

1. DEFINITIONS

In this AGREEMENT, unless the context indicates otherwise, the following expressions will bear the following meanings:

- 1.1. "OUR", "US" and "WE" means Nio Car Hire.
- 1.2. "the RENTER", "YOU" or "YOUR" means the renter of the VEHICLE, as indicated in the AGREEMENT and who must be 21 years old or older and who must have held a valid endorsed driver's license for a minimum period of 2 years prior to the AGREEMENT;
- 1.3. "The DRIVER" means YOU and/or the driver and/or the ADDITIONAL DRIVER as indicated in the AGREEMENT and who must be 21 years old or older and who must have held a valid endorsed driver's license for a minimum period of 2 years prior to the AGREEMENT;
- 1.5. "the VEHICLE" means the VEHICLE/s identified in this AGREEMENT or any other replacement vehicle provided to YOU by US (including the VEHICLE documents, keys, tyres, tools and accessories supplied with the VEHICLE);
- 1.6. "the RENTAL PERIOD" means the period between the date when the vehicle is taken out by YOU and the termination date and time as specified on the AGREEMENT or, if such period is extended, the time and date entered on OUR records as being the date and time when the VEHICLE is returned to US;
- 1.8. "AGREEMENT" means the rental agreement and these terms and conditions.
- 1.9. References to the singular will include the plural, the male gender will include the female gender, and references to persons will include natural and juristic persons.

2. RISK, DELIVERY AND RETURN

- 2.1. The VEHICLE will be at YOUR sole risk from the date and time of delivery of the VEHICLE until the VEHICLE is returned to US. YOU undertake to return the VEHICLE in the same condition that YOU received it, fair wear and tear excepted;
- 2.2. YOU will return the VEHICLE, on the expiry or termination of this AGREEMENT, at YOUR expense to our authorised representative at the collection address recorded in the AGREEMENT. YOU acknowledge that failure to return the VEHICLE in terms of this AGREEMENT will constitute a breach of the AGREEMENT and illegal possession by YOU, and WE may report the VEHICLE as stolen and/or repossess the VEHICLE wherever same may be found and from whomsoever is in possession thereof;
- 2.3. The sole risk of loss or damage to the VEHICLE will remain vested in YOU until such time as WE have recorded the return of the VEHICLE.

3. WARRANTIES BY YOU

YOU warrant that:

- 3.1. The DRIVER holds a valid endorsed DRIVER's license for the VEHICLE;
- 3.3. YOU will not drive the VEHICLE under the influence of alcohol or any other central nervous system stimulant;
- 3.4. The DRIVER is not physically prevented from operating the VEHICLE safely;
- 3.5. No person other than the DRIVER will drive the VEHICLE;
- 3.6. The DRIVER will lock the VEHICLE and activate any burglar alarm or protection system installed in the VEHICLE when same is not in use and ensures that the keys of the VEHICLE are properly controlled;
- 3.7. the VEHICLE will not be used or driven for the conveyance of persons or property for reward, in contravention of or in breach of any law, in any race, learner driver tuition, e-hailing services, speed test or contest, on roads not properly constructed, or for towing.
- 3.8. The VEHICLE will not be used or driven in any way which would constitute a breach of any of the provisions of this AGREEMENT;
- 3.9. YOU and the DRIVER will at all times display an absolute duty of care towards Nio Car Hire in respect of the VEHICLE, and YOU will ensure that the VEHICLE will only be used on suitable roads and conditions in accordance with the type of VEHICLE hereby rented;
- 3.10. YOU and the DRIVER will not take the VEHICLE into any area or on any road where there is a risk that the VEHICLE may be damaged, stolen or lost through civil disturbance, riot or any act of political unrest;
- 3.11. The VEHICLE has a travel restriction of maximum 150kms from Cape Town CBD....our written permission is required for distances longer than 150kms. Vehicle to be returned with same fuel level as when vehicle was collected. Surcharge of R250 for unkempt vehicles returned.

4. PAYMENTS

4.1. YOU agree to pay Nio Car Hire:

- 4.1.1 The VEHICLE rental rates and other charges as set out in the AGREEMENT.
- 4.1.3. All fines, taxes, charges, levies, legal costs and tolls, including e-tolls, payable by US to any third party;
- 4.1.4. All and any costs, including but not limited to, one-way fees, towing charges and losses or damages incurred by US in procuring the return of the VEHICLE to the collection address described above, or such other location as determined by US;
- 4.1.5. In the event that the VEHICLE is not returned on the return date, all amounts that would have been payable by YOU in terms of this AGREEMENT if the RENTAL PERIOD had been validly extended to the actual date of return of the VEHICLE to US;
- 4.1.6. All costs for which YOU are liable, incurred by US in repairing any damage of any nature whatsoever to the VEHICLE and any loss or damages suffered by US as a result of theft, fire or any other cause whatsoever;
- 4.1.7 Such accident administration and/or traffic fine handling fee that may be levied by US.
- 4.2. If WE have agreed to accept payment from YOU by EFT or cash, YOUR signature will constitute authority for the issuer of the card to debit YOU with the total amount owing, inclusive of all costs and charges of whatsoever nature, arising in terms of this AGREEMENT.
- 4.3. YOU will pay all amounts payable by YOU under this AGREEMENT to US, on demand. If any payment is not made on its due date, then WE may, without prejudice to any of OUR rights, charge penalties on the amount due at the maximum rate permissible by law.

