1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement unless the context indicates otherwise:

1.1.1 "Additional Driver" means the person, in addition to the Driver, who is reflected on the Rental Agreement as being permitted by Europcar to drive the Vehicle;

1.1.2 "Additional Equipment" means equipment that is not factory fitted in the Vehicle, including but not limited to navigational equipment (GPS), baby seat, bicycle rack etcetera;

1.1.3 "AFC Schedule" means the comprehensive schedule of Europcar’s additional fees and charges. The AFC Schedule is available on the Website and at all Europcar branches, upon request.

1.1.4 "Auto Dealers Guide" means the prevailing Auto Dealers Guide publication containing, amongst other information, the recommended selling prices of motor vehicles;

1.1.5 "Claims Administration Fee" means an administration fee charged by Europcar in all instances where a claim is to be processed in respect of any claim whatsoever, loss of or theft of the Vehicle;

1.1.6 "Client" means all of the persons whose names appear on the Rental Agreement as Client (including a corporate Client when applicable), Driver or Additional Driver;

1.1.7 "Damages"[1] (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 (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;

1.1.8 "Day" means a period of 24 hours (or any part thereof), calculated from the time out as reflected on the Rental Agreement;

1.1.9 "Delivery" means the instance when the Client or his representative takes possession of the keys and / or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternatively any other date when the Vehicle has been delivered to the Client;

1.1.10 "Document Administration Fee" means a charge which is used to cover various expenses (including but not limited to issuing and storing fees of Rental Agreements, invoices, and other original documents) reflected in the Rental Agreement;

1.1.11 "Driver" means such person who is reflected on the Rental Agreement as being permitted by Europcar to drive the Vehicle;

1.1.12 "Europcar" means Europcar Car Rental Botswana (Pty) Ltd t/a Europcar Botswana (Registration Number: BW00000343148);

1.1.13 "Extended Period" means the extension of the Rental Period beyond the agreed return date or time reflected on the Rental Agreement and authorised by Europcar;

1.1.14 "Excess Distance Charge" means the charge levied against a Client’s account in the event that the Client exceeds the limited daily allowed travel distance, as specified in the Rental Agreement.

1.1.15 "Fuel Costs" means the costs incurred to refuel the Vehicle to a full tank when the Vehicle is returned by the Client (EuroDepot to depot);

1.1.16 "Liability" means and includes the amount(s) reflected in the Rental Agreement 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 damage to a Vehicle or any item in or on the Vehicle (including Additional Equipment if applicable), Driver or Additional Driver;

1.1.17 "Limited Liability Amount" means the reduced amount payable by the Client in the event of loss or damage to a Vehicle to which a Waiver(s) apply, which reduced amount excludes towing charges, storage costs, assessor’s costs and claim administration fees for which the Client will remain liable;

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

1.1.19 "Rental Overadministration Fee" means the applicable amount charged to the Client in the event that the Vehicle is not returned by the Client to Europcar at the agreed date and time of return at the expiry of the Rental Period;

1.1.20 "The Rental Period" means the period between the date when the Vehicle is delivered to the Client and the Termination date and time as specified on the Rental Agreement or if such period is extended, then the date entered on Europcar’s records;

1.1.21 "The Renting Location" means Europcar’s premises from which the Vehicle is rented by the Client;

1.1.22 "Termination date" means the date reflected in the Rental Agreement upon which the Vehicle must be returned to Europcar, alternatively any extended date when the Vehicle needs to be returned to Europcar as subsequently agreed upon by and between the parties and so reflected on Europcar’s records;

1.1.23 "Third Party Damage" means any claims made by a third party in respect of Damage or loss that the Client has actually or is alleged to have caused to the property and / or vehicle of a third party;

1.1.24 "Total Loss" (in relation to a Vehicle) means:

1.1.24.1 Damages (see Clause 1.1.7) where the estimated costs of repairs less any salvage (if applicable) are greater than the price of a new vehicle, as supplied by the manufacturer at the date of loss, less any salvage (if applicable);

1.1.24.2 In the case of a stolen and / or lost Vehicle, the retail value as reflected in the Auto Dealers Guide (in force at the date of rental) or if it was a substantive provision in the body of the terms and conditions.

