

# TERMS AND CONDITIONS

This agreement is between the Renter and Tempest Car Hire a division of Imperial Group (Proprietary) Limited, Registration Number 1983/009088/07 (referred to as Tempest)

## 1. RENTAL REQUIREMENTS AND PAYMENT

- 1.1 A valid voucher and/or credit card must be produced at time of rental and local contact details.
- 1.2 Full name, residential, postal and physical address and telephone number.
- 1.3 Original Drivers Licence and passport or identity document.
- 1.4 Where the rental requires a credit card, a deposit is required on initiation of the rental.

## 2. GENERAL

- 2.1 Renter refers to any party to this agreement whether the driver, additional driver or authorised signatory.
- 2.2 A Tempest representative is a person in a Tempest uniform bearing a name badge.
- 2.3 Vehicles are rented subject to Tempest terms and conditions as contained in this agreement.
- 2.4 Please refer to your corporate agreement, travel agent, referring website or booking confirmation for all fees, rates, limited liabilities and applicable levies or charges. A Tempest Rental Agent can also assist with explanation of charges on your booking.
- 2.5 Daily rates are calculated strictly in cycles of 24 hours, from time of pick up to time of drop off.
- 2.6 If the vehicle is driven by anyone other than you, you shall remain liable for all your obligations in terms of this agreement as if you had been the driver.
- 2.7 The vehicle is deemed to be returned only once the keys have been returned to a Tempest representative.
- 2.8 You agree that you are not allowed to permit any towing, repairs or servicing to be done to the vehicle unless authorised by Tempest.

## 3. DRIVING REQUIREMENTS

- 3.1 Government Legislation requires that whilst driving, the driver/s is/are required to have a valid unendorsed driver's licence in their possession.
- 3.2 Tempest requires the driver/s to have held their drivers licence for a minimum of two (2) years.  
3.3 An additional driver is authorised only if you pay an additional driver charge, and provided that the additional driver has held a drivers licence for a minimum of two (2) years.
- 3.4 In the event of the driver being under 23 years, a young driver surcharge will apply providing the driver has held a drivers licence for a minimum of two (2) years.

## 4. DELIVERY OF VEHICLE

- 4.1 Renter shall take delivery of the vehicle at the place specified in the Rental Agreement.
- 4.2 Tempest cannot accept responsibility for late delivery of vehicle due to circumstances outside of our control.
- 4.3 The renter acknowledges that the vehicle is delivered by Tempest free of any damage and in good order and repair (unless such damage is recorded in writing).

## 5. RETURN OF VEHICLE

- 5.1 On the return date the renter shall return the vehicle to Tempest at the place specified in the rental agreement. The vehicle must be parked in the designated parking bays and locked and the keys must be handed to a Tempest representative.
- 5.2 Failure to return the vehicle in terms of this agreement shall constitute illegal possession of the vehicle by the renter. Tempest may repossess the vehicle at their discretion.
- 5.3 Upon return of the vehicle, the keys must be handed to a Tempest representative. Failure to do so will result in the rental being billed up until the keys are returned to Tempest.
- 5.4 In the event that the location is closed then the keys placed in the drop off safe and the branch manager must be contacted with the date and time of the drop off. The parked vehicle shall be at renter's sole risk of loss or damage until Tempest has recorded the return.
- 5.5 The vehicle shall be at the renter's sole risk from the date of delivery up and until the vehicle is returned to Tempest.
- 5.6 Each vehicle is refuelled on termination irrespective of whether renter has refuelled the vehicle and the renter may be liable for a refuelling fee and the cost of the fuel.

## 6. EXTENSION OF RENTAL

- 6.1 If the renter wishes to extend the rental beyond the original return date, authorisation must be obtained from Tempest. Failure to do so will result in breach of all terms and conditions and Tempest will immediately negate all waivers. **(see list of factors that negate the waivers).**
- 6.2 Additional days will be charged directly to the renter.

