



**PSS CAR RENTAL (PTY) LTD COMPANY REGISTRATION 2018/576174/07
TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATION
1.1 In this Agreement unless the context indicates otherwise:
1.1.1 **Agreement** means this Agreement, and any addenda and/or annexures attached thereto, which form part it;
1.1.2 **Business Day** means any day in the Republic of South Africa;
1.1.3 **Consumer** means the Consumer who is also the Driver as more fully described in the agreement and/or the signatory of the agreement in the event of the party being a juristic person, in which instant the signatory said warrants that he/she is duly authorised to act on behalf of the juristic person and also binds himself/herself as surety and co-principal debtor in his/her personal capacity;
1.1.4 **Consumer Protection Act** means the Consumer Protection Act, No. 68 of 2008, as amended;
1.1.5 **Damage(s)** (in relation to the Vehicle and/or Third Party Damage) means the actual costs in towing, transporting and storing the Vehicle, repairing any damage (including tyre and rim damage), replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon, and reimbursing such expert (an invoice, job card or quotation produced by PSS will be seen as proof of any such expenditure) or any other charges incurred related to an incident of whatsoever nature, and includes a Total Loss when applicable;
1.1.6 **Driver** means such person who is reflecting in the Rental Agreement as being permitted by PSS to drive the vehicle and may also be the Consumer;
1.1.7 **PSS** means PSS Car Rental PTY LTD, a private company incorporated in accordance with the laws of South Africa;
1.1.9 **Effective Date** means the date stipulated as such in the Schedule;
1.1.10 **Extended Period** means any extension of the Rental Period beyond the agreed return date or time reflected in the Schedule and authorised in writing by PSS;
1.1.11 **Liability** means the amount reflected in the agreement as the amount due and payable by the Consumer in the event of Damage, loss and/or theft and any third party loss or Damage by the Consumer;
1.1.12 **Parties** means PSS and the Consumer and Party shall mean either one of them as the context requires;
1.1.13 **Rental** means the rental amount payable in respect of the Vehicle for the Rental Period, specified in the Agreement/Invoice;
1.1.14 **Rental Period** means the period commencing on the Effective Date and terminating on the Termination Date as specified in the Agreement/Invoice or if such period is extended, the time and date entered in the Agreement as the Extended Period;
1.1.15 **Agreement/Invoice** means the rental agreement to be completed by the Consumer simultaneously with the conclusion of this Agreement, and which shall form an integral part of this Agreement;
1.1.16 **Services** means the add-on services to be rendered by PSS to the Consumer in terms of the Agreement;
1.1.17 **Signature Date** means the date on which this Agreement/Invoice is signed by the Party last signing in time, whether in counterparts;
1.1.18 **Supplier** means the third party contractor contracted by PSS to render a service in respect of the accident management process and/or supply in accordance with the standards set by PSS;
1.1.19 **Termination Date** means the date on which this Agreement may Terminate by either effluxion of time or otherwise;
1.1.20 **Third Party Damage** means any claims made by a third party in respect of Damages or loss that the Consumer has actually or is alleged to have caused to the property or vehicle of a third party;
1.1.21 **Total loss** in relation to a Vehicle means –
1.1.21.1 Damages where the estimated costs of repairs is such that the Vehicle is in the sole and absolute discretion of PSS uneconomical to repair; or when the Vehicle is stolen and/or lost, the amount of the total;
1.1.22 **Vehicle** means the motor vehicle described in the Agreement/Invoice including all accessories in and on the Vehicle when the Consumer takes delivery of the vehicle and includes any replacement for the Vehicle; The singular shall include the plural and vice versa, pronouns of any gender shall include those of the other gender and natural persons shall include legal and juristic persons and vice versa.
2. RENTAL
2.1 PSS rents the Vehicle to the Consumer, who hires the Vehicle for the Rental Period subject to the terms and conditions as set out herein.
2.2 The Consumer agrees to pay PSS the Rentals plus all other charges and fees specified in the Agreement/Invoice for Services utilised by the Consumer during the Rental Period, which amounts shall be payable in advance as specified in the Schedule and which payments shall be reconciled at the end of the rental period as per clause 2.3.2.
2.3 The Consumer acknowledges and agrees that:
2.3.1 The Vehicle rented for the Rental Period is inclusive of the total free kilometres per day specified in the Agreement/Invoice (the **Total Kilometres**); and
2.3.2 It shall be liable to PSS for every kilometre in excess of the Total Kilometres based on the odometer reading of the Vehicle, at the rate specified in the Agreement/Invoice (the **Excess Kilometre Charge**), which Excess Kilometre Charge shall be payable from the deposit made by the Consumer and/or in arrears where the deposit is inadequate but within 30 days calculated from the Effective Date, unless the Schedule provides otherwise.