1.1.25 If a provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only stated in the definition clause, effect shall be given to it as if it was a substantive provision in the body of the terms and conditions.

2. RENTAL OF THE VEHICLE

2.1 The parties agree that Europcar rents the Vehicle to the Client, who hires the Vehicle subject to the terms and conditions as set out herein. The Client will be bound by these terms and conditions, whether he was driving the Vehicle or not.

3. DELIVERY OF THE VEHICLE / ADDITIONAL EQUIPMENT

3.1 Delivery of the Vehicle takes place at the time the Client or his representative takes possession of the keys and / or Vehicle (including Additional Equipment if applicable) at the Renting Location, alternativley another date when the Vehicle is delivered to the Client. In the event the Client pays for the Vehicle by debit card, delivery of the Vehicle can only take place at the Renting Location.

3.2 The Vehicle shall be deemed to have been delivered in good order and repair (fair wear and tear excluded) and without any damage (including but not limited to the paintwork, upholstery, tyres, windscreen, side glass, lights and accessories) unless any damage to the Vehicle / Additional Equipment is recorded in writing and signed by both parties. In the event that no damage is recorded in writing at the time of delivery of the Vehicle (fair wear and tear excluded), it will be accepted that the Vehicle was delivered to the Client without any damages and any damage that recorded at the time of the return of the Vehicle (fair wear and tear excluded) will be for the account of the Client.

3.3 The Client will have no claim against Europcar in the event that the Vehicle or Additional Equipment (if applicable) are not available for delivery other than compensation provided in terms of consumer protection legislation.

4. USE OF VEHICLE

4.1 The Vehicle may only be utilised for the Rental Period, as stated in the Rental Agreement, or any Extended Period agreed upon between the parties.

4.2 The Client agrees that any Extended Period noted on Europcar’s records would correctly reflect such Extended Period;

4.3 The Vehicle may only be driven by the Client, Driver or Additional Driver. The Driver or Additional Driver must have his valid unendorsed Driver’s license with him at all times when driving the Vehicle;

4.4 During the Rental Period or any Extended Period thereafter, the Vehicle may not be used:

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

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

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

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

4.4.5 in any area where the Client should reasonably be aware that there is or may be a risk or incidents of civil unrest, political disturbances or riot or any activity associated with any of the mentioned.

4.5 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.

4.6 The Client will make sure that the keys of the Vehicle are under his control at all times.

4.7 Europcar will at all times remain the owner of the Vehicle.

4.8 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.

4.9 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 causing 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.

4.10 The Client acknowledges that the failure to service the Vehicle at the required service intervals (if applicable) may result in the cancellation of the Vehicle’s warranty and / or premature mechanical failure on the Vehicle. In instances where a Vehicle has skipped a service and it can be reasonably established that the skipped service was due to the Client’s negligence to have the Vehicle serviced within the specified service intervals, the Client shall be liable for a late service fee as specified in the AFC Schedule. The Client will also be liable for any costs required to re-instate the warranty and for any subsequent mechanical damage not covered under warranty.

5. RETURN OF THE VEHICLE / ADDITIONAL EQUIPMENT

5.1 The Client shall return the Vehicle and Additional Equipment (if applicable) at the Client’s expense to an authorized representative of Europcar on the agreed return date, time and at the agreed Renting Location reflected on the Rental Agreement. In the event that the Vehicle is not returned as set out in this paragraph, any Waiver option the Client may have taken out shall become null and void and the obligations of the entire Rental Agreement.