## 7. WAIVERS

- 7.1 Choosing Standard or Super Theft and Collision waivers limits the renter's liability to the reduced liability amount charged in the event of loss or damage to the vehicle.
- 7.2 The renter is responsible for the full replacement value of the vehicle should loss or damage be caused due to wrong and/or illegal actions or omissions **(see list of factors that negate the waivers).**
- 7.3 **In the event of damage or loss, the renter is liable for 2.5 times the standard or super "reduced liability" amount where:**
  - 7.3.1 The vehicle is uneconomical to repair.
  - 7.3.2 Where the road conditions are unsuitable for driving.
  - 7.3.3 During week-end rentals.
  - 7.3.4 Where no other vehicle is involved, and the damage is more than R50 000.
- 7.4 In the event of loss or damage to the vehicle and where the renter has chosen to decline waivers, the renter will be liable for all loss or damage or the replacement value of the vehicle regardless of fault.
- 7.5 In the event of damage to the undercarriage and/or glass of the vehicle, Tempest may exclude such damage from the waiver.
- 7.6 Accepting Tyre and Glass waiver absolves the renter of any liability or cost related to either repairing or replacing the tyre and/or glass on the vehicle should they be damaged by circumstances that are beyond the renter's control. If the waiver is declined, the renter will be liable for the full amount for repairing or replacing the damaged tyres and/or glass.

## 8. FACTORS THAT NEGATE WAIVERS

- 8.1 **Any wrong and/or illegal actions or failure to act which result in damage or loss of the vehicle.**
- 8.2 **Driving under the influence of alcohol, illegal substances or any substance that diminishes your capacity.**
- 8.3 **Unauthorised persons driving the vehicle.**
- 8.4 **Unauthorised cross border rentals.**
- 8.5 **Not adhering to traffic, road and driving regulations.**
- 8.6 **Failing to report the collision or damage to Tempest and the nearest Police Station within 24 hrs of the incident.**
- 8.7 **Failure in reporting the loss to Tempest and Police Station within 6 hours in the event of theft.**
- 8.8 **Failure to produce the vehicle keys in case of theft unless exceptional circumstances apply.**
- 8.9 **Not reporting the exact details of the last known location of the vehicle prior to theft.**
- 8.10 **Failure to obtain authorisation from Tempest and effect payment for rental extensions.**
- 8.11 **Not using the vehicle for its intended purpose.**
- 8.12 **Should the waivers be negated Tempest will repudiate any third party claims.**
- 8.13 **Personal belongings stolen or lost are not covered.**

## 9. DAMAGE OR LOSS

- 9.1 Renter is required to contact Tempest immediately in the event of loss or damage and a full report must be made to the nearest Police Station within at least 24 hours where an accident has occurred and 6 hours in the case of loss. A Police Services Case number must be obtained.
- 9.2 A Claim Form must be completed; these are obtainable from any Tempest branch.
- 9.3 Where the vehicle is not drivable, phone the Tempest call centre and an authorised towing company will be appointed to uplift the vehicle.
- 9.4 Should you wish to appoint an assessor, this is to be done within 72 hours of the accident. Failing which we reserve the right to appoint our own.
- 9.5 Supplying a replacement vehicle after a damage or loss incident is entirely at our discretion and we reserve our rights accordingly.

## 10. THIRD PARTY CLAIMS

- 10.1 Should the renter be involved in an accident where the fault was not that of the renter, the renter is still responsible and liable for the non-waiverable standard or super reduced liability until a third party recovery has been made by Tempest.
- 10.2 Tempest will reimburse the renter the liability amount or the pro rata amount once we have received full settlement from the third party.
- 10.3 The amount reimbursed is determined by previous case law and the offer received and will be split accordingly between the renter and the third party.
- 10.4 Assessor's fee, towing, storage and claim handling fee is not refundable, regardless of a successful third party recovery.
- 10.5 If super collision waivers are accepted and no factors apply to negate the waivers then Tempest shall settle the third party liability claims to the maximum value of R50 000, the renter is liable for the balance. This settlement is further limited to direct damage caused to property movable/immovable and excludes consequential loss.

## 11. CROSS BORDER TRAVELING

- 11.1 Vehicles are only permitted into Botswana, Lesotho, Swaziland, Namibia and Mozambique.
- 11.2 A cross border letter must be obtained when crossing borders limited to countries mentioned above.
- 11.3 A cross border fee per letter will be charged to the renter.
- 11.4 Where a cross border letter has been issued and the renter is denied entry into another country, Tempest cannot be held responsible.
- 11.5 All fees levied by the border authorities are for the responsibility of the renter.