2.3.3 In the event that the vehicle is driven by any person not authorised by PSS during the Rental Period of the Agreement, the Consumer will remain liable for all obligations in terms of this Agreement as if the Consumer where there the Driver of the vehicle.
2.4 The Consumer shall without delay report to PSS any failure or malfunction of the Vehicle's odometer, whereupon PSS shall, in its discretion, be entitled to estimate the kilometres travelled by the Vehicle in respect of any period in which the Vehicle's odometer malfunctioned.
2.5 The Consumer acknowledges that the Vehicle's odometer was sealed and fully functional and agrees that it shall not in any way interfere or tamper with the odometer or break, or attempt to break the seal.
2.6 The Consumer shall be liable for all fines, penalties and similar expenses including but not limited to parking, traffic and other offences, as a result of the use of the Vehicle during the Rental Period as well as administration expenses specified in the Agreement and the Consumer accordingly indemnifies PSS against all such liability. The Consumer acknowledges that in certain circumstances, for example, delays at the post office, PSS may not receive timely notice of parking, traffic and other offences and consequently PSS may not be able to give the Consumer timely notice of such parking, traffic and other offences; however, notwithstanding this, the Consumer will still be fully liable for all fines, penalties and similar expenses incurred as a result of the use of the Vehicle during the Rental Period.
2.7 Any amount that is due and payable in terms of this.
2.8 All Rentals plus all other charges and fees specified in the Agreement/Invoice for Services utilised by the Consumer during the Rental Period and any other payments made or arising out of this Agreement shall be made by the Consumer free of bank exchange, commission and any deductions, or set-off to PSS.
3. DEPOSIT
2.9 The Consumer will be required on the date of Signature hereof to pay a deposit in the amount specified in the Agreement/Invoice as security for any amounts that may become due as a result of any outstanding rentals, traffic fine and refuelling.
2.9.1 The deposit shall be retained by PSS until the Termination Date and all of the Consumer's obligations to PSS (both actual and contingent) arising from or in connection with this Agreement have been discharged in full. The Consumer in the event of cancelling the contract will give consent for all charges to be debited from his credit card account manually.
2.9.2 PSS may at any time apply the deposit to the payment of any amounts payable by the Consumer to PSS in terms of this Agreement.
2.9.3 The deposit shall not bear interest.
2.9.4 PSS may from time to time and in its sole and absolute discretion require the Consumer to -
2.9.5.1 increase the amount of the deposit; or
2.9.5.2 reinstate the deposit to its original amount if any portion thereof shall have been applied to discharge any obligation of the Consumer in terms of 2.9.3.
3. RENTAL OF THE VEHICLE
3.1 Delivery of the Vehicle takes place at the time the Consumer or its representative takes possession of the keys and/or Vehicle at PSS's premises or such other place as may be specified in the Agreement/Invoice.
3.2 The Vehicle shall be deemed to have been delivered in good order and repair and without any damage to amongst other things the paintwork, upholstery and accessories, unless such damage is recorded in writing and signed by both Parties on the section designated for that purpose in the Agreement/Invoice. Any damage not so recorded will be for the account of the Consumer.
4. USE OF VEHICLE
4.1 The vehicle may only be utilised during the Rental Period or any Extended Period. Prior to the Consumer taking possession of the vehicle, the Consumer is responsible to fully inspect the vehicle and ensure that any panel damage and vehicle cleanliness is accurately noted by PSS. If there are any inconsistencies, it is the Responsibility of the Consumer to Notify PSS immediately and the Consumer and PSS must both agree to the same in writing. During the Rental Period, the Vehicle may not be used: (1) for the conveyance of passengers and/or goods for payment; (2) to propel or tow any other vehicle (including any caravan or trailer unless authorised by PSS in writing); (3) to transport goods in violation of any customs laws or in any other illegal manner; (4) in any motor sport or similar high risk activity; (5) beyond the borders of South Africa unless authorised by PSS in writing; or (6) 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.
4.2 The Consumer shall make adequate provision for the safety and security of the Vehicle including but not limited to that, the Vehicle shall:
4.2.1 be kept properly locked;
4.2.2 The Consumer will make sure that the keys of the Vehicle are under its control at all times.
4.3 The Consumer shall not allow the Vehicle to be taken beyond the borders of the Republic of South Africa without the prior written consent of PSS, any request for consent to take the Vehicle beyond the borders of the Republic of South Africa shall only be considered upon the provision of satisfactory proof of comprehensive insurance cover relating to any insurable event in the country to which the Consumer intends taking the Vehicle, the cost of which shall be borne by the Consumer.