5.2 The Client acknowledges that failure to return the Vehicle in terms of the agreement shall constitute unlawful possession by him, and Europcar may repossess the Vehicle wherever it may be found and the cost of repossessing is in possession thereof. Any 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. Should the Vehicle not be returned as indicated in 5.1 above, the Vehicle may be reported as stolen with the relevant authorities without any notice.

5.3 The Vehicle and Additional Equipment (if applicable) shall be returned undamaged, in good order and in roadworthy condition, fair wear and tear excluded.

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

5.4.1 Park the Vehicle in the Client’s reserved parking area;

5.4.2 Ensure that the Vehicle is properly locked and secure; and

5.4.3 Hand the keys to an authorised representative of Europcar or, in the event that the offices are not open for business, leave the keys in a drop safe provided at the offices of Europcar; and
6. TERMINATION/CANCELLATION / EXTENSION OF RENTAL AGREEMENT

6.1 Irrespective of anything to the contrary stated in this Rental Agreement, should there be any breach of the terms and conditions in this rental agreement then Europcar shall be entitled to and agree without any explanation at any time by notice (verbally or in writing depending on the situation) to the Client, and when this happens the Client shall return the Vehicle to Europcar immediately.

6.2 If the Client fails to return the Vehicle to Europcar, Europcar shall be entitled at any time to retake possession of the Vehicle, wherever found and from whosoever has possession thereof and any Waiver option the Client may have taken out shall become null and void.

6.3 If the Client wishes to extend the Rental Period beyond the return date reflected in the Rental Agreement, notice must be given to Europcar and authorisation first be obtained from Europcar in respect of the Client's right to have the Vehicle inspected before authorising the extension of the Rental Period.

6.4 In the event that a debit card was used to pay for the Vehicle, the Client must visit a Europcar branch in order to arrange an extension before the due date of return as set out in the Rental Agreement. Failing to act in accordance with this clause will result in a breach of the Rental Agreement and Europcar will immediately terminate the agreement out by the Client for the entire Rental Period and shall be entitled to take any lawful measures, after notice or reasonable attempt to give notice to the Client, to recover the Vehicle from the Client. The Client shall be responsible for the recovery costs and all reasonable charges.

6.5 Additional rental days will be charged directly to the Client's account or debit / credit card at the prevailing rate.

7. THE CLIENT/DRIVER / ADDITIONAL DRIVER

7.1 Irrespective of what is stated elsewhere in this Rental Agreement, the Vehicle may not be driven during the Rental Period or any extension thereof by any person who has not in possession of a valid unendorsed Driver's Licence (in respect of the specific vehicle / code of vehicle rented) for at least 3 years.

7.2 The Client warrants that the Vehicle will never be driven by any person whose blood alcohol concentration exceeds the permitted level as set out in the law which is applicable in the country in which the Vehicle is rented. A certificate of any Director, Manager or Accountant of Europcar, whose capacity need not be proved, shall be sufficient evidence of a driver's licence.

7.3 If the Vehicle is driven by anyone other than the Driver and / or Additional Driver (irrespective of which other rights or remedies Europcar may have), the Client shall remain liable for all of his liabilities and obligations in terms of this Rental Agreement as if he has been driving the Vehicle. In the event the Vehicle is driven by anyone other than the Driver and / or Additional Driver at any time outside the Rental Period, any Waiver option the Client may have taken out shall become null and void.

7.4 The Client also warrants that he is entitled and authorised to enter into this Rental Agreement and that all particulars given to Europcar and / or recorded on the Rental Agreement are true and correct.

8. RENTAL RATES AND CHARGES

8.1 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, tourism levy, Claims Administration Fee, Toll Fee Administration Fee, Traffic Fine Administration Fee, Rental Overdue Administration Fee, one way fee, over the border charges, delivery fee (including delivery fuel charges), collection fee, Super or Standard Waiver option charges, Personal Accident Insurance (if applicable), Windscreen and Tyre Waiver, Minor Damage Waiver (if applicable), Excess Distance Charge, fuel, toll fees (including Gauteng E-toll fees), toll administration fee, Additional Driver(s) fee, all taxes due and payable on rental rates (which ever of these fees and / or costs may be applicable). A comprehensive list of Europcar's additional fees and charges is contained in the AFC Schedule.