## 12. OPTIONAL ACCESSORIES

- 12.1 Available on request at time of reservation and any fees or applicable reduced liability will be charged to the renter.
- 12.2 The renter is responsible for the installation of any accessories rented and as such accepts liability for such accessories.

## 13. RIGHT TO DISCLOSURE AND INFORMATION

- 13.1 The renter is liable for the cost of towing, as well as any unauthorised towing, storage, release, glass, tyres, rims, water and under-carriage damage to vehicle.
- 13.2 Should a vehicle require valet cleaning, the valet charges will be billed to the renter.
- 13.3 Should the renter disobey the traffic regulations which results in a fine, such notice will be directed to the renter and the renter will be charged a fine admin fee.
- 13.4 All open road tolling fees incurred will be charged to the renter.
- 13.5 You acknowledge that we act as an intermediary for Regent Insurance Company Limited with Personal Accident Insurance. You agree that your choice to accept or decline this insurance is indicated on the front of this agreement. You acknowledge that the responsibility rests on the renter to read and understand the terms and conditions of such insurance.
- 13.6 In the event of damage or loss of the vehicle a claim handling fee will be charged to the renter.
- 13.7 Toll fees, fuel or game park entrance fees will be billed in addition to a delivery or collection charge.

## 14. RIGHT TO EQUALITY

- 14.1 The Renter is satisfied that Tempest did not unfairly discriminate against them, treat them unfairly or in a manner that is different from the manner in which any other customer is treated in respect of the service provided.

## 15. RIGHT TO FAIR AND HONEST DEALINGS

- 15.1 You acknowledge that you have had sufficient opportunity to consider all the implications of this agreement and have entered into it of your own free will and without any undue influence.

## 16. EXEMPTION:

- 16.1 **Tempest, its agents or employees shall not be liable for any damage or loss, whether direct or indirect, arising out of any defect in or mechanical failure or the safety of the vehicle or the driving or use of the vehicle nor for any direct or indirect loss, consequential damages, loss of profits or special damages arising out of any of the foregoing. Tempest, its agents or employees do not accept any liability for any loss of or damage to any property transported in or left in the vehicle or any other damages or loss as a result of the conveyance of the driver and/or any other passengers. No warranties as to the condition, state of repair, performance capabilities, year of manufacture, odometer reading or anything else concerning the vehicle are given by Tempest, its agents or employees.**

## 17. LEGALITIES

- 17.1 All notices and legal processes in terms hereof shall be given to renter at the address set out in the rental agreement (renter's chosen legal address). Any notice posted to renter shall be deemed to be received 7 days after posting, unless renter proves the contrary, and to Tempest at their registered legal address: 48 Sim & Tulbagh Rd, Pomona, Kempton Park, Johannesburg.
- 17.2 Renter consent to the geographic area of the Magistrate's Court having authority over its person in respect of any proceeding arising from this agreement even if the amount in issue would otherwise exceed the authority of such court. This consent shall not however, prejudice Tempest in respect of their right to proceed in any court of competent authority.
- 17.3 The English version of this agreement will prevail in the event of a dispute.
- 17.4 This is the entire agreement and no variation or cancellation shall be valid unless in writing and signed by renter and Tempest.
- 17.5 Tempest may claim and recover from renter on demand all costs and expenses incurred by Tempest in consequence, directly or indirectly, of any breach by renter of this agreement, including attorney-and-client costs, collection commission and any costs of tracing the renter or the vehicle.
- 17.6 A provision of this agreement which is invalid or unenforceable for any reason shall be severable from the rest of this agreement and shall not affect the validity of the agreement as a whole.
- 17.7 This agreement shall be governed by the laws of the Republic of South Africa.
- 17.8 The renter acknowledges and accepts all the charges charged by Tempest in terms of this agreement, including any charges relating to loss and damage to the vehicle.
- 17.9 The renter authorises Tempest to conduct ITC checks or any other checks required by law on the renter, if necessary.