



## South Africa TERMS & CONDITIONS

### GENERAL RULES

All drivers must carry a valid license from their country of residence along with a passport or ID and credit card for the deposit amount with the sufficient funds required available. An English translation is required for licenses recorded in a foreign language. Any driving license with endorsements will make the booking null and void. VAT and Airport surcharges included in rates. Mileage policy: Inbound: 1-3 days =200km free/day and 4+ days unlimited mileage. Domestic: 200km free/day

### DRIVER'S AGE

You should be 23 or older with a valid driver's license card that you have held for 3 or more years.

### YOUNG & SENIOR DRIVER(S)

Young & Senior Drivers are not allowed. Age limits 23-70 years old

The driver must have held a valid driver's license for a minimum of 3 years.

### ADDITIONAL DRIVER(S)

An additional driver or more can be added to the contract at a charge of R525 per driver for the duration of the rental. Additional drivers must meet First Car Rental's age, experience and license requirements, and must also be present at time of collection to sign the contract.

### PAYMENT METHOD

All vehicle rentals must be paid using a credit card, we accept major cards like American Express, Diners Card, MasterCard, and Visa. The credit card holder must be the renter, and the card used to make an online reservation must be presented at the rental kiosk. Debit, virtual, and digital cards are not accepted.

### WARRANTY

When renting a car, a "Renter's Responsibility" or "Value of the Excess" deposit is required for any potential loss or damage to the vehicle. Renters must also pay a fuel deposit. Vehicle supplier uses a payment and authorization system, splitting the rental charge into two parts:

1. **Payment Amount:** This is the amount charged to the renter's credit card, which includes the fuel deposit, full rental (if not prepaid), and any additional items (e.g., baby seats, one-way fees). The difference between the rental and fuel costs and the payment amount will be refunded to the renter's card within 48 hours after the vehicle is returned, if there is no damage.
2. **Authorization Amount:** This amount, which represents the "Renter's Responsibility" (the maximum liability for damage or theft unless certain waivers apply), is held (not charged) by the bank on the

renter's credit card when the vehicle is collected. If there's no damage when the rental contract ends, the authorization is cancelled.

For all rentals, upon receipt of the car, a deposit amount will be reserved on the driver's credit card which will be returned in full at the end of the rental, if no other charges arise. The release of the amount can take up to 30 days depending on the issuing bank of the card. The amount of the warranty varies by car category. The vehicle provider is the ONLY responsible for releasing the pre-authorized amounts to credit card or assist the client to receive the deposit back. H-Lead has no authority or responsibility over these transactions. The vehicle provider agrees that the Customer's liability for any damage shall be limited to the amount of the stated excess, irrespective of the number of incidents. In the event of multiple damage occurrences, the excess shall be applied only once per incident. The vehicle provider further agrees that it is strictly prohibited from charging the excess more than once for the same incident or for multiple incidents where the total damage does not exceed the stated excess.

**Excess:** The maximum amount that the lessee shall pay in case of car damage.

**Deposit:** The amount that will be blocked from driver's credit card for deposit purposes.

#### **TRAFFIC FINES AND INFRINGEMENTS**

The renter is responsible for all traffic fines and will be charged a handling fee of R400 per fine, which is applied to their credit card.

#### **COLLISION DAMAGE WAIVER**

The daily rate includes Collision Damage Waivers (CDW), but if an accident occurs, the renter is liable for the responsibility amount as printed on the contract.

The CDW does not cover damage from negligence (e.g., driving under the influence of or breaking traffic laws). The excess is charged per incident. CDW does not cover damage to tires, glass, exterior mirrors, underside, interior, roof, engine, locks, or loss of keys. Windscreen and tire waivers are available for an additional cost to cover those specific damages.

#### **EXECUTIVE COVER LIABILITY EXEMPTION**

We offer an Executive Cover product that reduces/eliminates the excess amount in case of collision or theft, provided the incident is not caused by actions that violate our terms and conditions such as gross negligence.