4.6 PSS will at all times remain the owner of the Vehicle.
5. **THE CONSUMER**
5.1 The Vehicle may only be driven by the Consumer and any co-drivers approved in writing by PSS who shall be persons over the age of 18 and are in possession of a valid driver's licence. Without limiting the foregoing, it is recorded that the Vehicle may not be used to teach a learner driver to drive.
5.2 The Consumer warrants that:
5.2.1 the Vehicle will not be driven by any person whose blood alcohol concentration exceeds the limit permitted by any law or regulation, or whilst under the influence of intoxicating liquor or of a narcotic drug or similar substance;
5.2.2 every driver of the Vehicle will have a valid driver's licence to drive the Vehicle, and will comply with all applicable laws and all of the provisions of this Agreement;
5.2.3 he/she is authorised to enter into this Agreement and all particulars given to PSS are true and correct.
6. **VEHICLE RETURNS**
6.1 The Consumer shall return the Vehicle, at its own expense to PSS by no later than the date and time specified in the Agreement, at PSS's premises or such other date, time or place as may be agreed in writing between the Parties to an authorised agent of PSS.
6.2 The Consumer acknowledges that failure to return the Vehicle in terms of the Agreement shall constitute unlawful possession, and PSS may repossess the Vehicle wherever it may be found and from whomsoever is in possession thereof. Any costs incurred in recovering the Vehicle as well as the cost of any additional rental days, will be for the account of the Consumer.
6.3 The Vehicle shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excepted.
6.4 The Vehicle and all risk relating to the Vehicle will remain the responsibility of the Consumer until PSS has recorded in writing the return of the Vehicle.
6.5 Vehicle only to be returned by contract holder, Co Driver is not permitted to return vehicle on contract holder's behalf.
7. **ACCIDENTS & VEHICLE THEFTS**
7.1 In the event of an accident, the Consumer shall as soon as is reasonably practicable report such accident to PSS and to the nearest police station in the area in which the accident occurred but within 24 (twenty four) hours of such accident and the Consumer shall provide PSS with a case number in respect of such accident upon one being issued. Failure by the Consumer to comply with the provisions of this clause may result the Consumer being held liable for any Damage.
7.2 The case number together with the accident report will be submitted to PSS which shall nominate an assessor to assess the Damage sustained to the Vehicle and issue a quotation for the repairs required in respect of the Damage to the Vehicle ("Total Repair Quotation").
7.3 Where an accident involves a third party, the Consumer shall exercise all reasonable endeavours to obtain such third party's full names, identity number or driver's licence number, third party vehicle registration number, contact details, including at a minimum, telephone number, mobile number, residential address and work address ("Third Party's Particulars"). The Third Party's Particulars shall be submitted to PSS. Failure to obtain such Third Party's Particulars in circumstances where it would have been reasonable for the Consumer to do so may result in the Consumer being held liable for any Damage.
8. **ROADSIDE ASSISTANCE & TOWING (AA ROADSIDE 086 172 8368)**
8.1 Roadside assistance and towing is included in the Rental the Consumer will be entitled to the following:
8.2 Vehicle will be towed to a PSS approved panel beater or location specified by Insurance Company or to PSS office or the nearest dealership specified by PSS and PSS will obtain a report from the dealership regarding the mechanical or electrical issue.
8.3 Roadside assistance will be offered on a national basis within the Republic of South Africa, any surplus towing charges levied by AA that is due to consumer negligence on the vehicle will be for the consumer's account.
9. **VEHICLE CARE**
9.1 The Consumer is responsible for keeping the Vehicle in a safe and secure environment.
9.2 All accidents due to driver negligence will result in the Consumer being held accountable for the Total Repair Quotation.
10. **BREACH**
10.1 Should the Consumer fail to make payment of any amount payable in terms of this Agreement on time, or fail to comply with any of the terms and conditions of this Agreement, or commit an act of insolvency, compromise or attempt to compromise with its creditors, or be placed under business rescue, sequestration or liquidation, as the case may be, or allow any judgment to be taken against it and such judgment is not rescinded within 14(fourteen) days thereof, or have made any incorrect or untrue statement leading up to this Agreement, or do or cause to be done anything which may prejudice the rights of PSS hereunder or allow the Vehicle to be seized in terms of any legal proceedings (Default Events), then PSS shall, insofar as the Default Events are capable of being remedied, give the Consumer 7(seven) days' written notice to remedy any such Default Event, failing which, be entitled at its election and without prejudice to any of its other rights:
10.2 If the Consumer is a juristic person, "consumer" for the purposes of the Consumer Protection Act, claim immediate payment of the aggregate Rental (based on the aggregate Rental for the period to date) of the remaining Rental Period.
