



# RENTAL AGREEMENT

Last updated: November, 2023

## INTRODUCTION

1. Welcome to Intouch 24/7 Rental Registration No. 2018/579750/07, a rental company that is inspired to provide alternate modes of transportation to trusted individuals. This rental agreement describes the terms and conditions that govern your use of our services.
2. It is the responsibility of the Renter to seek clarity if he or she does not understand this agreement or any part thereof.

## ACCEPTANCE

3. BY REGISTERING AN ACCOUNT WITH INTOUCH 24/7 RENTAL (PTY) LTD (ALSO REFERRED TO AS "WE", "US", OR "OUR") YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MUST NOT REGISTER AN ACCOUNT OR MAKE USE OF OUR SERVICES.

## DEFINITIONS

4. **"the Renter"** means the person who have registered an account with us in order to make use of our vehicles to move in and around Port Elizabeth both for business and leisure.
5. **"Business"** means going to any place using our vehicles for work purposes and without using it to transport passengers for reward.
6. **"Leisure"** means time spent away from work such as visiting places with our vehicles.
7. **"Rental period"** means the time between the start of the trip and end of the trip.
8. **"Trust"** means the willingness of one party to be vulnerable to the actions of another party based on the positive expectation that the other will act in the expected and acceptable manner during the rental period as required by this Rental Agreement, irrespective of having to monitor and control her/his behavior.
9. **"Administration fee"** means an administration fee which is charged for administering claims such as fines, accidents and damages on the vehicles, etc and dealing with third parties to the conclusion of the matter.
10. **"Damage/s"** this is in relation to the vehicle and/or Third-Party Damage and it means the actual costs, including but not limited to towing, transporting and storing the vehicle, repairing any damage, replacing parts or accessories (without allowing for depreciation), paying an expert to inspect collision damage and report thereon (assessor's costs), or any other charges incurred related to an incident of whatsoever nature, and includes a total Loss when applicable.
11. **"Liability"** means and includes any amount(s) which is due and payable in respect of the renting of the vehicle, as well as all amounts in respect of damage, loss and/or theft not covered by the insurance and any third-party loss or damage not covered by the insurance.

## CHANGES AND UPDATES OF THE TERMS AND CONDITIONS

12. This Rental Agreement will be updated from time to time and the Renter is required to visit the website frequently to read up on the latest revision. It is the Renter's responsibility to check the latest update every time a booking is made.
13. The Renter is also required to keep us informed about any changes in her/his information that is submitted to us. Failure to do so constitute a contravention with this Rental Agreement.



## ADDRESSES FOR COMMUNICATION PURPOSES

14. Any communication between us and the Renter will be deemed to have been duly received when such communication is sent to the addresses provided to us by the Renter during registration.
15. For any legal matters, the Renter agrees that the addresses provided are his/her Domicilium citandi et executandi.

## BECOMING A MEMBER

16. **The number one (1) requirement to register as a user as well as to continue using our vehicles is TRUST. Our Renters must be trustworthy at all times with our vehicles. We distrust those whose actions violate our TRUST!!**
17. The prospective Renter is required to register by filling out the registration form via the website and to provide all the necessary information requested. For security reasons, we conduct rigorous verification and background checks before any registration can be accepted to ensure our vehicles are given to the correct and trusted individuals. These checks are done using the services of the third parties. Although we do our best to attend to the membership requests as quickly as possible, please know that each process can take up to 5 days maximum to conclude.
18. The Renter must have valid driver's licence. Expired driving licences will not be accepted.
19. Registration acceptance will be communicated via an email.
20. Intouch 24/7 Rental reserves the right to request any other relevant information at any time.
21. The Renter shall lawfully, accurately, truthfully and fully complete the registration form and provide all the necessary information requested. The Onus rest with the Renter to keep his/her information on our database updated at all times. Failure to do so constitute a contravention with this Rental Agreement.
22. We reserve the right to refuse new registration as well as to immediately terminate existing membership for the following reasons, but not limited to:
  - If the Renter is found to have contravened with this Rental Agreement after assessing the situation;
  - If the Renter fails to disclose crucial information for registration such as accident history, etc;
  - If the Renter fails to conform to this rental agreement;
  - If the Renter fails to keep your details in our database up to date;
  - Misuse of our vehicles;
  - Towing of another vehicle without our consent, and;
  - Tempering with our vehicles including fixing or removing any part of a vehicle without our consent.

