



## GPS Rental Agreement

Hirer Details		
Reservation No:	Company Name:	
Surname:	Date of Birth:	
First Name(s):	ID or Passport:	
Postal Address:	Country:	Code:
Street Address:	Country:	Code:
E-mail Address:		
Tel (B):	Tel (H):	Fax:
Credit Card Type:	CC No:	
Authorisation No:	Expiry Date:	
CVV:	Pre Auth Amount:	Signature:

I hereby authorise you to debit my credit card (or any re-issued credit card replacing the original) with all rental and call charges per invoice as well as any damages or loss of equipment which I am liable for. There may be multiple credit card transactions.w

Equipment Details - Contract Timeframe			
Model:	Accessories:	Car Charger	
Serial No:		Suction Mount	
GPS No:		Clip	
Pin Code:			
Time:	Collection Date:		
	Expected Return Date:		
	Expected Return Location:		
Rates			
Rental (Daily):	Payment:		
Excess (Daily):	Payment date:		
Consultant:	Payment recieved by:		
Location:			

Made this..... day of.....year.....between Around About Cars and the hirer of the above address which the hirer chooses domicillium et executandi for all purposes. IT IS HEREBY AGREED that Around About Cars shall supply and the hirer shall rent the Equipment as described above on the terms and conditions specified on the reverse side hereof. The hirer acknowledges having recieved the Equipment described above in good working order at the time and date specified herein. IT IS FURTHER AGREED that the rental shall be payable in advance and that all charges shall be payable immediately on completion of the contract. CLIENT TO REQUEST RETURN SLIP. All units not returned will be for CLIENT account. ALL UNITS to be returned to Around About Cars, 20 Bloemst., 8001 Cape Town, Phone 021 422 4022 to confirm nearest store location. By his signature hereto, the hirer agrees to be personally liable for all charges in terms of this rental agreement and has read and understands and accepts the conditions.

CLIENT TO REQUEST RETURN RECIEPT

Print name (Hirer): \_\_\_\_\_

Signature Hirer: \_\_\_\_\_

## 1. INTERPRETATION AND DEFINITIONS

The clause headings in this agreement shall not amplify the meaning or assist in the interpretation of the clauses. For all purposes under this agreement the words and expressions hereunder shall bear the meaning and definition set out as follows:

- 1.1 BANK CREDIT CARD – a credit card issued and as defined in the relevant legislation;
- 1.2 CALL – any telephone call made by the Hirer with the use of the Equipment;
- 1.3 DAY – a period of 24 hours calculated from the time stipulated on the collection date in the front of this agreement or any part thereof;
- 1.4 EQUIPMENT – The GPS and any accessories as outlined on the reverse side hereto;
- 1.5 EXTENDED PERIOD – any days or time or period beyond the date stipulated on the reverse side hereto that the Equipment is not re-delivered to the Lessor for whatever reason and shall be deemed to include:
  - 1.5.1 In the event of the cause of damage thereto – the date until such damage has in fact been repaired; and
  - 1.5.2 in the case of total loss - the date until which it has in fact been declared to be such; and replaced.
- 1.5.3 in the case of theft or deprivation by any manner whatsoever of the Lessor of the Equipment - the date until which the Lessor has in fact received payment of all amounts due to it;
- 1.6 HIRE PERIOD – the agreed period commencing on the date stated on the reverse side hereto and ending on the date stated on the reverse side hereto;
- 1.7 HIRER – shall mean the following persons, jointly and severally, the one paying the other to be absolved:
  - 1.7.1 the signatory of this agreement;
  - 1.7.2 the person on whose behalf the signatory may sign this agreement or take delivery of the Equipment;
  - 1.7.3 the billing party (unless the billing party is the issuer of a bank credit card); or
  - 1.7.4 the authorised user in terms of a credit card;
- 1.8 LESSOR – means the firm or company whose name appears at the heading on the face hereof, or any subsidiary or associate company thereof and whose sole and exclusive ownership of the Equipment shall be incontrovertible.
- 1.9 The NETWORK – the legal entity/party appointed to provide mobile telephone services.