#### **THEFT PROTECTION**

The daily rate includes Theft Protection Waivers. If the rented vehicle is stolen, the renter is responsible for a specified amount for the vehicle's replacement or parts, as stated in the rental agreement, unless the theft results from gross negligence. In the event of any damage to the vehicle for theft reasons, the insurance does not cover the renter. There is an excess that applies in the event of theft, see Fleet and Insurance. In cases the TPC is not included Renter has the obligation to compensate the Lessor in the event of theft, loss, or damage to Vehicle and to any person (including his co-passengers) as well as to pay all losses & damages suffers by the Lessor. More specifically: a. Renter is responsible for all the damages he has caused to Vehicle or to others in case he had violated the terms of use of Vehicle or in case he has been driving same in an illegal

manner or in violation of the United Kingdom Driving Code. b. Renter is responsible for partial or total theft or loss of Vehicle unless the Lessor releases Renter from the responsibility for total theft or loss of Vehicle. Such release is valid provided that Renter has already accepted at the beginning of rental the daily charge and the conditions of «Theft Protection» (TPC) of Vehicle, as these terms are defined in the official Lessor's price-list (tariff), by marking in the «Accepts» box on the front side of this agreement, provided that Renter has taken all the precautions to avoid total theft or loss of the Vehicle and has used it in compliance with the terms of this agreement. It is expressly agreed that theft or loss of the parts accessories and / or equipment (partial theft) of Vehicle is not covered by the above-mentioned acceptance of «Theft protection» (TPC). c. Renter is responsible for damage to the Vehicle due to collision or fire.

### **THIRD PARTY LIABILITY**

If the renter is not at fault in an accident, they are still responsible for the non-waiverable renter's responsibility amount until the Third-Party Recovery is paid to First Car Rental. Once paid, First Car Rental will reimburse the renter. The amount reimbursed will be subject to the Third-Party Recovery amount.

### **LIABILITY WAIVER**

YOU may purchase in advance a collision damages waiver (CDW) and/or theft loss waiver (TLW) or a super waiver ("SCDW/STLW"), or such LIABILITY WAIVERS may be included in the OFFICIAL RATES recorded in clause

In such event, YOUR liability in terms will not exceed the amount stated in the AGREEMENT as the "Renter's Responsibility", unless one or more of the exclusions in clause 5.3 is applicable.

5.3 The LIABILITY WAIVERS do not cover loss of or damage to the vehicle in the following circumstances, and YOU will be liable for all such loss or damage:

5.3.1 Where YOU or the DRIVER are in breach of this AGREEMENT.

5.3.2 Where damage is caused to any of the glass, mirrors, lamps, tires, rims, hubcaps, windcreens or the undercarriage, not caused in an accident.

5.3.3 Where damage is caused by water

5.3.4 Where damage or loss is caused by DRIVER negligence.

5.3.5 Where damage or loss is sustained in an accident not caused by physical contact with another vehicle, person, animal or object

5.3.6 Where damage is caused by YOUR failure to ensure that the VEHICLE's required lubricant levels are maintained.

5.3.7 Where damage or loss is caused by potholes, or on roads not suitable for the type of vehicle rented: and

5.3.8 In respect of personal belongings, key replacement, towing fees and claim administration fees.

5.4 YOU may not decline the LIABILITYWAIVERS offered by US unless: 5.4.1 There is a valid corporate account opened in YOUR name; and

5.4.2 YOU have signed OUR "Self-Insurance Agreement"; and

5.4.3 YOU have provided US with written proof from YOUR insurers that all vehicles rented are comprehensively insured.

5.5 Subject to our consent, YOU may, in addition to the LIABILITY WAIVERS, purchase in advance a hail and/or windscreen and/or tire waiver. These additional waivers only cover damage caused by hail, damage to viewing glass caused by stone chips, and tires, rims and hubcaps caused by potholes, and do not cover theft of the said items.