8.2 In determining the charges, the distance traveled 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 to the Client to enable Europcar to review for that purpose. If the odometer has been tampered with, the kilometers traveled will be deemed to be 3000 kilometers per day.

8.3 The Client shall be liable for all fines (excluding fines issued for expired vehicle licenses), penalties and similar penalties 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 and the Client accordingly acknowledges, agrees and accepts liability. Europcar will either directly charge 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 to the Client's account. The Client will further be liable for a Traffic Fine Administration Fee for each traffic fine issued during the Rental Period.

8.4 In the event that any Additional Driver(s) cause any damage, the Client will be liable for the replacement value thereof. The replacement value will be charged to the Client's account or debit / credit card.

8.5 The Client authorises Europcar to insert any Vehicle and / or Rental Rate particulars that are not known or are unavailable at the time of signature of the Rental Agreement into the Rental Agreement as soon as such Vehicle and / or rental rate particulars become available.

9. DEPOSITS

9.1 A deposit, as required by Europcar and set out in the Rental Agreement (depending on the method of payment), is payable on signature of the Agreement.

9.2 Europcar may charge the Client's account, credit/debit card at a later time, should there be extra charges which Europcar were not aware of at the issuing of the invoice or at the initial debits to the Client's account. In such circumstances, the Client will be debited the full amount of this invoice. This amount may also be deducted from the deposit. The Client may not withhold payment of any amount outstanding or demand that it be deducted from the deposit paid.

9.3 The deposit, or part thereof as determined by Europcar, may be held until such time as all invoices, inclusive of possible witnesses; and

11.1.1 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.

11.1.2 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.

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

11.1.4 The Client shall furnish Europcar with a Police accident report / reference number within 24 hours of the incident. The incident report form can be obtained from any Europcar branch or from the Website.

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

11.1.6 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 settlement without Europcar's written consent.

11.1.7 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;

11.1.8 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
12. CLIENT'S RISKS AND LIABILITIES / WAIVERS

12.1 Vehicle is rented by the Client at his sole risk, from Delivery of the Vehicle until such time as Europcar has recorded the return of the Vehicle in terms of clause 5.

12.2 The Client shall be liable for all Damages and/or total loss sustained to the Vehicle, whether the damage and/or loss are caused and/or whether or not it is attributable to his fault or negligence (including but not limited to hail damage and other acts of God). The above liability may be reduced by the Client by electing one or more of Europcar’s Waiver options.

The Waiver options available to the Client are set out in the table below. Any reference to amounts excludes VAT.

<table>
<thead>
<tr>
<th>Tyre &amp; Windscreen Waiver</th>
<th>Minor Damage Waiver</th>
<th>Super &amp; Standard Waiver for Theft/Loss</th>
<th>Super &amp; Standard Waiver for Accident Damage</th>
</tr>
</thead>
<tbody>
<tr>
<td>General purpose</td>
<td>To limit the Client’s liability in respect of damage to tyres and windscreen.</td>
<td>To limit the Client’s liability in instances of theft or loss of a Vehicle.</td>
<td>To limit the Client’s liability in respect of damage that is not related to theft or loss of a Vehicle.</td>
</tr>
<tr>
<td>Items specifically included</td>
<td>Tyres and Windscreen</td>
<td>Items, except those listed as specifically excluded, up to a maximum of P2 500.</td>
<td>All items, except those listed as specifically excluded.</td>
</tr>
<tr>
<td>Client contribution required in case of damage</td>
<td>No contribution payable.</td>
<td>Yes. Client contribution in the event that a Vehicle is lost/stolen will be lower if Super Waiver option is selected than if Standard Waiver option is selected.</td>
<td>Yes, Claim contribution in the event of damage will be lower if Super Waiver option is selected if Standard Waiver option is selected.</td>
</tr>
<tr>
<td>Claim administration fee and assessor’s costs (if applicable)</td>
<td>No claim administration fee and assessor’s costs.</td>
<td>Yes, Claim administration fee and assessor’s costs payable (if applicable)</td>
<td>Yes, Claim administration fee and assessor’s costs payable (if applicable)</td>
</tr>
<tr>
<td>Third party damage covered</td>
<td>No third party damage covered</td>
<td>No third party damage covered</td>
<td>No third party damage covered</td>
</tr>
</tbody>
</table>

