

EUROPCAR MOZAMBIQUE

STANDARD TERMS AND CONDITIONS OF RENTAL

PLEASE READ THESE CONDITIONS CAREFULLY.

1. DEFINITIONS

In this AGREEMENT, unless the context indicated otherwise,

1.1 "Europcar", "the hirer", "the Company" and "we" means VELMAX LIMITADA, trading as EUROPCAR MOZAMBIQUE.

1.2 "AGREEMENT" means the entire Rental Agreement issued by Europcar to the Client, including these standard terms and conditions and all other annexures that may be attached thereto (if applicable). Once the Client has signed the Rental Agreement, it will have the effect of a legal binding agreement between the parties.

1.3 "The CLIENT", "RENTER", means the renter of the VEHICLE, as indicated in the AGREEMENT, who must be at least 23 years old, and the holder of a valid, unendorsed driver's license, for a minimum period of 2 years prior to the AGREEMENT.

1.4 "The Driver" means YOU and/or the driver and/or the additional driver as they appear on the AGREEMENT. All names appearing on the AGREEMENT, must be at least 23 years old, and the holders of a valid, unendorsed driver's license, for a minimum period of 2 years prior to the AGREEMENT.

1.5 "The Rental Period" means the period between the date and the time when the vehicle is taken out by the Renter, and the termination date and time as specified on the AGREEMENT, or, if such period is extended, the time and date entered on our records.

1.6 "DAY" means a period of 24 hours (or any part thereof) calculated from the time out as reflected on the rental agreement.

1.7 "the VEHICLE" means the vehicle/s described in the AGREEMENT including all keys, tyres, tools, equipment, and accessories supplied by the vehicle. In addition, it includes any replacement for the vehicle which has been authorised by Europcar, regardless of whether such replacement was authorised or approved by the Client.

1.8 "Fuel costs" means the costs incurred to refuel the Vehicle to a full tank when the Vehicle is returned by the Client.

1.9 "WAIVER" is an agreement between Europcar and the Client in terms of which Europcar agrees to abandon its right to claim the total amount of Damages from the Client in exchange for an upfront fee.

1.10 "Damage(s)" (in relation to the Vehicle and / or Third-Party Damage) means the actual costs, including but not limited to towing, transporting, and storing the Vehicle, repairing any damage, replacing parts or accessories.

2.USE OF VEHICLES

2.1 The Vehicle may only be utilised for the Rental Period, as stated in the Rental Agreement, or any extended period.

2.2 The Client agrees that any extended period noted on the Companies records, would correctly reflect such Extended Period.

2.3 The Vehicle may only be driven by the Client, Driver or Additional Driver. Whoever is driving the Vehicle, is required to always have their valid, unendorsed Driver's license with them, when driving the Vehicle.

2.4 During the Rental Period or any Extended Period thereof, the Vehicle may not be used:

2.4.1 to propel or tow any other vehicle (including any caravan or trailer unless prior written authorisation is provided by Europcar); and / or

2.4.2 for the conveyance of passengers and/or goods for payment in violation of any laws or in any other illegal manner; and / or

2.4.3 in any motor sport or similar high-risk activity; and / or

2.4.4 beyond the borders of the country in which the Vehicle is rented (unless prior written authorisation is provided by Europcar); and / or

2.4.5 in any area where there is or may be a risk or incidents of civil unrest, political disturbance or riot or any activity associated with any of the mentioned.

2.5 The Client shall make adequate provision for the safety and security of the Vehicle when the Vehicle is not in use, in that the Vehicle shall (including but not limited to the following) be kept properly locked, secured, and immobilized and have the alarm (if any) activated.

2.6 The Client will ensure that the keys of the Vehicle are always under his control.

2.7 Europcar will always remain the owner of the Vehicle.

2.8 The Client may not use the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period. In the event the Client uses the Vehicle in contravention of any applicable laws, ordinances, traffic rules and regulations at any time during the Rental Period, any Waiver option the Client may have taken out shall become null and void.

2.9 The Client shall take all reasonable steps to ensure that the Vehicle remains in good and safe working order, including regularly checking the oil, water and tyre pressure, immediately ceasing use of the Vehicle in the event the Vehicle is damaged or the electronic diagnostics of the vehicle indicate the presence of a fault or problem, or service needed in relation to the Vehicle.

3.RETURN OF VEHICLE

3.1 The Client shall return the Vehicle at the Client's expense to an authorised representative of Europcar on the agreed date, time and at the agreed Renting location reflected on the Rental Agreement.

3.2 The Client acknowledges that failure to return the Vehicle in terms of the agreement shall constitute unlawful possession by them, and Europcar may repossess the Vehicle wherever it may be found and from whomsoever is in possession thereof. All costs incurred in recovering the Vehicle (including legal costs on the scale of attorney and client), as well as the cost of any additional rental days, will be for the account of the Client.

3.3 Should the Vehicle not be returned as indicated in 3.1 above, the Vehicle may be reported as stolen with the relevant authorities without any notice.