**INDEMNITY** Save as is provided for in law and provided that there was no negligence on OUR part, WE will 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, nor for any loss or damages to any 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 may suffer arising out of this AGREEMENT.

## **ADDITIONAL CHARGES**

### **Administration fees**

This is an administration handling fee R825 per case.

### **Fuel Policy**

The vehicle will be provided with a full tank of fuel. Upon termination the vehicle will be refueled, and any missing fuel will be charged at our official fuel rates.

### **Refueling Charge**

Should refueling be required, we will levy a Fuel Admin Fee. A Fuel Admin fee of R45 will be levied.

### **Roadside Assistance**

Roadside Assistance is included in the rate however charges may apply according to the service required such as: Key Replacement; Locksmith charges; Emergency Fuel Delivery; Extrication/ Winching Service; Towing Service.

### **Child Seats**

Baby, Booster and Infant seats can be rented at a charge of R550 each per rental.

### **GPS**

GPS units can be rented at a charge of R140 per day.

### **Delivery-Collection Policy**

Delivery and collection charges depend on location and time and needs to be communicated prior checkout. On collection, the vehicle must be in the same condition as received. If not, the renter will be charged for any loss or damage.

### **Grace Period**

The rental day is calculated as 24 hours. 59 minutes grace is given. If the rental exceeds this period, an additional rental day will be charged

### **Early return/Unused rental days**

If the customer decides to terminate the hire contract in advance of the agreed return date, no refund for unused rental days will be due.

### **Extension Of Rental Period**

If you wish to extend the rental beyond the original return date, authorisation must be obtained from First Car Rental prior to the expiry of your rental agreement. Contact your branch directly. Failure to do so will result in breach of contract and it immediately negates all waivers. Additional days will be charged directly to your credit card, at the extension rates printed on your contract.

### **CAR TYPE CHANGES**

The company reserves the right, subject to availability, to provide a different type of car from that of the original reservation with a corresponding, or larger category.

### **Pick Up and Collection Policy + OOH Fees**

Charge pick-up after office hours is not provided.

DELIVERY AND RECEIPT Renter received Vehicle, which he examined and found to his complete satisfaction, in perfect condition & appropriate to the purpose he rents it. Renter must return Vehicle and all documents, tools & accessories that accompany it to the Lessor in the same condition he received it at the location and on the date designated in this agreement. Otherwise, and upon expiration of the Rental period. The renter will be obliged to pay to the Lessor the normal rental charge plus expenses for any loss or damage. The Lessor reserves the right to gain repossession and use of vehicle at any time without notice and without Renter's consent, but at Renter's expense from wherever and by any means if at the discretion of the Lessor there is danger or damage or loss of Vehicle as well as risk of not receiving the rental charge or any other due compensation. The Lessor has the right beside the above-mentioned case to gain repossession and use of Vehicle if it has been used in violation of this agreement or of designated Rental period. In detail:

### **PICK UP OF THE VEHICLE**

H-LEAD's car rental provider will provide the User with the General terms and Conditions of the hire prior to signing the Contract, providing the necessary clarification for full understanding, informing the User in advance of the activation of the security deposit for damage to the vehicle, the proof and the value of the damage. Delivery of the Vehicle to the User will take place on the date, time and place indicated in the Particular Conditions of the Contract. The delivery of the Vehicle is preceded by a check by car rental company and the User, as a result of which a 'Vehicle Check Sheet' is drawn up, which forms an integral part of the Contract, describing the state of repair of the Vehicle and indicating any defects and/or damage, and is validated by both by signing it. The Vehicle is delivered by the car rental company with FUEL POLICY LIKE FOR LIKE. If the User wishes to extend the rental period, they must first contact the car rental company to sign a new contract or renew the current one, subject to approval. The car rental company guarantees the provision of an equivalent service or the availability of a superior vehicle in the event of the unavailability of the vehicle previously hired or booked, or in the event of a breakdown, at no additional cost to the User. In the case of a request made by an Insurance Company, car rental company will fulfil the type of Vehicle corresponding to the request made and will abstain from any responsibility for it.