5. INSURANCE COVERS

- 5.1. Insurance cover is added to the rate given, whether it is shorter periods or monthly.
- 5.2. In the event of an accident, **YOU will be liable for the excess charged by the insurer.**
- 5.3. The INSURANCE cover does 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 all glass, mirrors, lamps, tyres, rims, hubcaps, windscreens or the undercarriage, if no collision of the VEHICLE has occurred;
 - 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 pot holes, sand or travelling on gravel roads; and
 - 5.3.8. In respect of personal belongings, key replacement, towing fees and claim administration fees.
- 5.4. YOU may not decline the INSURANCE COVERS offered by us.

6. EXTENSION OF RENTAL PERIOD

- 6.1. YOU will be entitled at any time during the initial period to orally extend the RENTAL PERIOD.
- 6.2. This extension will however only be valid if confirmed by us in writing.

7. TERMINATION

- 7.1. WE will be entitled to terminate this AGREEMENT if YOU and/or the DRIVER commit any breach of this AGREEMENT. WE will then be entitled to the immediate return of the VEHICLE, and furthermore any amount then and there owing by YOU to US will become immediately due and payable.
- 7.2. Both YOUR and OUR rights and obligations under this AGREEMENT will continue to be in full force and effect until the VEHICLE has been returned to US in terms of this AGREEMENT and YOU have complied with all YOUR obligations in terms hereof.

8. INDEMNITY

- 8.1. Renter agrees to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against Owner as a result of Renter's operation or use of the Rented Vehicle during the term of this Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, or other citations received while in possession of the Rented Vehicle.
- 8.1. 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.

9. RESPONSIBILITY AFTER LOSS OR DAMAGE TO VEHICLE

- 9.1. If the VEHICLE is involved in any accident or collision, or is lost or stolen, or is involved in any incident, which could prejudice OUR rights, the RENTER and/or DRIVER will take all such steps to safeguard OUR interests, including, but not limited to the following where appropriate:
 - 9.1.1. Obtain the names and addresses of everyone involved and of possible witnesses, and details of other vehicles involved;
 - 9.1.2. Not, without our prior written consent, admit any responsibility or liability or release any party from any liability or potential liability, nor settle any claim or potential claim against or by any party, nor accept any disclaimer of liability;
 - 9.1.3. Notify the police and US as soon as possible and in any event within 24 hours of the incident;
 - 9.1.4. Within 48 hours of the incident complete and furnish to US OUR fully completed standard claim form;
 - 9.1.5. Within 48 hours of the incident submit to US a copy of the DRIVER's licence;
 - 9.1.6. Not abandon the VEHICLE and make adequate provision for its safety and security; and
 - 9.1.7. Cooperate with US in any investigation, the lodging or instituting of any claim or action and the defense of any prosecution, claim or action relating to the above;

10. GENERAL

- 10.1. YOU acknowledge that ownership in the VEHICLE will at all times remain vested in US, or the true owner of the VEHICLE.
- 10.2. YOU will not be entitled to cede or assign any of YOUR rights and obligations under this AGREEMENT or to sublet or part with possession of the VEHICLE.
- 10.4. You are not permitted to carry out any repairs, including replacing any tyres, on the VEHICLE.
- 10.6. If the RENTER is not the DRIVER, then, without in any way detracting from the RENTER's obligations in terms of this AGREEMENT, the RENTER and the DRIVER will be liable to US jointly and severally for all and/or any amounts owing under this AGREEMENT.
- 10.8. Otherwise stated in this AGREEMENT, any addition to or alteration of this AGREEMENT will be null and void unless agreed upon by US in writing.
- 10.9. YOU agree that WE may sue YOU in the Magistrate's Court for all purposes under this AGREEMENT, notwithstanding that the subject matter, cause of action, or amount involved be otherwise beyond the jurisdiction of the said court.
- 10.10. YOU choose the address where YOU will receive notices for all purposes in terms of this AGREEMENT, at the RENTER's address specified in the AGREEMENT or, in the case of that address not being in the Republic of South Africa, at the DRIVER's local address specified in the AGREEMENT.
- 10.11. A certificate of any director, manager or accountant of Nio Car Hire as to the amount owed by YOU to US will, on the face of it, constitute proof of the amount owing.
- 10.12. This document contains the entire AGREEMENT between YOU and US regarding the matters contained herein and WE will not be bound by any undertakings, representations, warranties, promises or the like not recorded herein, unless otherwise stipulated by law.
- 10.13. It is agreed that each clause of these terms and conditions is severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent Court, then the remaining clauses will be and continue to be of full force and effect.
- 10.14. No extension, relaxation or other leniency that may be given or allowed by US can be taken to mean that other rights may not be enforced.

YOU have read and understood the terms and conditions of this AGREEMENT. YOUR attention is drawn to the following important clauses:

- Clause 2.1 : The VEHICLE is rented at YOUR sole risk
- Clause 3.11 : The VEHICLE has a travel restriction of maximum 150kms from Cape Town CBD.
- Clause 4.1 : YOU agree to pay US all amounts owing in terms of this AGREEMENT
- Clause 5 : INSURANCE COVER that is non-negotiable
- Clause 8 : YOU indemnify US from all liability.

Kindly note – complimentary daily mileage limit is 100kms and that monthly complimentary rental mileage limit is 3000kms. Any mileage exceeding this will be charged at R3.00 per km. Vehicle to be returned with same fuel level as when vehicle was collected. Surcharge of R250 for unkempt vehicles returned