3.4 The Vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.

3.5 When the Client returns the Vehicle to a Renting Location of Europcar, the Client shall:

3.5.1 Park the Vehicle in Europcar's reserved parking or allocated parking area.

3.5.2 Ensure that the Vehicle is properly locked and secure.

3.5.3 Hand the keys to an authorised representative of Europcar or, if the offices are not open for business, leave the keys in a drop safe provided at the offices of Europcar.

3.6 The Vehicle and all risk relating to the Vehicle will remain the responsibility of the Client until Europcar has recorded the return of the Vehicle.

4. TERMINATION

Should the Renter and/or Driver commit any breach of this Agreement, Europcar will be entitled to immediately terminate this Agreement. The Client will be required to immediately return the Vehicle. In addition, any outstanding amounts owing, will immediately become due and payable.

5. WARRANTIES BY CLIENT/DRIVER/ADDITIONAL DRIVER

The Client warrants that:

5.1 All information provided by them, is true and correct.

5.2 The Driver holds a valid unendorsed Driver's license for the Vehicle.

5.3 The Driver will not drive the Vehicle under the influence of alcohol or any other central nervous system stimulant.

5.4 The Driver is not physically prevented from operating the Vehicle safely.

5.5 No person other than the Driver will drive the Vehicle.

5.6 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 ensures that the keys of the Vehicle are properly controlled.

5.7 The Vehicle will not be used or driven for the conveyance of persons or property for reward, in contravention of or in breach of any law, in any race, speed test or contest, on roads not properly constructed, or for towing unless supplied with a tow bar.

5.8 The Vehicle will not be used or driven in any way which would constitute a breach of any of the provisions of this Agreement.

5.9 The Client and the Driver will always display an absolute duty of care towards Europcar in respect of the Vehicle and will ensure that the Vehicle will only be used on suitable roads and conditions, in accordance with the type of Vehicle rented.

5.10 The Client and the Driver will 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.

5.11 The Vehicle will not be taken outside of Mozambique, except with Europcar's prior written consent. The cross-border letter provided by Europcar will provide the necessary authorisation to cross the relevant border. Europcar, will however, not be held responsible for any fee/or other costs/payments incurred by the Client crossing the border.

6. RENTAL RATES AND CHARGES

6.1 The Client agrees to pay Europcar the rental rates plus all other charges and fees opted for or utilised by the Client, as set out in the Rental Agreement, up and until the Vehicle is returned, including but not limited to miscellaneous charges, airport surcharges, one way fee, Super or Standard Waiver option charges, fuel, all taxes due and payable on rental rates (which ever of these fees and / or costs may be applicable).

6.2 In determining the charges, the distance travelled by the Vehicle (where required) shall be determined from the Vehicle's odometer, or if this is not possible for any reason, by Europcar in its sole discretion, on any other fair and reasonable basis and the Client shall be obliged to provide all such information and assistance as Europcar may require for that purpose. If the odometer has been tampered with, the kilometers travelled will be deemed to be 250 kilometers per day.

6.3 The Client shall be liable for all fines (excluding fines issued for expired vehicle licenses), penalties and similar expenses including but not limited to parking, traffic, and other offences (whichever may be applicable), as a result of the use of the Vehicle during the Rental Period. The Client accordingly indemnifies Europcar against all such liability. Europcar will re-direct all fines, penalties and / or similar charges directly to the Client for payment and in cases where this is not possible, will add all fines, penalties and / or similar charges that accumulated on the Vehicle during the Rental Period onto the Client's account.

6.4 In the event that any Additional Equipment (if applicable) is lost or damaged, the Client will be liable for the replacement value thereof. The replacement value will be charged to the Client.

7. PAYMENT

7.1 All payments are due on demand, but at the latest on expiry of the Rental Period (unless otherwise agreed in writing). All charges payable by the Client shall be paid by credit card on the termination of the Rental Period unless the Client has a valid account with Europcar.

7.2 The Client will not be allowed to deduct or withhold payment of any amounts due in terms of this agreement for any reason whatsoever.

7.3 The Client remains liable for payment of all amounts due which are not paid or settled in full by the issuer of the card.

7.4 If Europcar has agreed to accept payment of any amount specified on the Rental Agreement from the Client by credit card or debit card, the Client's signature on the Rental Agreement will constitute authority for Europcar to obtain authorisation and/or payment. The signature will also constitute authority for the issuer of the card to debit the cardholder's account with the total amount due to Europcar (including but not limited to damages or loss suffered by Europcar to the value of the Vehicle value as reflected on the Rental Agreement). In the event that the first authorisation by the Client was not sufficient to settle the Liability, the Client herewith consents and authorises a further debit on the cardholder's account without further approval being required from the Client or the card being presented again.

7.5 In the event of an accident and/or if the Vehicle is stolen and/or lost, the amount of the damages shall be the total loss suffered by Europcar and / or the amount reflected on the Rental Agreement and will be payable by the Client on such terms as imposed by Europcar at its sole discretion.