12.2.1 The Client is liable for all Damages and/or total loss sustained to the Vehicle, the Client shall ensure that the person who drives the Vehicle at the time of the incident complies with the provision hereof.

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

12.12 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.

The Client and/or Driver and/or Additional Driver warrants that the information completed in Europcar’s Damage/Incident Report form as referred hereinabove will be complete, true and correct in every respect;

12.13 The Client being untruthful in respect or any aspect pertaining to the Rental Agreement, use of the Vehicle and/or damage causing/loss causing incident.

The Client is liable for the Limited Liability Amount, be responsible for all towing costs, storage fees and assessment fees (if applicable).

13. PERSONAL ACCIDENT INSURANCE (PAI)

13.1 All claims and liability relating to this cover should be directed to Hollard. The responsibility rests upon the Client to read and understand the insurance cover offered in the brochure (if applicable). Europcar will not give advice on the product as it is not an insurer.

14. THIRD PARTY PROTECTION

14.1 Should the Client be involved in an accident with a third party, the following will apply:

<table>
<thead>
<tr>
<th>Party responsible for accident</th>
<th>Super or Standard Waiver for Accident Damage not taken</th>
<th>Super or Standard Waiver for Accident Damage taken</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client (not third party)</td>
<td>Client is liable for full cost of damage, including assessment, towing and claim handling fees. Third Party Damage is claimed from Client directly in his/her own capacity.</td>
<td>Client is liable for the Limited Liability amount applicable to the Waiver and also for the first P15 000.00 of the Third Party Damage, where after Europcar will contribute up to P15 000.00 of the Third Party Damage.</td>
</tr>
<tr>
<td>Third party (not Client)</td>
<td>Client is liable for full cost of damage, including assessment, towing and claim handling fees. Client can claim back damage suffered from third party in his/her own capacity.</td>
<td>Client is still liable for the Limited Liability amount applicable to the Waiver. Europcar will attempt to recover the money from the third party and once a successful recovery has been made, will then reimburse the Client for the Limited Liability amount (proportionally to the recovery), less a claim administration fee.</td>
</tr>
</tbody>
</table>

Actions which could result in a breach of the Waiver conditions and the Client being responsible for the total cost of damage:

- Windscreen cover does not cover side and back glass, sunroof or any other glass.
- Tyre cover does not cover rams or scrapage.
- In cases where damage exceeds P2 500, the Client will be liable for the amount exceeding P2 500, where the Client has also opted for the Super or Standard Waiver for Accident Damage, the Client contribution required under such Waiver will be reduced by P2 500.

Refer to clause 12.5
14.2 The damage referred to in the table above is limited to the third party’s direct damage and excludes any consequential damages or losses.

14.3 Notwithstanding anything in this Rental Agreement, Europcar shall not be obliged to make, institute or proceed with any claim which Europcar 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, Europcar shall be entitled, in its sole discretion, to abandon such claim or to settle such claim on any terms.

15. CONSEQUENTIAL DAMAGES

15.1 Should the Client decline any of Europcar’s Waivers and/or is in breach of the terms and conditions of this Rental Agreement and/or the terms and conditions of the selected Waiver, the Client acknowledges and agrees that the Client may be held liable by Europcar for its consequential damages suffered as a result of Europcar being unable to rent the Vehicle due to Damages caused by the Client. The loss for which the Client may be liable shall be calculated on the basis of the daily rental rates in respect of the Vehicle indicated on the Rental Agreement for the period that the Vehicle was unavailable for hire (subject to a maximum of 30 days).

