the below minimum requirements
  - Driver must be over the age of 25 years
  - Driver must be driving for a minimum of 5 years
  - Driver must have a valid Public Driving Permit (PDP) where applicable

#### **Purely as a driver not as anything else**

- All company drivers are employed to drive.
- Should the hirer insist that the driver assist in any other activities of whatsoever nature including but not limited to, packing the goods, loading and offloading goods, the hirer shall be responsible for any injury to the driver and/or damages to the goods.
- Should the company become aware that the company driver was acting under duress; the company retains the right to terminate the agreement and demand the immediate return of the vehicle.
- The company shall further be entitled to withhold any payments made to the company.
- The company further reserves its right to take full legal actions against the hirer and hold the hirer responsible for any additional costs of whatsoever nature caused directly and/or indirectly by the duress.

#### **Death and/or injury**

- The company holds no responsibility for any death or injury of whatsoever nature caused directly and/indirectly by a company vehicle and/or driver, during the course of a delivery.
- On commencement of the agreement, the hirer shall be responsible for the vehicle and/or the driver during the commencement period of the agreement.
- As such the hirer shall not be entitled to any claims against the company in this regard.

#### **Traffic fines and penalties**

- Should the appointed driver be coerced into parking in illegal zones or exceeding speed limitations, the hirer will be held fully responsible for any fines and/or penalties, and the hirer will have no recall to any deposit paid to the company.
- If any fines and/or penalties whatsoever are incurred, the company retains the right to withhold the clients deposit until a full investigation has taken place.

#### **Ownership and Liens**

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.

- The hirer shall not retain possession, use or enjoyment of the vehicle beyond the agreement, 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.
- The hirer shall not:
  - Sub-contract, sublet or lends the vehicle out without the company's written permission;
  - Allow any lien, attachment or other encumbrance to come into effect in respect of the vehicle.
- Warranties and Representation
- The hirer warrants that he has not been unduly influenced to enter into the 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 or performance of the vehicle;
- The hirer acknowledges that all warranties, express or implied by law, are specifically excluded or not available to the hirer.
- The hirer hereby warrants and represents that all statements contained in this agreement are true and correct. It is furthermore agreed that all details appearing on the reverse side hereof shall be deemed to form part of this agreement.

### **Indemnity**

- Any driver or servant or operator, provided to the hirer by the company, shall be deemed to be in the employ for of the hirer for the period of the agreement or any extension thereof, and the hirer hereby indemnifies and holds the company harmless against any actions that may be brought against the company by any third party as a result of any action whether willful or negligent of the driver or operator.
- 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 whomsoever 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:
- 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.

### **General**

- No alterations or variations of any of the terms and conditions of this Agreement as well as the Terms & Conditions on the reverse of the Initial agreement & summarized Terms & Conditions on the website or waiver by the company of any of its rights in terms of this agreement shall be binding upon the parties unless contained in writing and signed by both the company and the hirer.
- 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 hereof.
- Where it is a term of the hiring that the company shall provide or appoint drivers as or assistants in connection with the packing, loading, tying, lifting or offloading 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 may be suffered in any way arising from or connected to any of the work so performed;
- No employee, driver or agent of the parties shall have any right to waive, amend or abandon the terms and conditions of this agreement;
- A decision by the company as to which terms hereof are to be severed shall be final and binding, which decision the company may make, at any time, including during any legal proceedings;

- The hirer warrants that every fact, term, condition obligation and warranty committed to by the hirer in entering the 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 the agreement without these safeguards;

### **Signing Authority**

- In the event of the HIRER being a firm, partnership, corporation, company 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 their personal capacity for payment of all amounts owing in terms of the agreement.

### **Surety and Co-principal Debtor**

- The signatory/ies, having renounced the benefits of exclusion and division, hereby binds himself/themselves jointly and severally as surety and co-principal debtor/s in solidum with the hirer unto and in favour of the company, its order or assigns, for the due performance by the hirer of all its obligations to the company.
- Through the designated signatory/ies signature and/or the acceptance of these terms and conditions and/or the acceptance of the quote sent to the hirer, the signatory/ies are jointly and severally liable for any claims and/or monies owing by the hirer to the company and as such, the company may institute the necessary action against the signatory/ies for any monies which are due and owing to the company

### **Further instances of termination**

- The Company further reserves its right to terminate the agreement in instances not previously stated, without reimbursement should:
  - Driver Abuse, whether physically and/or emotionally
  - Any form of coercion or bribery between the HIRER and/or any of its representatives & any representatives of the Company
  - If any rule set forth by these Terms & Conditions are reneged upon such as the transportation of illegal substances , rubble, unauthorized towing of the Company vehicle or any other vehicle; as well as if “no areas” & overloading is defied
  - Should any deviance in the agreement occur, without the consent of the Company, the Company reserves its right to withdraw from the agreement without the need to reimburse the hirer.
  - All material breaches of any material terms whatsoever nature or form, in terms of the agreement, by the hirer

### **Warranties & Representation**

- The Hirer warrants that he has not been unduly influenced to enter into the agreement nor has he relied on any representations made by or on behalf of the company in regards to the conditions, state of repair, capabilities, fitness or suitability for any purpose, the year of the vehicle manufacture, odometer or performance of the vehicle;
- The Hirer acknowledges that all warranties, express or implied by law, are specifically excluded or not available to the hirer.
- The Hirer hereby warrants & represents that all statements contained in this agreement are true & correct. It is furthermore agreed that all details appearing on the reverse side hereof shall be deemed to form part of this agreement.