7.6 Daily rates are calculated strictly per Day, from time of delivery of the Vehicle to time of return of the Vehicle.

7.7 If any amount is not paid on due date, Europcar may without prejudice to any rights it may have charge mora interest on the overdue amount at the applicable prescribed legal rate.

8. PROCEDURE IN THE EVENT OF DAMAGE, THEFT OR LOSS INVOLVING THE VEHICLE

8.1 If at any time the Vehicle is damaged, stolen, or lost, the Client and / or Driver shall take every reasonable precaution to safeguard the interest of Europcar.

8.2 In the event of theft, hijacking or in the case of a lost Vehicle the incident needs to be reported by the Client to Europcar immediately and to the nearest police station within 6 hours of the incident.

8.3 In the event of any Damage to the Vehicle, the Client shall notify Europcar immediately and report the incident to the nearest Police station within 24 hours.

8.4 the Client shall furnish Europcar with a completed Europcar Damage / Incident Report form together with a copy of his Driver's license within 24 hours from the incident or theft / hijacking / loss of the Vehicle.

8.5 the Client shall furnish Europcar with a Police accident case / reference number within 24 hours of the incident, alternatively from receipt thereof from the Police.

8.6 the Client shall obtain the name(s) and addresses of everyone involved in the incident and of possible witnesses.

8.7 the Client shall not admit any responsibility or liability nor release any party from any liability or potential liability nor settle any claim or potential claim against or by any party nor accept any disclaimer of liability.

8.8 the Client shall make reasonable provision for the safety and security of the Vehicle and will not abandon the Vehicle, unless extraordinary circumstances warrant it.

8.9 the Client shall co-operate with Europcar and its insurer (if applicable) in the investigation, the making or instituting of any claim or action and the defense of any prosecution, claim or action relating to the incident (including the making of an affidavit if he is requested to do so).

8.10 in the event that the Client is not the driver, then, without in any way reducing the Client's obligation or Europcar's rights in terms of this Rental Agreement, the Client shall ensure that the person who drove the Vehicle at the time of the incident complies with the provision hereof.

8.11 the Client shall within 24 hours of receipt thereof furnish to Europcar (and if the Client is not the Driver, the Client shall also ensure that the Driver / Additional Driver or person who drove the Vehicle at the time of the incident does) any notice of claim, demand, summons or the like which the Client or the Driver / Additional Driver or person who drove the Vehicle at the time of the incident may receive in connection with the Vehicle.

8.12 The Client and/or Driver and / or Additional Driver warrants that the information completed in Europcar's Damage / Incident Report form as referred herein above will be complete, true and correct in every respect.

8.13 Europcar, at its absolute and sole discretion, reserves the right to provide a replacement Vehicle in the event of damage or loss of the Vehicle. In the event of accident damage to a Vehicle, the Client is liable to settle the applicable Limited Liability (if applicable), alternatively all other amounts due and payable to Europcar (damages, liability etcetera) prior to an alternative Vehicle being provided.

8.14 Europcar will not take any responsibility whatsoever for the loss of or damage to a client's personal belongings.

8.15 The Client may not affect any repairs on the Vehicle.

9. Waivers will not cover any damage to the Vehicle in the event of:

9.1 Damage and / or total loss due to Client negligence or deliberate actions.

9.2 Damage and / or total loss sustained whilst the Client is in breach of any applicable laws, ordinances, traffic rules and regulations (including speeding and driving whilst under the influence of intoxicating liquor, narcotic drugs or similar substances).

9.3 Damage and / or total loss sustained where incidents are not reported in accordance with the procedure specified in this Rental Agreement.

9.4 Damage and / or total loss sustained where the incident takes place outside the country in which the Vehicle was rented, unless prior written approval for the Vehicle to be taken outside the country has been obtained from Europcar.

9.5 Damage and / or total loss sustained if at any time the Vehicle is driven by an unauthorised driver.

9.6 Damage and / or total loss sustained where the Vehicle is driven whilst damaged and the Client should reasonably have been aware of the unsafe or damaged condition of the Vehicle or used in a manner which prejudices Europcar's interests or rights.

9.7 Damage and / or total loss sustained where the Client was not holding a valid unendorsed Driver's license (in respect of the Vehicle / class of Vehicle rented) for more than 3 years at the time the damage or loss was sustained.

9.8 Damage and / or total loss sustained where an extension of the Rental Agreement is not authorised by Europcar and where the Rental Period has expired.

9.9 Damage and / or total loss caused because of the Vehicle being driven on a road that was not suitable for that Vehicle, as determined in the sole but reasonable discretion of Europcar.

10. CROSS BORDER TRAVELLING

10.1 A letter of authorisation must be requested from Europcar at the time of reservation for all cross-border travelling.

10.2 Europcar will not be held liable if a client is refused entry into another country.

10.3 Vehicles are only permitted into Swaziland and South Africa.

By signing the Rental Agreement, the Client acknowledges that he has read the terms and conditions set out herein above, understands the legal implications thereof and consider himself legally bound thereto. In the event that the Client does not understand any term or condition set out herein above, he is requested to ask for an explanation thereof from a Europcar authorised representative before signing the Rental Agreement.