## 2. HIRE

- 2.1 The Lessor lets to the Hirer the Equipment more fully described on the reverse side of this form for the Hire Period and a rental and for the total consideration more fully specified on the reverse side of this form. In this regard it is specifically agreed that the Hire Period shall be calculated from the time of collection to the time of return and the daily rental shall be calculated for every 24 hour period or part thereof with effect from the time of collection.
- 2.2 Should the Hirer attempt to unilaterally cancel the Agreement, the Hirer shall be liable for the full charges of the Equipment as specified over leaf.

## 3. PAYMENT

- 3.1 The Hirer is liable to pay the Lessor on demand:
    - 3.1.1 for each item of Equipment hired, the appropriate rental charges in Advance of the Hire Period;
    - 3.1.2 An authorisation from R1000 for the Equipment as set out in 3.2 below.
    - 3.1.3 Delivery and insurance collection charges where incurred;
    - 3.1.4 A unit charge rate to be determined by reference to the Equipment meter reading computed at the rate shown overleaf for the number of units used; or where no such meter exists by reference to the Lessor's applicable rate of charge for usage to be determined by an itemised bill supplied by the Lessor;
    - 3.1.5 VAT and any other taxes payable on the aforesaid items.
  - 3.2 Where such payment or deposit is tendered in the form of a bank credit card for which the Hirer had signed or issued an appropriate voucher for submission to his Bankers, he hereby irrevocably and in rem suam authorises and empowers the Lessor to complete any such voucher for all such amounts as may ultimately be owing by the Hirer to the Lessor in any way arising from or connected with this agreement and to claim the same and recover payment thereof from Hirer's said bankers. In the event that the Hirer replaces or causes to be replaced such Bank Credit Card with another Bank Credit Card, then and in such an event, the onus will be on the Hirer to immediately report such replacement to the Lessor who shall be entitled to continue to debit the Hirer's new Bank Credit Card.
  - 3.3 In regard to any particulars or data not available and/or known on the commencement on the hire period the Hirer irrevocably authorises and empowers the Lessor to insert any such particulars and/or data at any time thereafter (and/or to produce a separate invoice) which, when so inserted or produced, shall be deemed to be part of the agreement, provided however that the Lessor shall at all times thereafter be entitled to claim rectification of the agreement to give true effect to the Hirer's liabilities where any such data has been inserted through the Lessor's mistake or miscalculation.
  - 3.4 If the Hirer agrees to take out Theft and Damage Protection (hereinafter referred to as TDP) on the Equipment as provided for on the reverse side hereof and in the event of loss or damage to the Equipment as a result of any accident or misfortune not otherwise excluded in terms of such TDP (which TDP shall exclude any one or more of the following: theft from an unattended motor vehicle, dishonesty, fraud, negligence, malice, theft by the Hirer, non-compliance with such TDP and confiscation by authority – then in such an event, the Hirer shall be liable for an excess of at least minimum R1000 or 40% (forty percent of the replacement value of the Equipment (whichever is the greater) together with the Lessor's charge for all calls up to 12 business hours after the loss of the Equipment was reported.
  - If the Hirer agrees to take out Super Theft & Damage Protection (hereinafter referred to as STDP) on the Equipment as provided for on the reverse side hereof and in the event of loss or damage to the Equipment as a result of any accident or misfortune not otherwise excluded in terms of such STDP (which STDP shall exclude any one or more of the following: theft from an unattended motor vehicle, dishonesty, fraud, negligence, malice, theft by the Hirer, non-compliance with such STDP and confiscation by authority – then in such an event, the Hirer shall be liable for a reduced excess of at least R500 or 20% (twenty percent of the replacement value of the Equipment (whichever is the greater) together with the Lessor's charge for all calls up to 12 business hours after the loss of the Equipment was reported.
  - If such TDP or STDP was declined by the Hirer or in the event that the loss of the Equipment occurred as a result of one of the abovementioned exclusions, or in the event that the Hirer fails to provide the Lessor with the information as set out in 3.9 below, then in such an event the Hirer shall be responsible and liable to the Lessor for the full replacement value of the Equipment or R1 500 (whichever is the greater) together with the Lessor's charges for all calls up to 12 business hours after reporting the loss of the Equipment to the Lessor in writing. It is also agreed that any loss, theft of any accessories such as chargers, batteries, belt cases and carrier bags are not covered by any protection cover herein referred to and the Hirer hereby indemnifies the Lessor for any charges resulting from the replacement of same.
  - If the Hirer agrees to take out Personal Call Cover (hereinafter referred to as PCC) on the package as provided for on the reverse side hereof and in the event of loss or theft of the Equipment then in such an event the Hirer will be liable for all calls charged exceeding the first R500.00, which is covered by PCC. If such cover is declined by the Hirer and in the event of loss or theft of the Equipment, or in the event that the Hirer fails to provide the Lessor with the information as set out in 3.9 below, then and in such an event the Hirer shall be responsible and liable to the Lessor for all calls charged together with the Lessor's charges for all calls up to 12 business hours after reporting the loss of the Equipment to the Lessor in writing.
- 3.5 Should the Equipment go out of order, a credit for half a day's rental will be passed for each full 12 (twelve) hour period that such Equipment has been out of order after the Hirer has reported such Equipment to be out of order;
- 3.6 Should the Hirer require a full itemised account, such account reflecting all calls will be posted to the Hirer upon the Lessor's receipt of such an account from the Network;
- 3.7 Should the Hirer elect to receive his invoice by e-mail, there will be no additional charge for the forwarding of the invoice. If however the Hirer elects to receive his invoice by mail there will be an additional mailing charge of up to R5 for an address within South Africa and up to R25 for an address outside South Africa.
- 3.8 Should the Hirer require to make international or roaming calls, the Equipment must first be unbarred and cleared for such purpose. In such an event a full itemised bill will be presented to the Hirer together with the Hirer's completed credit card voucher within FORTY FIVE (45) days of the return of the Equipment.
- 3.9 Should the Hirer lose or fail to return the Sim Card forming part of the Equipment for any reason whatsoever then and in such an event, the Hirer shall be responsible and liable to the Lessor for the sum of R150 plus Value Added Tax in respect thereof plus all other expenses incurred with the Sim Card whether it was by the Hirer or anybody else during the Rental period. It is recorded that the said Sim Card is not covered by any contract of insurance and this charge will not form part of any claim arising from the loss of any insured item referred to in Clause 3.4 and does not form part of any excess referred to in Clause 3.4.
- 3.10 In the event of the Lessor submitting an insurance claim, the Hirer undertakes to provide the Lessor