## **CONDITIONS FOR RETURNING THE VEHICLE**

The User undertakes to return the Vehicle, on the date, time and place indicated in the Particular Conditions of the Contract, in the condition in which it was delivered to him/her, as set out in the 'Vehicle Control Sheet'. If the Vehicle is not returned in the same condition in which it was delivered, the User will be responsible for paying the full amount of the damage incurred during the term of the Contract. If the Vehicle is delivered on the aforementioned date, but after the time indicated for delivery, the User will be charged the amount corresponding to an additional day's hire (24 hours). The User undertakes to return the Vehicle filled with fuel. On the date the Vehicle is returned, car rental company will provide the User with a signed document stating that the Vehicle has been delivered by the User and accepted by the car rental company. In the event of early return of the Vehicle, the car rental company is not obliged to refund the User the remaining amount of the rental. The car rental company is not liable to the User or any passenger for the loss of or damage to objects left in the Vehicle, either during or after the hire period.

## **CONDITIONS OF THE USE OF THE VEHICLE**

The Vehicle is intended to be used exclusively by the User indicated in the Particular Conditions. The User undertakes to use the Vehicle with zeal and care, keeping it safe and in perfect condition, and may not use the Vehicle: a) To transport passengers for a fee; b) To transport goods, in violation of the law; c) For sporting events or training, whether official or not; d) By anyone under the influence of alcohol, drugs or any other substance that directly or indirectly reduces their perception and ability to react; e) By drivers not identified in the Particular Conditions of the Contract; f) Outside national territory, without express authorization from the car rental company for this purpose. In the event of an accident in which it is found that the Vehicle was being driven in any of these circumstances, the User will be liable for payment of all expenses incurred in repairing the Vehicle and other damage caused, as well as payment of compensation corresponding to the time the damaged Vehicle was paralyzed. During the rental period, the User is solely responsible for the cost of refueling or topping up. If the User refuels the Vehicle with fuel other than that used by the Vehicle, the User will be responsible for the costs arising from the full replacement of the fuel, as well as for all costs arising from the change of fuel. Tampering with and/or adulterating the odometer or any other devices, accessories or equipment installed in the Vehicle, as well as altering its characteristics, is expressly prohibited. Without prejudice to the initiation of the appropriate legal proceedings, administrative offences or any other proceedings applicable to the case, violation of the provisions of the preceding paragraphs obliges the User to compensate car rental company for the damage caused. The User is responsible for the payment of any fines, penalties and/or sanctions set by the competent authorities following administrative offence or other proceedings.

### **General Protections/Waivers conditions**

Damage to tires, tire rims, all glasses, clutch, vehicle interior, flat tires, vehicle underside are not included. Engine damage and oil /gasoline pump damage due to incorrect fueling are not covered by the insurance. damage to the clutch kit, (manual or automatic), damages on the gear box etc are not covered by the insurance. The company reserves the right to invalidate the acquired Protection coverage if:

- Gross negligence or driving without due care on behalf of the customer is determined.
- If the customer drives the vehicle off road.

- Neglect to gather pertinent evidence of damage, such as photographs, statements, third-party information pertaining to witness statements, police reports, and any other supporting documentation.
- The customer is found to be driving under the influence of drugs, alcohol or any other controlled substance.
- The vehicle is found to have been driven by an unauthorized person.
- Accident caused by the driver that can be avoided will be classed as driver negligence. Accidents or damage caused by actions deemed negligence may result in full liability and all associated costs to the negligent party (the driver).

## **ACCIDENTS**

In case of an accident, theft, or other incident, the renter or additional driver must contact police and station immediately. They must also gather relevant information, take photos if possible, and complete an accident/theft report at the Car Rental branch within 24 hours. The User undertakes not to leave the Vehicle without taking the appropriate measures to protect and safeguard it, except in duly justified cases of force majeure.