11. **EARLY TERMINATION OF AGREEMENT**
11.1 If PSS consents to the Consumer terminating this Agreement before the Termination Date, the Consumer agrees to forthwith return the Vehicle to PSS and pay to PSS on demand.
11.2 If the Consumer is a juristic person, the aggregate Rental (based on the aggregate Rental for the period to date) of the remaining Rental Period.
12. **CONSUMER'S RISKS AND LIABILITIES**
12.1 The Vehicle is at the sole risk of the Consumer (fair wear and tear excepted) from the moment the Consumer takes delivery of the Vehicle in terms of clause 3 and until such time as PSS has recorded the return of the vehicle in terms of clause 6.
12.2 PSS reserves the right to subrogate any claim to a third party insurer arising from but not limited to loss or damage to the vehicle.
12.3 The Consumer's liability will, in respect of PSS's loss or damage, be limited to the amount indicated on the Schedule, provided that there was no breach of the terms and conditions of this Agreement.
12.4 If the Vehicle is Damaged, stolen or lost in a situation where the Consumer is in breach of any of the terms and conditions of this Agreement, the Consumer will be nullified and will be liable for the Total Loss and/or Damage suffered by PSS.
12.5 Notwithstanding anything to the contrary in this Agreement, PSS shall not be obliged to make, institute or proceed with any claim which it may otherwise have had against a third party for the recovery of any loss or damage to or in connection with the Vehicle and accordingly, PSS shall be entitled, in its fair and reasonable discretion, to abandon such claim or to settle such claim on any terms.
13. **INDEMNITY**
13.1 PSS its directors, officers, and its employees shall not be liable for any loss or damage (including any loss or damage to property left or transported in the Vehicle, any loss of life or any loss or damage arising from the installation or condition of a child seat or any other accessory in and/or on the Vehicle), whether direct, indirect, as a result of or otherwise arising from the rental by the Consumer of the Vehicle.
13.2 PSS its directors, officers, and its employees are indemnified by the Consumer against any claim of any nature whatsoever and howsoever arising for any damage or loss (including any Third Party Damage) which might be instituted against it arising from or connected with or as a result of the renting of the Vehicle.
14. **GENERAL**
14.1 **Entire contract**
This Agreement contains all the provisions (express or implied) agreed on by the Parties with regard to the subject matter of the Agreement and the Parties waive the right to rely on any alleged provision (express or implied) not contained in the Agreement.
14.2 **No representations**
Neither Party may rely on any representation, which allegedly induced that Party to enter into this Agreement unless the representation is recorded in this Agreement.
14.3 **Variation, cancellation and novation and waiver**
No contract varying, adding to, deleting from, novating or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of both Parties.
14.4 **Indulgences**
No indulgence granted by a Party shall constitute a waiver or abandonment of any of that Party's rights under this Agreement. Accordingly, that Party shall not be precluded, as a consequence of having granted that indulgence, from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
14.5 **Severability**
If any provision of this Agreement, which is not material to its efficacy as a whole, is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and the Parties shall endeavour in good faith to agree an alternative provision to the void, illegal or unenforceable provision.
14.6 **Survival of liabilities**
The termination of this Agreement for any cause shall not release a Party from any liability which at the time of termination has already accrued to such Party or which thereafter may accrue in respect of any act or omission prior to such termination.
14.7 **Applicable law**
This Agreement is governed by and shall be construed in accordance with the laws of South Africa.
14.8 **Certificate**
A certificate signed by a director, company secretary, credit manager or internal accountant or any officer of PSS (whose authority and capacity it shall not be necessary for PSS to prove) setting forth the amount due and owing by the Consumer to PSS in terms hereof shall be prima facie proof of the indebtedness of the Consumer to PSS in terms hereof and valid as a liquid document against the Consumer in any competent Court, especially for the purpose of obtaining summary judgment or provisional sentence.
14.9 **Jurisdiction**
The Parties hereby consent as contemplated in Section 45 of the Magistrate's Court Act 1944 to the jurisdiction of the Magistrate's Court in respect of any action or proceedings arising from or out of this Agreement, provided that the Parties shall be entitled, at their discretion, to institute proceedings in the High Court or any other competent court. Consumer consents to being charged legal costs, if any, incurred by DSCM whether action is instituted or not, on an attorney-own client scale.