with all information including but not limited to the Police case number relating to the report of the incident, where applicable, and documentation necessary for the successful submission of the claim within 3 days of being notified to do so by the Lessor. Such notification shall be in writing and shall be deemed to have been received by the Hirer on the 4th day.

## 4. CAR HIRE

- 4.1 On termination of the car rental period for any reason whatsoever, the LESSOR reserves the right to charge the hirer the retail rental rate of R19.90 excluding VAT per day, for the balance of the rental period.

## 5. DELIVERY AND RISK

- 5.1 The Hirer acknowledges that the Equipment is in good order, condition and state of repair at the commencement of the hire period and shall return such Equipment in the same good order and condition.
- 5.2 All risk in the Equipment (whether within or beyond the control of the Hirer) shall pass to the Hirer immediately upon the Hirer taking possession of the Equipment and the Hirer shall be absolutely and unconditionally liable for all loss or damage to the Equipment during the Hire or extended period from any cause whatsoever arising and whether or not to the Hirer's fault or negligence or vis maior. Such risk shall only revert to the Lessor upon the physical delivery of the Equipment to the Lessor.
- 5.3 OWNERSHIP
- 5.4 Ownership of the Equipment at all times remains vested in the Lessor and notwithstanding anything to the contrary contained or implied in this agreement neither the Hirer nor any person on his behalf shall at any stage during the term of validity of this agreement or thereafter acquire ownership of the Equipment;
- 5.5 The Hirer shall not retain possession, use or enjoyment of the Equipment beyond the return date referred to on the reverse side of this form, without the express permission of the Lessor and only to the extent of such permission. Failure to return Equipment on the said return date shall be regarded as a wrongful intention by the Hirer to deprive the Lessor of its rights of ownership and possession of the Equipment;
- 5.6 The Hirer shall not:
  - 5.6.1 Sub-let or lend the Equipment without the Lessor's prior written consent;
  - 5.6.2 Part with the possession of the Equipment to anyone;
  - 5.6.3 Allow any lien, attachment or other encumbrance to come into effect in respect of the Equipment or prefer any lien on his own behalf.