In case of any accident or any other incident (fire, theft, etc), Renter or the additional driver(s) are obliged to immediately do the following: a. Not acknowledging liability or guilt and claims of third parties in any way, direct or indirect. b. Note the names and the addresses of eyewitnesses and the name & the address of the driver & the data of the vehicle, with which Vehicle may have collided. c. Notify the Police to investigate the liability of the third party and provide care for any injurers. d. Contact the Lessor immediately by phone or other means. e. Obtain all relevant information from any third party. f. Photograph the location of the accident & the vehicles participating in the accident, if possible. The renter must complete and sign an accident/theft report latest within twenty-four (24) hours at the nearest Lessor's branch and send any relevant documents or information to the Lessor. In case of theft or loss of Vehicle Renter must report the incident in writing at the nearest police department within twenty-four (24) hours.

## **MAINTENANCE AND REPAIR**

Normal mechanical maintenance arising from regular use of the Vehicle is the responsibility of the car rental company. Any notice of an anomaly, malfunction or immobilization of the Vehicle must be immediately reported by the User to the car rental company. If, for any reason, it is not possible for the car rental company to repair the Vehicle, the repair by a third party may only take place with the prior written agreement of the car rental company and in accordance with the instructions given by the latter, and in these cases always at Authorized Workshops. For repairs carried out under the previous point, a detailed invoice for the repair carried out and/or parts replaced must be issued in the name of the car rental company.

## **Complaints and procedures**

In any case, where there are complaints from a client or its cooperating offices (AGENCY) abroad, it should be notified on the rental desk and send by email to our customer care department at [customercare@h-lead.gr](mailto:customercare@h-lead.gr) and the vehicle provider should provide the proper solution to the client. No refunds claims will be accepted or considered as valid if the complaint is not acknowledged by the vehicle provider and the customer care department within the rental days agreement and upon pick up- during-drop off period. All added values, extras, insurance etc. are optional and non-refundable once the clients agree to pay for the

additional services by signing the agreement. In any case of overbooking, the vehicle provider must protect both the end customer and the interests of the agency by providing the customer with a car of the same category or higher. If the reservation is not serviced as initially confirmed, the vehicle provider is charged with the extra cost of charge. If the car is downgraded the vehicle provider should compensate the client or cover the extra cost in case the client refuses to accept it. It is expressly agreed that the Licensor bears no responsibility for any breach of the terms of the lease agreement signed between the customer-lessee and the vehicle provider, which binds only the customer-lessee and the lessor of the car, as well as for any violation of legal provisions by the customer-lessee and the Franchisee during the use of the leased car and for material damage or bodily injury caused to third parties due to a harmful incident involving the rented car. If the vehicle provider delivers the leased vehicle to Licensor's customer without having the documents required by law, Licensor shall have no legal liability to vehicle provider, the customer and any third party harmed using the leased vehicle. Furthermore, Licensor shall not be liable for any fines or administrative penalties imposed by the competent governmental authority on the Franchisee due to the lack of the aforementioned documents or the existence of any informality in them. It is expressly agreed and clarified at this point that the Licensor mediates only for the preparation of car leases between the customer and the Franchisee and its liability is limited exclusively to the payment of the rent, in those cases where the Licensor has received it directly from the customer through the procedure, and under the terms and conditions referred to in the provisions of the articles of this contract.

**Cancellations will be made through the XML System.**

Booking is valid up to +1 hour maximum of the scheduled time.  
In case of further delay, the Car rental company has the right to cancel the booking with 100% charges.

**Cross Border Rental**

Only some vehicle groups permitted to cross the South African border into these countries: Botswana, Lesotho, Swaziland and Namibia. Vehicles are NOT permitted into Angola, Mozambique, Zimbabwe or Zambia. Cross border fees apply.