16. CROSS BORDER TRAVELLING

16.1 A letter of authorisation must be requested from Europcar at the time of reservation for all cross-border travelling. The Client acknowledges that a cross-border charge will be levied on all cross-border rentals.

16.2 Europcar will not be held liable if a Client is refused entry into another country.

16.3 All foreign registered Vehicles will have to pay a cross border charge at the Border and the Client is responsible for the payment of such cross-border charge or any other charges that may be applicable.

16.4 Vehicles are only permitted into South Africa, Lesotho, Swaziland, Namibia, Zimbabwe, Zambia and Mozambique.

16.4.1 A one-way cross border service charge will be levied against the Client for one-way Vehicle rentals. No one-way cross border service, roadside assistance or replacement Vehicles are available for Zimbabwe, Zambia and Mozambique.

16.4.2 An additional administration fee and/or a full repatriation fee (whichever is applicable) will be levied against the Client should an accident/theft occur outside the borders of the country in which the Vehicle is rented.

17. INDEMNITY OF EURPCAR BY CLIENT

17.1 Neither Europcar nor any of its shareholders, directors, officers or employees shall be liable for any loss or damage whether direct, indirect, as a result of or otherwise arising from the renting of the Vehicle and or Additional Equipment by the Client, provided such loss or damage was not caused as a result of the gross negligence of Europcar, its shareholders, directors, officers or employees. The loss or damage includes, but are not limited to, any loss or damage to property left or transported in the Vehicle and or any loss of life or injury.

17.2 Europcar, its shareholders, directors, officers and employees are accordingly indemnified by the Client, the Driver or Additional Driver or his estate(s) against any claim(s) of any nature whatsoever and howsoever arising for any loss or damage which might be instituted against it arising from, or connected with, or as a result of, the renting of the Vehicle and Additional Equipment (if applicable) contemplated in these terms and conditions.

18. JOINT AND SEVERAL LIABILITY OF SIGNATORIES, CLIENT AND / OR DRIVER

18.1 The Client and every person (Driver / Additional Driver) whose signature appears on the Rental Agreement shall be liable jointly and severally for payment of all amounts due to Europcar in terms of or pursuant to the Rental Agreement.

19. GENERAL

19.1 The Rental Agreement is the entire agreement between the parties regarding the matters contained herein and neither party shall be bound by any understandings, representations, warranties, promises or the like not recorded by Europcar except as provided for herein.

19.2 In the event that the Rental Agreement is produced in more than one language, the English version will prevail in the event of an interpretational dispute.

19.3 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 thereof. If any part or portion of this Rental Agreement has been deemed to have been unenforceable in terms of the applicable legislation, the effect of which is to adversely affect the rights of Europcar to receive payment of any nature or enforce its rights, the parties will favour an interpretation placing them substantially in the same position as they were before or as similar to that as possible.

19.4 No extension, latitude or other indulgence will in any circumstance be taken to be understood as implied consent or an election by the party to operate as a relinquishment or otherwise affect any party’s rights in terms of this Rental Agreement. It shall further not stop or prevent any party from enforcing, strict and punctual compliance with each and every provision or term hereof at any time and without notice.

19.5 This Rental Agreement and all matters or disputes arising therefrom or incident thereto shall be governed and construed in accordance with the laws of the Botswana. The Client specifically consents to the jurisdiction of a competent Botswana (see Clause 19.6) to adjudicate any legal proceeding(s) emanating from the Rental Agreement.

19.6 The parties consent to the jurisdiction of the Magistrates Court, should Europcar, at its election, bring legal proceedings in the Magistrate Court, irrespective of whether the amount involved exceeds the jurisdiction of such court. The parties further agree that Europcar may institute any such action or proceedings in any division of the High Court that may have jurisdiction in its sole discretion.

