

# TERMS AND CONDITIONS OF RENTAL AGREEMENT WHICH LIMIT YOUR RIGHTS – READ CAREFULLY

## 1. DEFINITIONS

Unless the context indicates otherwise, the following expressions shall bear the following meanings:

- "Citimax", "us", and "our" means Citimax Rentals.
- "the RENTER" or "you" means renter 1 and/or renter 2 and includes the driver of the vehicle, as indicated overleaf;
- "the DRIVER" means you and/or the driver and/or the additional drivers as stipulated overleaf;
- "the VEHICLE" means the vehicle/s identified in this document or any other replacement vehicle provided to you by us (including the vehicles document, keys, vehicle electronic or remote activation devices, tyres, tools and accessories supplied with the vehicle);
- "the RENTAL PERIOD" means the period between "Date and Time out" and the "Agreed Return Date and Time" as specified overleaf, or if such a period is extended, the time and date charged on "Citimax's" records;
- "the OFFICIAL RATES" means our rates charged from time to time and/or in terms of the official rates published and amended from time to time, applicable to the vehicle rented in terms of this agreement and which are available at any of our offices;
- "the LIABILITY WAIVER" means the waivers as referred to in clause 5, and in the information brochure, to include but not limited to the items identified as CDW, SCDW, TLDW, STLW, TGDW, HDW.

## 2. RISK AND DELIVERY

- The vehicle shall be at your sole risk from the date and time of delivery of the vehicle until the vehicle is returned to us. You undertake to return the vehicle undamaged, in good order and in a roadworthy condition, fair wear and tear accepted. The onus is on you to inspect the vehicle immediately upon delivery to ensure that the vehicle is free of any defects and is not damaged or scratched. Your failure to do so and report same to ourselves will result in the vehicle being deemed to be in good condition, order and repair and you shall accordingly be liable for all and any damages to the vehicle and the related charges therefore;
- You shall return the vehicle, on the expiry or termination of this agreement, at your expense to our authorized representative at the Agreed Return Location described overleaf or such location agreed by us and confirmed in this document and entered on Citimax's records. The renter acknowledges that failure to return the vehicle in terms of this agreement shall constitute illegal possession by him/her, and Citimax may repossess the vehicle wherever same may be found and from whomsoever is in possession thereof;
- If the renter or the driver or any person nominated to overleaf returns the vehicle to any branch of Citimax the renter and/or driver and/or such person shall:
  - park the vehicle in Citimax's reserved parking;
  - ensure the vehicle is properly locked and secured;
  - hand the keys of the vehicles to an authorised representative of Citimax at Citimax's office where Citimax are open for business;
  - leave the keys in the drop safe provided at the offices of Citimax where Citimax offices are not open for business;
- The sole risk of loss or damage to the vehicle shall remain vested in you until such time as we have recorded the return of the vehicle;
- In the event that the vehicle has a tracking device installed all or any information obtained by us from such device shall be prima facie proof of all readings and recordings in respect of such vehicle and we shall be entitled to utilize it in any legal proceedings.

## 3. WARRANTIES BY YOU

- All information given by you to us is true and correct;
- The driver holds a valid driver's licence for the vehicle, has not been convicted of any criminal offence which resulted in the endorsement or cancellation of his/her licence, and will not drive the motor vehicle under the influence of alcohol or any other central nervous system stimulants;
- Neither you, nor the driver, are physically prevented from operating the vehicle safely;
- No person other than the driver and/or additional driver recorded in this agreement shall drive the vehicle;
- The driver will lock the vehicle and activate any burglar alarm or protection system installed in the vehicle when same is not in use and ensure that the keys of the vehicle or any vehicle electronic or remote activation devices are properly controlled, to be kept either on your person, and/or in your safe custody;
- The vehicle shall not be used or driven for the conveyance of persons or property for hire, the vehicle may not be used in contravention of or in breach of any law, in any race, speed test or contest, or on roads not properly constructed;
- The vehicle shall not be used or driven in any way which would constitute a breach of any law or any of the provisions of this agreement;
- You and/or the driver shall at all times display an absolute duty of care towards Citimax in respect of the vehicle. You/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 rented;
- The vehicle has been rented on the basis that you are not a tour operator or agent/representative for Citimax. You further warrant that the vehicle is being used for leisure travel and not for conveyance of passengers, or freight, or for reward and is not rented of cross-border transport, as defined by the said Act;
- Neither you nor any third party (authorised or unauthorised) are allowed to use in contravention of any Customs and Excise Act.
- The maximum passenger capacity of the vehicle shall be at all times adhered to.