Description	Charge Type	Charge
1x ADDITIONAL DRIVER SURCHARGE	PER RENTAL, PER DRIVER	R 525
YOUNG DRIVER SURCHARGE	PER DAY PER YOUNG DRIVER	R 150
AIRPORT SURCHARGE	PER RENTAL	13% of T&K
BABY SEAT	PER RENTAL	R 550
BOOSTER SEAT	PER RENTAL	R 550
INFANT SEAT	PER RENTAL	R 550
BABY SEAT LOSS RECOVERY	PER SEAT	REPLACEMENT COST
BABY SEAT VALET	PER SEAT	R 500
BICYCLE RACK	PER RENTAL	R 135
CONTRACT FEE	PER RENTAL	R 120
CROSS BORDER BOTSWANA	PER RENTAL	R 2000

CROSS BORDER LESOTHO	PER RENTAL	R1500
CROSS BORDER NAMIBIA	CROSS BORDER NAMIBIA	R 2 200
CROSS BORDER TO SWAZILAND	PER RENTAL	R1300
CROSS BORDER PACK	PER RENTAL	R 800
DAMAGES-GENERAL	PER INCIDENT	APPLICABLE CHARGE
DAMAGE/LOSS TYRES RIMS	PER INCIDENT	APPLICABLE CHARGE
DAMAGES/LOSS-TRIMMINGS	PER INCIDENT	APPLICABLE CHARGE
CLAIM HANDLING FEE	PER INCIDENT	R 825
KEY REPLACEMENT	PER INCIDENT	APPLICABLE CHARGE
DAMAGE-VEHICLE BODY	PER INCIDENT	APPLICABLE CHARGE
DELIVERY & COLLECTION WITHIN 25KM OFFICE HOURS	PER RENTAL	R 600
DELIVERY & COLLECTION OVER 25KM-OFFICE HOURS	PER RENTAL	R600+ R24 per km
DELIVERY & COLLECTION WITHIN 25KM AFTER HOURS	PER RENTAL	R1 100
DELIVERY & COLLECTION OVER 25KM-AFTER HOURS	PER RENTAL	R1100+ R24 p/km
TOLL GATE FEES	AS PER TOLL CONCESSION	APPLICABLE CHARGE
E-TAG REPLACEMENT	PER E-TAG	R1000
TOLL GATE ADMINISTRATION FEE	PER RENTAL	R 50
FIRE EXTINGUISHER PURCHASE	PER RENTAL	R 450
FINE HANDLING FEE (APPLICABLE TO ALL FINES)	PER FINE	R 400
GPS RENTAL	PER DAY	R 140
GPS RESPONSIBILITY AMOUNT	PER INCIDENT	R2 850
GPS PURCHASE	ONCE OFF	R2 850
GPS RENTAL-MANUAL CALCULATION (PRO-RATA)	PER DAY	APPLICABLE CHARGE
LOSS OF GPS ACCESSORIES (BAG, SUCTION CUP ETC)	PER ITEM	APPLICABLE CHARGE
NO SHOW FEE	PER CONTRACT	R 500
NO SHOW FEE *** IN HIGH SEASON*	PER CONTRACT	FULL VALUE OF RENTAL
ONE WAY FEE	PER CONTRACT	AS PER SHEET
REFUELLING SURCHARGE	PER CONTRACT	R 45
ROADSIDE ASSISTANCE	PER INCIDENT	APPLICABLE CHARGE
TRAILER HIRE	PER DAY	QUOTE ON REQUEST
TYRE DAMAGE WAIVER	PER DAY	R.30
WINDSCREEN WAIVER	PER DAY	R 30
HAIL COVER	PER DAY	R 85
VEHICLE OVER DUE ADMIN FEE	PER RENTAL	R 500



VALET-ALL GROUPS	PER INCIDENT	R 750
VALET FOR SPOT REMOVAL	PER INCIDENT	APPLICABLE CHARGE

**ALL TERMS IS SUBJECT TO CHANGE WITHOUT PRIOR NOTICE.**