19.7 The Client shall not be entitled to concede any of his rights or assign any of his obligations under this Rental Agreement or to rent or give up possession of the Vehicle, its tools or Additional Equipment or any part of it.

19.8 If Europcar finds legal proceedings against the Client, it shall be entitled to recover from the Client all the legal costs it incurred with its own attorneys in accordance with their then usual charges on the scale of attorney and client (including but not limited to collection commission, tracing agent, correspondent fees and counsel expenses (as per bar parameters).

19.9 The Client chooses the address (including a nominated postal address and / or e-mail) specified on the Rental Agreement as his domicile c/o cittadini et executeur(s) (i.e. address for service of all legal processes and notices). All notices and legal processes in terms hereof shall be deemed to be received 7 days after posting, and on the same day if delivered by hand or dispatched by e-mail.

19.10 Europcar chooses as its domicilium c/o cittadini et executeur at No. 21, Plot 5085B, Block 3, Industrial Site, Gaborone, Botswana and 16 Ernest Oppenheimer Avenue, Bruma, Johannesburg, South Africa.

19.11 Europcar shall be entitled to carry out a credit check on a Client with one or more credit agencies who may retain a record thereof and Europcar shall be entitled to record any default by the Client with any credit agency. Such records may be made available by the credit agency to third parties, in which case Europcar shall not be held liable/responsible for any repercussions such disclosure may have on the Client. The Client agrees that Europcar may disclose any information obtained by it as a result of the conclusion and/or breach of the Rental Agreement, including personal and additional information, to any person, including a credit bureau.

19.12 The Client acknowledges that the Vehicle may be fitted with a vehicle management system, which is used inter alia, to record speed and other information relating to the Vehicle rented. Europcar shall be entitled to use such information (including but not limited to claims adjudication and legal proceedings) as it deems fit.

19.13 The Client acknowledges that the personal information provided may be used by Europcar to: i. record his details on the Europcar system to facilitate and manage bookings and reservations; ii. facilitate the conclusion of a Rental Agreement; iii. facilitate invoicing and payment of the Client’s Liability in terms of the Rental Agreement; iv. use in surveys to improve Europcar services; v. provide online assistance; vi. provide Europcar marketing activities; vii. facilitate tracing and recovering (which includes triangulation of cellular phones, in accordance with BDRO ACT OF 2000 and other applicable legislation) any Vehicle from the Client that is not returned to Europcar at the agreed time and date reflected on the Rental Agreement; viii. institute legal proceedings against the Client (Authorised Usage). Notwithstanding anything to the contrary, the Client explicitly authorises Europcar to make use of and all personal information provided to Europcar for the aforementioned Authorised Usage.

19.14 By the Client’s signature hereon he accepts all the charges charged by Europcar in terms of this Agreement, including any charges relating to loss and damage to the Vehicle.

19.15 Europcar reserves the right, at its sole and absolute discretion and without obligation to the Client, to provide reasons, to reject any Client’s application to rent a Vehicle or accept any method of payment and the Client shall have no recourse against Europcar as a result thereof.

19.16 Europcar confirms that it is compliant with all the provisions of applicable legislation pertaining credit, consumer protection, finance, insurance, protection of personal information, European General Data Protection Regulation and will report all incidents required by legislation when applicable to the relevant authorities.

19.17 The Client acknowledge that Europcar South Africa, a division of Motus Group Limited (Registration Number: 1983/00908/06) may, from time to time and when required to do so by Europcar, assist Europcar in invoice, payment and collections facilitator in respect of any and all debts and payable by the Client to Europcar.

20. ACKNOWLEDGMENT OF TERMS AND CONDITIONS

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.

The Client acknowledges that these terms and conditions are fair and reasonable and without which Europcar would not have entered into the Rental Agreement.