## 4. PAYMENTS

- You agree to pay us upon demand:
  - The vehicle rental rates as set overleaf and/or in terms of our official rates, whichever maybe applicable;
  - The cost of fuel supplied for the vehicle by us which cost will be calculated upon return of the vehicle, the fuel charges shall include the cost of fuel to and from the fuel depot to such location, as well as all delivery and collection charges as stipulated overleaf;
  - all traffic fine admin fees, rental admin fees – taxes, charges, stamp duties, levies, legal costs payable by us to any third party arising out of your use of the vehicle;
  - all and any costs (including, but not limited to) towing charges, losses or damages and charges incurred by Citimax in procuring the return of the vehicle to the Agreed Return Location described above, or such other location as determined by Citimax;
  - In the event that the vehicle is not returned on the return date, all amounts that would have been payable by you in terms of this agreement if the rental period had be validly extended to the actual date of return of the vehicle to us;
  - all costs incurred by Citimax in repairing any damage of any nature whatsoever to the vehicle including but not limited to damage to the windscreen and/or tyres and any loss or damages suffered by us as a result of theft, fire or any cause whatsoever;
  - such valet charges as may be levied for cleaning the vehicle;
  - such accident admin fee, assessors fee and traffic offence that may be levied by Citimax;
  - the liability amount as stipulated overleaf in respect of the waivers, on the date of incident/accident, irrespective of who caused and/or who was negligent in respect of the collision or loss;
  - all storage costs/charges which result from the vehicle having to be stored for any reason whatsoever.
- If we have agreed to payment from you by credit card or charge card, your signature shall constitute authority for the issuer of the cards to immediately debit you with the total amount agreed, inclusive of all costs and charges of whatsoever nature, arising in terms of this agreement;
- All additional charges as indicated overleaf shall be payable by you. All charges may be debited to your credit card from such authorization and/or deducted from any deposit paid. These amounts shall be non-refundable, until such time as we have raised all charges payable in terms of this agreement. Any balance then owing shall be refunded/ released to you;
- You shall pay all amounts payable by you under this agreement to us, on demand. If any payment is not made on its due date, then we may, without prejudice to any of our rights, charge interest on the amount due at the maximum rate of permissible by law. You shall not be entitled to set off any amounts whatsoever and payment must be made in full.

## 5. LIABILITY WAIVER

- If you or the driver have purchased in advance the collision damages waiver (CDW) and/or theft loss waiver (TLW) or a super waiver ("SCDW/STLW") as stated above, then your liability for such damage may not exceed the amount as stated overleaf or advertised in our rate and information brochures from time to time;
- Any undercarriage damages, whatsoever, including but not limited to gear box damages, and any water damages where the vehicle is driven through or in water, and any damages howsoever caused to the vehicle while same is utilized/driven on a sand or gravel road, damages, dust storms, are all as aforesaid, specifically excluded from the liability waiver/s contained in paragraph 5 hereof and you shall be liable for the full cost of any such damage to the vehicle. Damages caused from potholes and/or hail, are further excluded unless the below further waivers are taken by you;
- Any third party property/apparel, damaged, lost or stolen is not covered by the liability waivers;
- In the event that you utilize an attachment/trailer to our vehicle the said waivers will not apply;
- Any liability waiver is specifically not valid if you are in breach of this agreement. In this event, any payment received for the liability waivers shall be utilized as part of the payment for all losses suffered by us;
- Any tyre, glass and windscreen damage is excluded from the S/CDW, S/TLW waivers, if no theft or collision of or to the vehicle has occurred;
- A further waiver for tyre and glass damage (TGDW) may be purchased by you, at an additional cost, in respect of tyre damage, including but not limited to pothole damage, and/or vehicle glass damage, further waiver for hail damage (HDW) may be purchased at an additional cost for vehicle damage caused by hail. The TGDW and HDW waivers are valid only in instance where there has not been a collision, and provided that you are not in breach of this agreement;
- A non-refundable claim administration fee, assessors fees and towing charges are payable by you for each incident and are not included in any of the waiver charges, and is payable irrespective of who/what causes the incident;
- Where Citimax is able, subject to economic legal cost, to recover full damage cost from a third party, you will be entitled to a proportionate refund of your liability amount paid. It is noted that third party recovery is long and may take up to three years with no guarantee of success in recovery in which case Citimax is not be liable for any refund;
- Waiver Cover will automatically include an "additional driver approval" for an authorised registered "Take Me Home Service";
- In the event that the repair time of the vehicle exceeds a 14 (fourteen) business day period after the date of the damage to the vehicle, then and in that event, we shall be entitled to charge you the standard daily rental charge as contained in our Brochure, from the expiry of the 14 (fourteen) day period referred to hereinbefore up and until the vehicle is repaired and returned to us, this being our liquidated damages for down time of said vehicle;
- Take note that any warning light which may appear on the instrument panel of the vehicle must be immediately adhered to and the vehicle cannot then be driven. Driving under these circumstances shall cause damages to the vehicle and you will be in direct breach of this agreement which shall result in you be liable for the full repair thereof, and the liability offers shall not apply;
- In the event that there is no other vehicle involved in the damages caused to our vehicle, and you are not in breach of any of the terms and conditions in this agreement, then, the amount of the waiver liability shall be double the agreed LIABILITY amount.
- Minor damage waiver (MDW) may be purchased by you at an additional cost in respect of any minor damage below (P2, 500). The MDW are valid only in respect of Minor damage and cannot be offset against any other damages in excess of P2, 500 and provided you are not in breach of the agreement.