## ELIGIBILITY

23. We use the information provided at registration stage to determine your eligibility to use our vehicles. The Renter will have to pass our verification and background checks in order to be able to be registered for use of our vehicles.
24. Vehicles will be rented out to permissible drivers that are aged between 25 and 70 or as agreed otherwise.



25. New drivers must have at least 2 years of active driving of similar vehicles as being book at a particular time.

#### **ADDITIONAL DRIVER**

26. An additional driver may be added by submitting relevant information as per our eligibility criteria.

#### **CONDITION OF OUR VEHICLES**

27. Our vehicles are not brand new but are fairly in a good roadworthy condition.

#### **ACCIDENT OR BREAKDOWN**

28. In the event of an accident or breakdown, the Renter will be chauffeured to her/his destination while the vehicle is being repaired. If the vehicle cannot be fixed within 24 hours and there's no replacement, the Renter will be refunded the remainder of the rental period.

#### **USE OF OUR VEHICLES**

29. Our vehicles are made available for private use; not for business use such as transporting passengers for reward.

30. The Renter is required to comply with all South African laws and regulations as stipulated in the road traffic act.

31. Our vehicles are permitted to drive within a radius of 150km from our office unless arranged otherwise.

#### **VEHICLE TRACKING AND GLOBAL POSITIONING SYSTEM (GPS)**

32. Our vehicles are equipped with vehicle tracking system and Global Positioning System (GPS) to assist with the recovery in the event of a theft as well as to monitor its status regarding any accidents.

#### **MAKING A BOOKING**

1. Our vehicles can be booked via the website or by contacting us and they are available on a minimum period of 2 days and a maximum of 6 months.
2. Prices are calculated based on the pick-up and drop-off times and dates as agreed between the Renter and us.
3. A day is calculated on a 24 hour circle from the start of the trip.

#### **CHANGES TO THE BOOKING/ CANCELLATION**

1. Changes to the made booking and/or cancellation can be made by contacting us at least 48 hours before the start of the trip and the Renter will be refunded in full.
2. If the rental period booked for is longer than 2 days and the changes and/or cancellation are made in the 48 hours, only 50% of the costs will be refunded.
3. Otherwise no refund for any other cancellation made in the 48 hours period before the start of the trip will be considered and made.
4. No refund will be made for Renters that failed to show up for the booked period.



## PAYMENT FOR THE BOOKING

5. Once a booking is accepted, the Renter will be required to make the payment for the booked trips to secure the vehicle. No bookings will be reserved if no payment is made by the required time.
6. It should be noted that any discounts that have been given falls away if no payment is made by the due date.

## ADDITIONAL AMOUNT, CHARGES, FEES

7. The Renter is responsible for all other costs such as parking, toll road fees, fuel, traffic fines, etc that will be incurred during the rental period as well as any damages suffered by Intouch 24/7 Rental. These costs will be calculated and deducted from the deposit at the end of the trip.
8. In the event that there is no deposit paid, the Renter will be required to make arrangements to settle the costs within five (5) calendar days.
9. If no payment arrangement made after the seven (7) calendar days, the account will be placed with a debt collection agency.
10. The following is the schedule of payment:

| Description  | Charges, fees   | Admin. fee |
|--|-----------------|------------|
| Delivery & collection (within a radius of 25km)                          | R150 (each way) | N/A        |
| Additional driver  | R350            | N/A        |
| Late return  | 2x daily rate   | N/A        |
| Carwash  | R100            | 100        |
| Smoking and pet fine   | R350            | N/A        |
| Fuel cost  | *Actual costs   | N/A        |
| For any other charges, fees such as lost key, traffic fines, eTolls, etc | *Actual costs   | 250        |
| Car accidents, damages on the car, etc                                   | *Actual costs   | 500        |

\* Actual cost will be charged including transport, etc for any charges incurred during the rental period. The charges will be discussed beforehand with the Renter.