## 6. BREACH

In the event of breach by the Hirer of any of these terms and conditions contained in this agreement including a failure by the Hirer to pay any monies owing by him/her to the Lessor in terms of this agreement, the Lessor will be entitled, without prejudice to any other rights that it may have in law and without prejudice to any damages that it may be entitled to claim, to cancel this agreement immediately upon the occurrence of such breach, claim payment of any arrears/monies owed to it and immediately reclaim possession of the Equipment, alternatively to claim specific performance.

## 7. WARRANTIES AND REPRESENTATIONS

The Hirer warrants and acknowledges and agrees that:

- 7.1 The Hirer has not been induced or influenced to enter into this agreement by, and does not rely on, any representations made by or on behalf of the Lessor in regard to:
  - 7.1.1 The state of repair, capabilities or suitability for any purposes or the condition in general of the Equipment;
  - 7.1.2 Any meaning, effect applicability or interpretation of any portion of this agreement;
  - 7.1.3 No director, officer, servant or agent of the Lessor has, or at any time had any authority to:
- 7.2.1 make any representations on the reverse side of this form or else where not specified in this agreement, save only and insofar as any representation may be repeated herein as an express term of this agreement; or
- 7.2.2 waive, alter, amend, prejudice or abandon any of the Lessor's rights or the Hirer's obligation arising out of or flowing from this agreement;
- 7.3 Every term, condition and obligation and the fact and warranties given by the Hirer on the face hereof or herein are material and of the essence of this agreement and are intended by the Hirer to be acted and relied upon and but therefore the Lessor would not have concluded this agreement.

## 8. GENERAL

- 8.1 No latitude or extension of time which the Lessor may grant to the Hirer with regard to any payment or performance or obligation in terms of this agreement shall in any way prejudice the Lessor's rights in terms of this agreement or operate as a novation, waiver or estoppel;
- 8.2 The Hirer shall pay to the Lessor interest on all amounts overdue in terms of this agreement calculated from their respective due dates to the actual date of payment thereof and a rate equivalent to 2 percent above the base rate of SA Reserve Bank which shall accrue on a daily basis from the date that payment was due until the date that payment is received by the Lessor.
- 8.3 Subject only to any express acknowledgement and/or warranties which the Hirer may make or give in writing to the Lessor on or after taking delivery of the Equipment, this agreement constitutes the entire agreement between the parties and there are no collateral agreements or undertakings which are referred to or affect this agreement in any way. No agreement varying any of the terms and conditions hereof shall be of any force or effect unless contained in writing and signed by the Lessor and the Hirer, provided that, should the Hirer fail to return the Equipment on the date specified on the face hereof, then it shall be competent for the parties verbally to agree to an extension of the period of the contract and whether the parties so agree or not, the obligations of the Hirer hereof shall continue to apply until the Equipment has been returned by the Hirer and the Hirer shall remain liable to pay the charges for the Equipment as specified herein. Nothing herein contained shall be construed as consent by the Lessor to the Hirer retaining the Equipment for any period beyond the hire period.
- 8.4 The Lessor may claim and recover from the Hirer on demand, in addition to any other sums payable hereunder, all costs and expenses incurred by the Lessor in consequence, directly and indirectly of any breach of this agreement on the part of the Hirer (including the non payment of any rental or other sum of money) or in connection with any other breach. Such costs and expenses shall include a complete indemnification by the Hirer for all and any legal or tracing costs incurred by the Lessor.
- 8.5 In the event of any provision or condition of this agreement being invalid or unenforceable for any reason whatsoever, such provision shall not affect the validity of the agreement and shall be severable from the other provisions hereof.
- 8.6 A decision by the Lessor as to what provisions are to be severed shall be final and binding, which decision the Lessor may make at any time including during legal proceedings;
- 8.7 The Lessor shall in no way be responsible or liable to the Hirer for damages or losses (Consequential or otherwise) whether or not the Lessor or any employee of the Lessor has been negligent in any manner whatsoever in respect of any fault, defect in the telephone line, service used by the Hirer in terms of this agreement or for any termination or disruption of line service or for any failure on the part of the Hirer to retrieve electronic messages via the network, or from any cause whatsoever.

## 9. NOTICES

Any notice to be given by a party to this agreement shall be in writing and may be given personally or sent by fax or by pre-paid registered post (air-mail in the case of an address for service outside South Africa) to the addressee at the address set out on the reverse side hereof.