## 6. EXTENSION OF RENTAL PERIOD

- You will be entitled at any time during the rental to extend the rental period. The extension can be done orally, via telephonic communication to any one of Citimax's offices;
- This extension will however be only valid if made within 2 (two) hours prior to the previously stipulated vehicle return time. The extension will be subject to Citimax securing additional payment from you;
- This oral extension will be recorded for reference purposes to protect both our rights;
- It is your obligation to obtain the details of the consultant and any reference number in respect of any valid oral extension;
- We reserve the right to request that the vehicle first be inspected prior to any extension being authorised;

## 7. BREACH

- In the event that you breach any of the terms and conditions of this agreement, Citimax shall be entitled without prejudice to any of its rights in law to immediately and without notice terminate this agreement and demand forthwith the return of all vehicles from you. The parties' rights and obligations under this agreement shall continue to be in full force and effect until such a time as the vehicles have been returned to Citimax and you have complied with all your obligations in terms hereof including but not limited to

payment made in full without set off. We shall be entitled to charge the standard brochure rate until the vehicle has been returned to us;

- The amount there and then owing by you to Citimax shall become immediately due, owing and payable;
  - The losses suffered by us in clause 5.5 above, refers inter alia to the full repair cost in respect to the damages to the vehicle if the vehicle is repairable, alternatively the full new list price in respect of the vehicle, in the event of a theft or if the vehicle in our discretion is not economical to repair; and/or all third party claims that might be applicable, for which you shall be entirely liable.
- ## 8. CIVIL DISTURBANCE
- The driver shall not take the vehicle into any area or on any road where there is a risk that the vehicle may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest;
  - You shall be liable for all damage suffered by us if the driver contravenes this clause for any reason whatsoever;
  - Specifically, the liability waiver in clause 5 above will no longer be valid and the damage noted in paragraph 8.2 shall be for your full account.
- ## 9. INDEMNITY
- Save as is provided for in law and provided that there was no gross negligence on our part, Citimax shall not be liable for any damage and/or injury and/or death arising out of any defect in and/or mechanical failure of the vehicle, or any apparel there in including, but not limited to a trailer and or a baby seat, nor for any loss or damages to property transported in or left in the vehicle, nor for any damages, injury, death, consequential loss, loss of profits, or any other damages which the renter or the driver or any person transported in the vehicle or any other person may suffer arising out of this agreement otherwise. You indemnify us in full in this regard.
- ## 10. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE
- If the vehicle is involved in any accident or collision or is lost or the vehicle or any part thereof is stole, or is involved in any incident which could prejudice our rights, the driver/renter shall take all such steps to safeguard our interests, including, but not limited to the following where appropriate:
    - he/she shall obtain the name and address of everyone involved and of possible witnesses;
    - he/she shall not admit any responsibility or liability or release any party from liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;
    - he/she shall notify the police and us as soon as possible and in any event within 24 (twenty four) hours of the incident and furnish us with the police case number;
    - within 48 (forty eight) hours of the incident he/she shall complete and furnish to us our fully completed standard claim form;
    - within 48 (forty eight) hours of the incident he/she shall submit a copy of his/her driver's license to us;
    - he/she shall ensure the safety and security of the vehicle;
    - he/she shall cooperate with us and our insurer, attorneys and recovery agents in any investigation, the lodging or institution of any claim or action and the defence of any prosecution, claim or action relating to the above;
    - if you are not the driver, then, without in any way detracting from your obligations in terms of this clause, you shall ensure that the driver complies with the provisions of this clause 10. If you are not the driver and the driver does not comply with the conditions set out in this clause 10, you shall automatically become liable for all damages, including third party claims;
    - you shall furnish us and if you are not the driver, you shall also ensure that the driver furnishes us to any notice of claim, demand, summons, or the like which you or the driver may receive in that regard;