## PICK UP AND DROP OFF

11. The Renter shall arrange for a pick up or drop off that suites her/his convenience by contacting us in advance. Pick-ups and drop-offs within a radius of 25km from our office are charged as indicated elsewhere in this Rental Agreement. Alternatively, the Renter is free to pick up and/or drop off the vehicle at our office.
12. The Renter will be required to produce her/his valid driver's licence upon picking up the vehicle. Expired driving licences will not be accepted.
13. Upon delivery/ dropping off of the vehicle, an inspection will be conducted by completing the checklist by both parties. This has to be supported by photos taken before and after the trip.
14. Only authorised Renters that can drive our vehicles.



## **EXTENSIONS**

15. Extension requests can be requested and approved if the vehicle being used is still available 48 hours before the trip ends.

## **LATE RETURNS**

16. Any late returns exceeding 1 hour will be charged at 2 times the daily rate.

## **SECURITY DEPOSIT**

17. The Renter will be required to pay a refundable deposit when making a booking. This upfront deposit requirement may be relaxed for regular Renters if prior arrangement is made.
18. You also provide us with permission to deduct from your deposit for any fines, charges, damages, etc that are due to us. If there are no deductions required and all conditions have been met, the full amount will be returned after seven (7) days from the last trip.

## **PARKING**

19. It is the responsibility of the Renter to park the vehicle at a safe and secured place during the day including ensuring that the doors are properly locked.
20. At night, the vehicle shall be parked at least in a secured yard and behind locked gates including ensuring that the doors are properly locked.
21. Renter shall be aware of the position of the cars keys at all times.

## **CLEANING AND MAINTENANCE**

22. The Renter is responsible to leave the vehicle in a clean, tidy and ready for the next user or as they have found it. A minimum of R100 will be charged if the vehicle is left dirty and untidy at the end of the trip.

## **NO SMOKING**

23. Smoking is not permitted inside the vehicles. A fine of R350 will be charged if this policy is not adhered to.

## **NO PETS**

24. Pets are not permitted inside the vehicles. A minimum of R350 fine will be charged if this policy is not adhered to.

## **INSURANCE AND DAMAGE**

25. The rate include a full comprehensive insurance cover to protect the Renter in the event of accidents.
26. All collisions, accidents, defects, or damage and theft of the vehicle to be reported to the South African Police Service (SAPS) immediately. The Renter further needs to notify us immediately of the accident.
27. The cover is only valid if the Renter sticks to the terms of this Rental Agreement.
28. If the investigation by SAPS or any other suitable person indicate that the damage was caused by reckless or negligent driving, inconsiderate driving, driving while under the influence of intoxicating liquor or a drug having a narcotic effect, and miscellaneous offences



driving in the gravel roads, the full amount of the damage to **Intouch 24/7 Rental** and third party (other car/property etc.) will be the Renter's responsibility.

29. Minor scratches on the body of the vehicle, tyres, windows, interior, undercarriage or minor damages that are not covered by the insurance.

#### **DAMAGE EXCESS**

30. The Renter is the one that assumes liability of the vehicle for the duration of booking.
31. The Renter will be fully responsible for paying excess of **R10,000** required by the insurance in the event of accidents and incidents.

#### **FUEL AND REFUELING**

32. The Renter is to replace the fuel to the same level as agreed on the trip inspection checklist.

#### **EXCESS MILEAGE**

33. The rate include free 150km to 200km for each day. Excess mileage will be as indicated in each car.

#### **DEBT COLLECTION**

34. The Renter authorises Intouch 24/7 Rental to place unsettled accounts with a debt collection agency. Any costs whatsoever that arise during this process including payment of the agency itself will be the responsibility of the Renter.

#### **DISCLAIMER**

35. Our vehicles are used at Renters own risk. **Intouch 24/7 Rental** shall not be liable for any indirect and/or consequential damages or any other damage regardless of whether the liability to which such damages arises in contract, tort, or otherwise in law, for any injury, loss, or damage sustained by the Renter arising from this Agreement or the use of our vehicles.

#### **COMPLAINTS**

36. The Renter can contact us for any complaints.
37. Complaints related to the booking can be made within 2 months of the last trip.