    - you or any other party may shall not be entitled to effect any repairs to the vehicle whether mechanical, structural or otherwise, except at the instruction of Citimax;
    - you shall not be entitled in any way, manner, or form to effect your own repairs on the vehicle;
  - We reserve the right to claim for all damages (including undercarriage damage to the vehicle, which is not covered by the liability waivers), resulting from this rental within a reasonable period from date of termination of this rental.
- ## 11. GENERAL
- You acknowledge that ownership in the vehicle shall at all times remain vested in us, or the true owner of the vehicle;
  - You shall not be entitled to sell or assign any of your rights and obligations under this agreement or sublet or part with possessions of the vehicle, its tools or equipment, or any part of it;
  - The cost of fuel is not included in the amount of the rental. We will refuel all vehicles upon termination
  - Any tempering by you with the odometer of the vehicle will be regarded as fraud. Where required in determining the rental charges, the distance driven by you or the driver shall be measured from the odometer installed in the vehicle. If such a calculation is not practical, or possible for any reason whatsoever, the calculation shall be done by such other reasonable method as we may determine and you shall be obliged to furnish all such information and assistance as we may reasonably require for that purpose;
  - If the renter is not the driver, then, without in anyway detracting from the renter's obligation in terms of this agreement, the renter and the driver shall be liable to us jointly and severally for all and or any amounts owing under the agreement, including but not limited to damages;
  - Please be advised that although we shall use our best efforts, we are unable to guarantee the delivery of the vehicle to you at a particular time due to possible circumstances beyond our circumstances. In the event that we are however unable to deliver, we shall endeavor to make alternative arrangements until such a time as we are able to deliver the vehicle to you;
  - Save as otherwise stated in this agreement any addition to, alteration or cancellation of this agreement shall be null and void unless agreed upon by us I writing;
  - The parties consent to the jurisdiction of the Magistrate Court having territorial jurisdiction over the parties, for all purposes under this agreement, notwithstanding that the subject matter or cause of action involved be otherwise beyond the jurisdiction of said court;
  - You choose the address where you will receive notices for all purposes in this agreement, at the renters address specified overleaf or in the case of that address not being the republic of Botswana, at the driver's local address specified overleaf;
  - A certificate of any Director, Manager or Accountant of ours as to the amount owed by you to us shall on the face of it constitute proof of the amount owing;
  - This document contains the entire agreement between the parties regarding the matters contained herein and Citimax shall not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by the law;
  - It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any component court, then the remaining clauses shall be and continue to be of full force and effect;
  - This agreement will be governed by and interpreted in accordance with the laws of the Republic of Botswana;
  - The renter hereby consents and authorises us to disclose all relevant information of the renter/driver to BTS and any road traffic authority for the recovery of traffic fines in respect of the driving of the vehicle;
  - The renter consents to any credit/information check or submission to any credit bureau that may become necessary;
  - Renter 1 and 2 agree to pay all our costs and damages, of whatsoever nature and howsoever arising in respect of the recovery of the vehicle/s or monies due owing and payable to us including but not limited to tracing fees, attorney's fees on any attorney and own client scale, and collection commission.
- You hereby consent to the authorised use of your personal information/ Special Personal Information by Citimax for the purposes of processing. You expressly consent to the use of your information for marketing purposes. Your consent in terms hereof is effective immediately and endures until the relationship between us is terminated by either party. Personal information/ Special Personal Information, you hereby undertake as your obligation to ensure to update your personal and special information.
  - We record that we in our sole discretion have the right to choose to rent a vehicle to you, even if a rental booking has been made or a deposit has been paid, in this event a full refund will be shall be repaid to yourself.